

JEWETT CITY, CONNECTICUT MAIN STREET  
HISTORICAL PERIOD LIGHTING PROJECT – PHASE II  
STATE PROJECT 57-119

Town of Griswold  
28 Main Street  
Griswold, Connecticut 06877

Kevin Skulezyck – First Selectman  
Mario J. Tristany, Jr. – Town Planner



INSTALLATION IN COOPERATION WITH  
THE STATE OF CONNECTICUT



DANNEL P. MALLOY- GOVERNOR

DEPARTMENT OF TRANSPORTATION

James P. Redeker  
Commissioner

*Prepared by:*  
*Stadia Engineering Associates, Inc.*  
*516 Vauxhall Street – Suite #103*  
*New London, Connecticut 06320*  
*(860) 237-4773*

*RFP #16-01*  
*June 30, 2016*

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# **LEGAL NOTICE**

## INVITATION to BID

The Town of Griswold invites all interested parties to submit sealed bids on the following:

BID DUE DATE: September 07, 2016  
BID DUE TIME: 2:00 PM EDST  
BID ITEM: Jewett City Main Street Historical Period  
Lighting Installation  
  
BID NUMBER: 2016-01

Terms and conditions as well as the description of items being bid are stated in the specifications. Specifications may be obtained at the following address:

Town of Griswold  
Mario J. Tristany, Jr. – Town Planner  
28 Main Street  
Jewett City, Connecticut 06351  
(860) 376-7084 (Ext. 111)

The return bid envelope must be marked and addressed to the following:

TOWN OF GRISWOLD  
TOWN PLANNER  
BID NUMBER: 2016-01  
28 MAIN STREET  
JEWETT CITY, CONNECTICUT 06351

Bids must be received no later than the date and time stated above at the Town Planner's office on the first floor. For further information, please call Mario Tristany at (860) 376-7084 (Ext. 111) or e-mail at [TownPlanner@griswold-ct.org](mailto:TownPlanner@griswold-ct.org)

An Affirmative Action/Equal Opportunity Employer Minority/Women's Business Enterprises are encouraged to apply.

## **SELECTING THE GENERAL CONTRACTOR**

Lowest Responsible and Qualified Bidder: "Lowest responsible and qualified bidder" means the bidder whose bid is the lowest of those bidders possessing the skill, ability, and integrity necessary to faithfully perform the work. Should the grantee reject the lowest bidder as not responsible and/or not qualified, the grantee shall immediately notify ConnDOT of the reasons for the rejection and request ConnDOT concurrence. The Commissioner of ConnDOT shall at his discretion either approve or deny the grantee's rejection. The grantee agrees to hold ConnDOT harmless from any and all claims by rejected bidders.

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## INSTRUCTIONS TO BIDDERS

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# TOWN OF GRISWOLD CONNECTICUT

## INSTRUCTIONS TO BIDDERS

1. Submit proposals in a sealed envelope plainly marked with bid number to identify this particular proposal.
2. Withdrawals of or amendments to bids received later than the time and date specified for bid opening will not be considered.
3. The Board of Selectmen of the Town of Griswold reserves the right to accept or reject any or all options, bids or proposals; to waive any technicality in any bid or part thereof, and to accept any bid deemed to be in the best interest of the Town of Griswold, Connecticut.
4. Bidders may be present at the opening of bids.
5. Bids may be held by the Town of Griswold for a period not to exceed ninety (90) days from the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders prior to the awarding of the contract.
6. Insurance requirements, if any, must be submitted with the bid. This includes any Hold Harmless requirements as well as Certificates of Insurance for the full amounts specified. Unauthorized changes to these forms, i.e. adding, striking out and/or changing any words, language or limits will cause the bidder to be disqualified.

**Please Note:** Certificates of Insurance, if required, **MUST** name the Town of Griswold as **Additional Insured**. Failure to do so will mean disqualification from the Bid. There will no exceptions.

### 7. PERMITS:

It is the Contractor's responsibility to obtain any necessary permits prior to the start of construction. All work shall be completed in compliance with the latest national electric code, all supplements, additions and local ordinances in effect in the State of Connecticut, the latest edition of the State of Connecticut Department of Transportation standard Specifications for Roads, Bridges and Incidental Construction, Town of Griswold Road Construction Standards, or as set forth in these specifications.

**8. EMERGENCY WORK:**

The Contractor shall file with the Engineer a telephone number of a person authorized by him who may be contacted regarding emergency work at the job site that may be required during non-working hours for reasons of public safety. The person shall be readily available and have full authority to deal with any emergency that may occur.

**9. SALES TAX:**

In accordance with the provisions of Special Act No. 77-98, as amended, and Section 12-412(a) of the Connecticut General Statutes, sales of tangible personal property and services to the Town are not subject to the Connecticut Sales and Use Tax, and such tax shall not be included as part of the bid.

**10. CONTRACTOR'S QUALIFICATION STATEMENT:**

The Contractor's Qualification Statement must be filled out as part of the bid package and the experience and references listed therein will be one to the determining factors in the awarding of the bid.

**11. HOLD HARMLESS AGREEMENT:**

In order for the bid to be considered valid, the Contractor **must** sign the enclosed hold harmless agreement. Bids submitted without the signed hold harmless agreement will be rejected.

**12. PREVAILING WAGE RATES:**

This project is not expected to be subject to the State of Connecticut prevailing wage rates. Conn. Gen. Stat. §31-53(g) provides monetary thresholds which must be met before the law is applicable. Should the total contract fees received be beyond the funds available for the project, the Town reserves the right to withdraw the RFP in order to reevaluate the Scope of Services and/or Limits of Project.

**13. SBE/MBE AND CONTRACT COMPLIANCE REQUIREMENTS:**

This project **is** subject to the State of Connecticut SBE/MBE set aside and contract compliance requirements. It is the Contractor's obligation to make a determination of the extent to which these requirements affect the performance of this contract. No direct payment will be made to the Contractor for meeting these requirements.

**14.** The contractor who is selected to perform this State project must comply with Conn. Gen Stat. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

**15.** An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

16. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of Conn. Gen. Stat. §4a-60g, as amended. (25% of the work with DAS certified small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses). The contractor must demonstrate good faith effort to meet the 25% set-aside goals.
17. The contractor must also file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities.

**18. CONTRACT BIDDING:**

Bidders may submit price quotations for Phase II Part A, Phase II Part B or the combined (Phase II, Parts A and B).

Contract will be awarded based on lowest qualified bid. The Town of Griswold reserves the right to separate lowest qualified bid for Part A and Part B in the best interest of the Town.

The Town of Griswold will facilitate the selected contractor(s) effort for paving and electrical work at a pre-construction conference prior to the commencement of any construction activities. Other contractors may be performing work within the project limits. Under such circumstances, additional coordination shall be required.

**19. TIME OF COMPLETION:**

All work must be completed within sixty (60) days of the notice to proceed.

**20. BID QUESTIONS:**

General bidding or technical questions may be directed to Mario J. Tristany Jr., Town Planner, at (860) 376-7084 (Ext. 111)

**21. BONDS:**

A Payment and Performance bond in the full amount of the Proposal will be required of the successful bidder. The bond must be in the form of a surety bond of a type satisfactory to the Town of Griswold. All sureties must be listed on the most recent IRS Circular 570. The bond shall be delivered to the Office of the Town Planner before commencing the work.

22. A bid bond in the amount of five percent (5%) of the total bid must be submitted with the proposal. The bond may be in the form as described above. For the bidder's convenience, a sample bid bond is included in these specifications. The Town will reject any bid, which is not accompanied by a proper bid bond.

**23. BID SUBMISSIONS:**

The following items shall be submitted for a bid to be considered complete:

- (a) Insurance certificates
- (b) Executed Hold Harmless Agreement
- (c) Contractor's Qualification Statement
- (d) Contractor's List of Subcontractors
- (e) Project Schedule
- (f) Executed proposal sheets
- (g) Bid Bond

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INFORMATION FOR BIDDERS

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## INFORMATION FOR BIDDERS

### 1. CONTRACT DOCUMENTS:

The "Invitation to Bid", the "Instructions to Bidders", "Information for Bidders," the "General Conditions," the "Proposal Forms," the "Technical Specifications," "Supplemental Conditions" and the "Contract Drawings" are the Contract Documents that will form the Contract. Bidders must examine each of the Contract Documents, **must visit the location of the work** and inform themselves of the conditions and make their own estimates of the facilities and difficulties attending the execution of the work.

### 2. OMISSIONS AND DISCREPANCIES:

Should a Bidder find discrepancies in, or omissions from, the Drawings or Contract Documents, or should he be in doubt as to their meaning, he should at once notify the Engineer who may send a written instruction to all bidders.

### 3. ACCEPTANCE OR REJECTION OF PROPOSALS:

The Town of Griswold, Connecticut reserves the right to reject any or all Proposals. Without limiting the generality of the foregoing, any Proposal which is incomplete, obscure, or irregular may be rejected; any Proposal having erasures or corrections in the price sheet may be rejected; any Proposal which omits a bid on any one or more items in the price sheet may be rejected; any Proposal in which unit prices are omitted, or in which unit prices are obviously unbalanced, may be rejected; any Proposal accompanied by an insufficient or irregular check may also be rejected.

Prequalification provisions of the State of Connecticut do not apply to this project.

### 4. ACCEPTANCE OF PROPOSAL:

Within thirty (30) days after the opening of the Proposals, the Town of Griswold will act upon them. The acceptance of a Proposal will be a notice in writing signed by a duly authorized representative of said Town and no other act shall constitute the acceptance of a Proposal. The acceptance of a Proposal shall bind the successful bidder to execute the Contract.

### 5. TIME OF EXECUTION:

Within seven (7) days after the successful bidder has been notified in writing of the award of the Contract he shall commence the work.

**6. PRICES:**

In the event of discrepancy between the prices quoted in the Proposal in words and those in figures, the words shall control. The prices are to include the furnishing of all material, plant, equipment, tools, shoring, and all other facilities, and the performance of all labor and services necessary or proper for the completion of the work, except such as may be otherwise expressly provided in the Contract Documents.

**7. BOND:**

A Payment and Performance bond in the full amount of the Proposal will be required of the successful bidder. The bond may be in the form of a certified check, cash, or a surety bond of a type satisfactory to the Town of Griswold. All sureties must be listed on the most recent IRS Circular 570. The bond shall be delivered to the office of the First Selectman before commencing the work.

A bid bond in the amount of five (5) percent of the total bid must be submitted with the proposal. The bond may be in the form as described above. For the bidder's convenience, a sample bid bond is included in these specifications. The Town will reject any bid, which is not accompanied by a proper bid bond.

**8. MISCELLANEOUS:**

All proposals are to be **sealed** in an envelope plainly marked to identify this particular proposal.

Withdrawals of or amendments to bids received later than the time and date specified for bid opening will not be considered.

The Board of Selectmen of the Town of Griswold reserves the right to accept or reject any or all options, bids or proposals; to waive any technicality in any bid or part thereof, and to accept any bid deemed to be in the best interest of the Town of Griswold, Connecticut.

Bidders may be present at the opening of the bids.

Bids may be held by the Town of Griswold for a period not to exceed sixty (60) days from the opening of the bids for the purpose of reviewing the bids and investigation the qualification of the bidders prior to the awarding of the contract.

**9. INSURANCE REQUIREMENTS:**

Each bidder shall carry and maintain the following insurance coverage during the period of the contract: The Certificate of Insurance for the Limits of Liability stated below should be submitted with your bid to the Purchasing Department at Town Hall. Bidders may not perform any work until all insurance requirements are met.

1. Comprehensive General Liability Insurance as will protect him, the Town, and any subcontractor performing work covered by this Contract, from claims for damages for personal injury, including accidental or wrongful death, as well as claims for property damages, which may arise from operations under this Contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Liability insurance shall include premises and operations, products, contractual, owners, and contractor's protective. The minimum amounts of such insurance shall be as follows:

Bodily Injury Liability and Property Damage Liability:

\$1,000,000 each occurrence.

The Town shall be named as an Additional Insured

The State of Connecticut shall be named as an Additional Insured

2. Worker's Compensation Insurance and Employer's Liability for all of his employees, employed at the site and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all employees of the later unless such employees are covered by the protection afforded by the Contractor.

Worker's Compensation and Employer Liability: Statutory Limits

3. Comprehensive Auto Liability Insurance

Bodily Injury Insurance and Property Damage Insurance covering the operation of all Motor Vehicles owned, hired and/or non-owned by the Contractor, or used by the Contractor in the Prosecution of the work under the Contract, shall be in the minimum of \$1,000,000 each occurrence.

All policies relating to this Contract shall be so written so that the Town shall be notified of cancellation or change at least thirty (30) days prior to the effective date for each policy and type of coverage except for nonpayment, which shall be ten (10) days prior to the cancellation. Renewal certificate covering the renewal of all policies expiring during the life of the Contract shall be filed with the Town not less than ten (10) days before the expiration of such policies. Failure to do so will result in work stoppage and possible contract cancellation.

#### **11. CONTRACTOR'S QUALIFICATION STATEMENT:**

The Contractor's Qualification Statement must be filled out as part of the bid package and the experience and references listed therein will be one to the determining factors in the awarding of the bid.

#### **12. WAGE RATES:**

The project is not subject to the prevailing wage requirements of Connecticut General Statutes Section 31-53. Conformance to the prevailing wage rates is not required.

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CONSTRUCTION CONTRACTS –  
REQUIRED CONTRACT PROVISIONS  
(STATE FUNDED ONLY CONTRACTS)

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**INDEX TO CONSTRUCTION CONTRACTS –  
REQUIRED CONTRACT PROVISIONS**

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

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

### **Index of Exhibits**

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

**1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 / NONDISCRIMINATION REQUIREMENTS**

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

**2. CONTRACTOR WORK FORCE UTILIZATION / EQUAL EMPLOYMENT OPPORTUNITY**

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

**3. CONTRACT WAGE RATES**

The Contractor shall comply with:

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

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

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

**4. AMERICANS WITH DISABILITIES ACT OF 1990**

This provision applies to those Contractors who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990, (42 U.S.C.

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

## **5. CONNECTICUT STATUTORY LABOR REQUIREMENTS**

### **a. Construction, Alteration or Repair of Public Works Projects; Wage Rates.**

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

### **b. Debarment List. Limitation on Awarding Contracts.**

The Contractor shall comply with Section 31-53a of the Connecticut General Statutes, as revised.

### **c. Construction Safety and Health Course.**

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

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

Any costs associated with this notice shall be included in the general cost of the

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

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

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

## **6. TAX LIABILITY – CONTRACTOR'S EXEMPT PURCHASE CERTIFICATE (CERT-141)**

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

Forms and instructions are available anytime by:

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

## **7. EXECUTIVE ORDERS**

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set

forth in it. At the Contractor's request, the Department shall provide a copy of these orders to the Contractor.

**8. NON DISCRIMINATION REQUIREMENT (PURSUANT TO SECTION 4a-60 AND 4a-60a OF THE CONNECTICUT GENERAL STATUTES, AS REVISED)**

References to "minority business enterprises" in this Section are not applicable to Federal-aid projects/contracts. Federal-aid projects/contracts are instead subject to the Federal Disadvantaged Business Enterprise Program.

- a. For purposes of this Section, the following terms are defined as follows:
- i. "Commission" means the Commission on Human Rights and Opportunities;
  - ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
  - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
  - iv. "gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
  - v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
  - vi. "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;
  - vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
  - viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
  - ix. "minority business enterprise" means any small contractor or supplier of materials fifty- one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32- 9n; and
  - x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including,

but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

- b.** (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or June 2012 understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a- 68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

- h. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.”

The Nondiscrimination Certifications can be found at the Office of Policy and Management website.

<http://www.ct.gov/opm/cwp/view.asp?a=2982&Q=390928>

## 9. **WHISTLEBLOWER PROVISION**

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

Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract.

Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

## 10. CONNECTICUT FREEDOM OF INFORMATION ACT

- a. Disclosure of Records.** This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
- b. Confidential Information.** The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives from the Contractor. However, all materials associated with the Contract are subject to the terms of the FOIA and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking the documentation as "CONFIDENTIAL," DOT will first review the Contractor's claim for consistency with the FOIA (that is, review that the documentation is actually a trade secret or commercial or financial information and not required by statute), and if determined to be consistent, will endeavor to keep such information confidential to the extent permitted by law. See, e.g., Conn. Gen. Stat. §1-210(b)(5)(A-B). The State, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. Should the State withhold such documentation from a Freedom of Information requester and a complaint be brought to the Freedom of Information Commission, the Contractor shall have the burden of cooperating with DOT in defense of that action and in terms of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the State have any liability for the disclosure of any documents or information in its possession which the State believes are required to be disclosed pursuant to the FOIA or

other law.

**11. SERVICE OF PROCESS**

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

**12. SUBSTITUTION OF SECURITIES FOR RETAINAGES ON STATE CONTRACTS AND SUBCONTRACTS**

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

**13. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

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

**14. FORUM AND CHOICE OF LAW**

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

**15. SUMMARY OF STATE ETHICS LAWS**

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

## **16. AUDIT AND INSPECTION OF PLANTS, PLACES OF BUSINESS AND RECORDS**

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

## **17. CAMPAIGN CONTRIBUTION RESTRICTION**

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

## **18. TANGIBLE PERSONAL PROPERTY**

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

## **19. BID RIGGING AND/OR FRAUD – NOTICE TO CONTRACTOR**

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

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

## **20. CONSULTING AGREEMENT AFFIDAVIT**

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

(i) not later than thirty (30) days after the effective date of such change or (ii) prior to execution of any new contract, whichever is earlier.

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

## EXHIBIT A

### TITLE VI CONTRACTOR ASSURANCES

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

**1. Compliance with Regulations:**

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

**2. Nondiscrimination:**

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

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

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

**4. Information and Reports:**

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

**5. Sanctions for Noncompliance:**

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

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

**6. Incorporation of Provisions:**

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

**EXHIBIT B**

**CONTRACTOR WORKFORCE UTILIZATION / EQUAL EMPLOYMENT OPPORTUNITY**

**1. Project Workforce Utilization Goals:**

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

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

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

**STATE FUNDED PROJECTS (only)**

**APPENDIX A  
(Labor Market Goals)**

**LABOR MARKET AREA GOAL**  
**Female**

**Minority**

<b>Bridgeport</b>				<b>14%</b>
<b>6.9%</b>				
Ansonia	Beacon Falls	Bridgeport	Derby	
Easton	Fairfield	Milford	Monroe	
Oxford	Seymour	Shelton	Stratford	
Trumbull				
<b>Danbury</b>				<b>4%</b>
<b>6.9%</b>				
Bethel	Bridgewater	Brookfield	Danbury	
Kent	New Fairfield	New Milford	Newtown	
Redding	Ridgefield	Roxbury	Sherman	
Washington				
<b>Danielson</b>				<b>2%</b>
<b>6.9%</b>				
Brooklyn	Eastford	Hampton	Killingly	
Pomfret	Putnam	Scotland	Sterling	
Thompson	Voluntown	Union	Woodstock	

<b>Hartford</b>	<b>15%</b>
<b>6.9%</b>	

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

<b>Lower River</b>	<b>2%</b>
<b>6.9%</b>	

Chester	Deep River	Essex	Old Lyme
Westbrook			

<b>New Haven</b>	<b>14%</b>
<b>6.9%</b>	

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

<b>New London</b>	<b>8%</b>
<b>6.9%</b>	

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

<b>Stamford</b>	<b>17%</b>
<b>6.9%</b>	

Darien	Greenwich	New Canaan	Norwalk
Stamford	Weston	Westport	Wilton

<b>Torrington</b>				<b>2%</b>
<b>6.9%</b>				
Canaan	Colebrook	Cornwall	Goshen	
Hartland	Kent	Litchfield	Morris	
Norfolk	North Canaan	Salisbury	Sharon	
Torrington	Warren			
<b>Waterbury</b>				<b>10%</b>
<b>6.9%</b>				
Bethlehem	Middlebury	Naugatuck	Prospect	
Southbury	Thomaston	Waterbury	Watertown	
Wolcott	Woodbury			

## EXHIBIT C

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

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

6. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
7. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
8. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
9. "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
10. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
11. "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
12. "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
13. "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
14. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
15. "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).

**(h) Obligations and Activities of Business Associates.**

1. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
2. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
3. Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
4. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
5. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
6. Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
7. Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
8. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
9. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
10. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

- 11.** Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- 12.** Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- 13.** Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- 14.** In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- 15.** Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- 16. Obligations in the Event of a Breach**
  - a.** The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and the provisions of this Section of the Contract.
  - b.** Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. 17932(g)) . A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been,

accessed, acquired, or disclosed during such breach.

- c.** The Business Associate agrees to include in the notification to the Covered Entity at least the following information:

  - 1.** A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
  - 2.** A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
  - 3.** The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
  - 4.** A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
  - 5.** Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
- d.** Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
- e.** Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

**(i) Permitted Uses and Disclosure by Business Associate.**

1. General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
2. Specific Use and Disclosure Provisions
  - a. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
  - b. Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
  - c. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

**(j) Obligations of Covered Entity.**

1. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(k)** Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

**(l)** Term and Termination.

1. Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
2. Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  - a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
  - b. Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
  - c. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
3. Effect of Termination
  - a. Except as provided in (l)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
  - b. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business

Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

**(m) Miscellaneous Provisions.**

1. **Regulatory References.** A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
2. **Amendment.** The Parties agree to take such action as in necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
3. **Survival.** The respective rights and obligations of Business Associate shall survive the termination of this Contract.
4. **Effect on Contract.** Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
5. **Construction.** This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
6. **Disclaimer.** Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
7. **Indemnification.** The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

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

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

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

### DUTY TO INFORM

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

### PENALTIES FOR VIOLATIONS

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

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

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

### CONTRACT CONSEQUENCES

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

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

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

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

## DEFINITIONS

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

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

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

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

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

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

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

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

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor’s state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any

other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

## **EXHIBIT E**

The project is not subject to the prevailing wage requirements of Connecticut General Statutes Section 31-53. Conformance to the prevailing wage rates is not required.

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CHRO REQUIRED NOTIFICATION TO BIDDERS

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## NOTIFICATION TO BIDDERS

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals. For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at [http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806).

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

(Revised 09/3/15)

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

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

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

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

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

### 1) Definition of Small Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

<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 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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## PROPOSAL FORMS

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# Town of Griswold

Department of Planning & Community Development

Mario J. Tristany Jr.  
Town Planner

(860)376-7084  
(Ext 111)  
Telephone Number

Bid No: 2016-01

<b>BID SCHEDULE</b> <b>Jewett City, Connecticut Main Street Historical Lighting Project – Phase II</b>  <b><u>IMPORTANT!</u></b> <b><u>RETURN ORIGINAL AND ONE COPY</u></b>	<b>DELIVERY:</b> <b>September 07, 2016 – 2:00 p.m.</b>
	<b>PAYMENT TERMS:</b>  ___% ___ Days, Net 60 Days

Payment terms are Net 60 days. Any deviation may result in bid rejection. Proposal prices shall include transportation charges FOB Town of Griswold.

**BIDDER NAME:**

**SSN or FEIN:**

Page 1 of

Item	Description of Commodity and/or Services	Total Price
A)	<b>Electrical / Traffic Services</b> Installation of decorative lamp posts, electrical fixtures, accessory brackets / banner arms, reinstallation of signage, and the relocation/restoration of the traffic loops and pedestrian signals	\$
B)	<b>Pavement Restoration Services</b> Removal of bituminous pavement and patch segments, sub-base preparation, full-depth pavement restoration, installation of concrete sidewalk panels	\$
	<b>TOTAL BID PRICE</b>	\$
	Total Written Price:	

28 Main Street • Griswold, CT 06351 • Phone (860)376-7084 • Fax (860)376-3789

The undersigned certifies that he/she has read and understood all of the provisions of the Specifications. Any exceptions to the Specifications are noted below and/or on a separate sheet of paper and made a part of this bid. The undersigned also certifies that this bid is being submitted without collusion with any individual or corporation and agrees, by virtue of submitting this bid, that if accepted by the Town of Griswold, this forms a contractual obligation on the part of the bidder to provide the material as bid.

SIGNATURE: \_\_\_\_\_ BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Print Name & Title)

FOR: \_\_\_\_\_  
(Bidder Name)

ADDRESS: \_\_\_\_\_

TOWN/CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TEL NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_  
(Area Code) (Area Code)

EMAIL: \_\_\_\_\_

(CHECK ONE)

No exceptions to the Specifications \_\_\_

Exceptions taken as noted below \_\_\_ or on separate sheet of paper \_\_\_

**Base Bid Proposal Form  
Lighting Improvements  
Jewett City, CT Main Street Historical  
Period Lighting Project - Phase II  
Date of Bid Opening: September 07, 2016  
No bids will be accepted after 2:00 PM "No exceptions"**

The Bidder shall fill in under the column "UNIT PRICE BID", the Unit Prices, written in words and in numbers, for which he proposes to perform the various items of work called for and under the column headed "AMOUNT (Figures)", the amount of the item at the Unit Price Bid. After the proposal is opened and read, the quantities will be extended and totaled in accordance with the prices bid and the bid will be verified or corrected.

Item No.	Item Description	Unit	Approx. Quantity	Unit Price Bid		Amount (Figures)
				Figures	Written in Words	
0001521	Cut Bituminous Concrete Pavement (Cleaning Edges of Trench)	LF	50			
0202000 – Earth Excavation	Removal of Temporary Bituminous Concrete Patching	CY	106			
	Removal of Bituminous Concrete (Between Patch and Existing Pavement / Catch Basins)	CY	37			
	Removal of Bituminous Sidewalk Patches	CY	1			
	Material of Bituminous Concrete (Between Patch and Curbing)	CY	112			
0202452	Test Pit	EA	5			
0212000	Sub-Base Course	CY	212			
0219011	Sedimentation Control System at Catch Basin	EA	11			
0406010-1	Bituminous Concrete - Class 1	TON	296.5			
0406010-4	Bituminous Concrete - Class 4	TON	593			
0406236	Material for Tack Coat	GAL	175			
0406304	Cleaning and Sealing of Joints	LF	2900			
0601000	Class "A" Concrete	CY	2.5			

0921001	Concrete Sidewalk - Thickness 5"	SF	55			
0921005	Concrete Sidewalk Ramp and Detectable Warning Strips	SF	85			
0970007	Trafficperson (Uniformed Flagger)	LS	1			
0971001	Maintenance & Protection of Traffic	LS	1			
0975003	Mobilization	LS	1			
0980001	Construction Staking	LS	1			
1002110	Decorative Light Pole Foundation	EA	2			
1003587	Decorative Light Pole and Fixture	EA	25			
1008126	1-1/2" PVC Conduit in Trench	LF	60			
1012010	No. 10 Single Conductor	LF	8800			
1107001	Pedestrian Push Button and Sign – Pole Mounted	EA	2			
1111401	Loop Vehicle Detector	EA	3			
1118012	Relocation of Traffic Signal Equipment	EA	2			
1206090	Relocate Sign	EA	2			
1210101	4" Epoxy Resin Pavement Markings	LF	50			
1210112	12" Epoxy Resin Pavement Markings	LF	300			
1302061	Adjust Gate Box (Water)	EA	3			

**BID BOND**

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

\_\_\_\_\_, as Principal, and  
(Name of Principal)

\_\_\_\_\_, as Surety,  
(Name of Surety)

are held and firmly bound unto the TOWN OF GRISWOLD, CONNECTICUT,  
hereinafter called the "OWNER", in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ DOLLARS, (\$ \_\_\_\_\_),

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT

WHEREAS, the Principal, has submitted the Accompanying Bid dated \_\_\_\_\_  
20\_\_\_\_\_, for \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified, therein after the opening of the same, or, if no period be specified, within thirty days after the said opening, and shall within the period specified therefore, or if no period be specified, within ten days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the Bid, as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the Amounts for which the Owner may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Surety)

BY: \_\_\_\_\_

## **CONTRACTOR'S QUALIFICATION STATEMENT**

(To be submitted by the Bidder along with the Bid.)

All questions must be answered, and the data given must be clear and comprehensive.

This statement must be notarized. If necessary, questions may be answered on a separate attached sheet. The Bidder may submit any additional information he desires.

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. General character of work performed by your company.
7. Have you ever failed to complete any work awarded to you? If so, where and why?
8. Have you ever defaulted on a contract? If so, where and why?
9. List your major equipment available for this Contract.
10. List your experience in work similar to this project.
11. List the background and experience of the principal members of your organization, including officers.
12. List the work to be performed by subcontractors and summarize the dollar value of each subcontract.
13. Credit available.
14. Give bank reference.
15. Will you, upon request, fill out a detailed financial statement and furnish any information that may be required by the Owner?

16. The undersigned hereby authorizes and request any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Date \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ , 20 \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

By \_\_\_\_\_

Title \_\_\_\_\_

State of \_\_\_\_\_ ) County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn deposes

and says that he is \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_  
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me  
this \_\_\_\_\_ day of, 20 \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

My commission expires \_\_\_\_\_ , 20 \_\_\_\_\_

**HOLD HARMLESS AGREEMENT**

The undersigned covenants and agrees to and shall at all times indemnify, protect and save harmless the Town of Griswold and the State of Connecticut from and against all costs or expenses resulting from any and all losses, damages, detriments, claims, demands, cost and charges including attorney's fees the Town of Griswold and/or the State of Connecticut may directly or indirectly suffer, sustain or be subjected to by reason or on account of the work to be performed pursuant to this Contract or any activities in connection with said Contract whether such losses and damages be suffered or sustained by the Town of Griswold or the State of Connecticut directly or by its employees, licenses or invitees or be suffered or sustained by other persons or corporations who may seek to hold the Town of Griswold or the State of Connecticut liable therefore.

The Contractor shall comply with the Provisions of the Immigration Reform and Control Act of 1986 effective and enforceable as of June 6, 1987 which Act makes unlawful the hiring for employment or subcontracting individuals failing to provide documentation of legal eligibility to work in the United States. The Contractor shall hold the Town of Griswold and the State of Connecticut harmless for the failure of the Contractor to comply with the provisions of said Act.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this on the \_\_\_\_\_ day of \_\_\_\_\_

Signed, Sealed and Delivered

in the Presence of:

Signed:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_

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## **APPENDIX                      INSURANCE REQUIREMENTS**

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Each bidder shall carry and maintain the following insurance coverage during the period of the contract: The Certificate of Insurance for the Limits of Liability stated below should be submitted with your bid to the Finance Department at Town Hall. **Bidders may not perform any work until all insurance requirements are met.**

1. **Comprehensive General Liability Insurance** as will protect him, the Town, and any subcontractor performing work covered by this Contract, from claims for damages for personal injury, including accidental or wrongful death, as well as claims for property damages, which may arise from operations under this Contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Liability insurance shall include premises and operations, products, contractual, owners, and contractors protective. The minimum amounts of such insurance shall be as follows:

- Bodily Injury Liability and Property Damage Liability:  
**\$1,000,000 each occurrence.**
  
- **The Town and the State of Connecticut shall be named as an Additional Insured**  
This **MUST** be stated explicitly on the Certificate or you will be **disqualified**

2. **Worker's Compensation Insurance and Employer's Liability** for all of his employees, employed at the site and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all employees of the later unless such employees are covered by the protection afforded by the Contractor.

- Worker's Compensation and Employer  
Liability: Statutory Limits

3. **Comprehensive Auto Liability Insurance:**

- Bodily Injury Insurance and Property Damage Insurance covering the operation of all Motor Vehicles owned, hired and/or non-owned by the Contractor, or used by the Contractor in the Prosecution of the work under the Contract, shall be in the minimum of **\$1,000,000 each occurrence.**

All policies relating to this Contract shall be so written so that the Town shall be notified of cancellation or change at least thirty (30) days prior to the effective date for each policy and type of coverage except for nonpayment which shall be ten (10) days prior to the cancellation. Renewal certificate covering the renewal of all policies expiring during the life of the Contract shall be filed with the Town not less than ten (10) days before the expiration of such policies. Failure to do so will result in work stoppage and possible contract cancellation.



**AFFIDAVIT**

I, \_\_\_\_\_ acting on behalf of \_\_\_\_\_  
(Name of person signing certification) (Contractor)

of which I am the \_\_\_\_\_, certify and affirm:  
(Title)

Check if provision applicable:

THAT the following Minority Business subcontractors and/or suppliers of materials that  
\_\_\_\_\_ has hired for Contract No. \_\_\_\_\_  
(Contractor)

with \_\_\_\_\_, meet the criteria for Minority Business  
(Awarding Agency)

Enterprises that qualify under current statutory requirements.

List of names of registered MBEs:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Check if provision applicable:

THAT \_\_\_\_\_ has hired the following Minority Business subcontractors or  
(Contractor)

suppliers of materials for Contract No. \_\_\_\_\_ with \_\_\_\_\_  
(Awarding Agency)

that are not registered with the Department of Administrative Services, but which should be  
considered by the Connecticut Commission on Human Rights and Opportunities when  
evaluating

the \_\_\_\_\_ good faith efforts:  
(Contractor)

List of names of unregistered MBEs:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I further certify and affirm that I have read and understand the contract compliance  
requirements codified at Section 4a-60 and Section 46a-71(d) of the Connecticut General  
Statutes.

I further certify and affirm that I have read and understand the Contract Compliance Regulations codified at Section 4a-60-1 and the following Regulations of Connecticut State Agencies.

I understand that false statements made herein are punishable at law.

\_\_\_\_\_  
(Name of Corporation or Firm)

\_\_\_\_\_  
(Signature and Title of Official Making The Affidavit)

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Notary Public/Commissioner of the Superior Court

My Commission Expires. \_\_\_\_\_

State of Connecticut

Commission on Human Rights and Opportunities

Required Contract Language

**Non-Discrimination and Affirmative Action**

(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 race, color, religious creed age, marital status, national origin, ancestry, sex, gender identity or expression sexual orientation, intellectual disability, mental disability or physical disability including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. 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 of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (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 of understanding and each vendor with which such Contractor has a contract of understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68 and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

(B) Any Contractor who is a party to a municipal public works contract or quasi-public agency project, where any such contract is valued at less than \$50,000 for each year of the contract, shall provide the Commission on Human Rights and Opportunities with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subsection (A)(1) above, provided if there is any change in such representation, the Contractor shall provide the updated representation to the Commission not later than 30 days after such change. Any Contractor who is a party to a municipal public works contract or a quasi-public agency project, where any such contract is valued at \$50,000 or

more for any year of the contract, shall provide the Commission with any one of the following: (1) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholder, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under subsection (A)(1) of this section; (2) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (a) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and the executive director of the Commission on Human Rights and Opportunities or designee certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section; or (3) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section and is in effect on the date the affidavit is signed..

(C) If the Contract is a municipal public works contract or a quasi-public agency project, the Contractor agrees and warrants that s/he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. The Contractor shall include the provisions of subdivision (A)(1) of this section in every subcontract or purchase order entered into to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, 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.

(D) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determination of the Contractor's good faith efforts shall include, but shall not be eliminated 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 on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in municipal public works contracts or quasi-public agency projects

“Municipal public works project” means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation, conversion, extension demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, financed by the state funding in an amount equal to fifty thousand dollars or less.

“Quasi-public agency project” means the construction, rehabilitation, conversion, extension, demolition or repair of a building or other changes or improvements in real property pursuant to a contract entered into on or after October 1, 2015, which is financed in whole or in part by a quasi-public agency using state funds, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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## CONTRACT FORMS

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**JEWETT CITY, CT MAIN STREET HISTORICAL PERIOD LIGHTING PROJECT**  
**PHASE II – TOWN OF GRISWOLD, CONNECTICUT**

**FORM OF AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of, 20\_\_\_\_ by and between \_\_\_\_\_ organized and existing under the laws of the State of Connecticut (hereinafter called the "Contractor") and the Town of Griswold (hereinafter called the "Town").

WITNESSETH, that the Contractor and the Town for considerations stated herein, mutually agree as follows:

ARTICLE 1: Statement of Work: The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services and perform and complete all work required for construction of the **Main Street Historical Period Lighting Project – Phase II**. Work shall be performed in strict accordance with the Contract Specifications.

ARTICLE 2: The Contract Price: The Town will pay the Contractor for performance of the Contract in current funds in accordance with the bid proposal for the total work performed. The Town before making payment may require the Contractor to furnish releases or receipts from any or all persons performing work and supplying material or services to the Contractor, or any subcontractor for work under this Contract, if this is deemed necessary to protect its interest.

ARTICLE 3: The Contract: The executed Contract Documents shall consist of the following:

- a) This Agreement
- b) Invitation to Bid
- c) Instructions to Bidders
- d) Information for Bidders
- e) Signed copy of the Bid Proposals, with all attachments required for bidding
- f) General Conditions
- g) Supplemental Conditions
- h) Technical Specifications
- i) Performance Bond and Payment Bond
- j) Construction Drawings entitled "Lighting Improvements on Main Street (Connecticut Route 12) From Slater Avenue (Connecticut Route 138) to North Main Street/East Main Street in the Borough of Jewett City – Town of Griswold – Connecticut – Phase II (A&B)"
- k) Certificate of Insurance
- l) Addenda

THIS AGREEMENT, together with other documents enumerated in ARTICLE 3, which said other documents are as fully a part of this Contract as if hereto attached or herein repeated, form the Contract between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two (2) original copies on the day of the year first above written.

\_\_\_\_\_  
CONTRACTOR

ATTEST:

\_\_\_\_\_  
BY \_\_\_\_\_  
Kevin Skulczyck  
First Selectman of Griswold, Connecticut

(Print or type all names under signature.)

CERTIFICATIONS

“ \_\_\_\_\_  
certify that I am the \_\_\_\_\_ of the  
\_\_\_\_\_ of the  
corporation named as Contractor herein; that

\_\_\_\_\_  
----- who signed this  
Agreement on behalf of the Contractor, was then

\_\_\_\_\_  
of said corporation; that said agreement was duly signed for and on behalf of said  
corporation by authority of its governing body, and is within the scope of its corporate  
powers.

CORPORATE

\_\_\_\_\_  
\_\_\_\_\_  
SEAL

**PERFORMANCE BOND**

That we, \_\_\_\_\_ a \_\_\_\_\_  
(Corporation, Partnership, Individual)

hereinafter called "Principal," and \_\_\_\_\_, of \_\_\_\_\_

State of \_\_\_\_\_, hereinafter called the  
"Surety," are held firmly bound unto the Town of Griswold., Connecticut, hereinafter called  
the "Owner,"

in the penal sum of \_\_\_\_\_

DOLLARS (\$) in lawful money of the United States, for the payment of which  
sum well and truly to be made, we bind ourselves, our heirs, executors, administrators,  
and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, Principal entered into a certain Contract with the Owner, dated the day of  
, 20 , a copy of which is hereto attached and  
made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed hereunder of the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to work of the Specifications.

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20

ATTEST:

\_\_\_\_\_  
(Principal)  
\_\_\_\_\_  
(Principal) Secretary  
(SEAL)  
BY \_\_\_\_\_ (s)  
\_\_\_\_\_  
(Address - Zip Code)  
\_\_\_\_\_  
(Witness as to Principal)  
\_\_\_\_\_  
(Address - Zip Code)  
\_\_\_\_\_  
(Surety)

ATTEST:

\_\_\_\_\_  
(Surety) Secretary  
(SEAL)  
BY: \_\_\_\_\_  
(Attorney-in-fact)  
\_\_\_\_\_  
(Witness as to Surety)  
\_\_\_\_\_  
(Address - Zip Code)  
\_\_\_\_\_  
(Address - Zip Code)

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

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, a \_\_\_\_\_  
(Name of Contractor) (Corporation, Partnership, Individual)  
hereinafter called "Principal," and \_\_\_\_\_, of \_\_\_\_\_ State  
of \_\_\_\_\_, hereinafter called the "Surety," are held firmly  
bound unto the Town of Griswold, Connecticut, hereinafter called the "Town," in the penal  
sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )  
in lawful money of the United States, for the payment of which sum well and truly to be  
made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and  
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, Principal entered into a certain Contract with the Town, dated the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a  
part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees  
that no change, extension of time, alteration, or addition to the terms of the Contract or to the  
work to be performed there under of the Specifications accompanying the same shall in any  
way affect its obligation on this Bond, and it does hereby waive notice of any such change,  
extension of time, alteration, or addition to the terms of the Contract or to work of the  
Specifications.

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Principal) Secretary  
(SEAL)

\_\_\_\_\_  
(Principal)

BY. \_\_\_\_\_(s)

\_\_\_\_\_  
(Address- Zip Code)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address- Zip Code)

\_\_\_\_\_  
(Surety)

ATTEST:

\_\_\_\_\_  
(Surety) Secretary  
(SEAL)

BY: \_\_\_\_\_  
(Attorney-in-fact)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address- Zip Code)

\_\_\_\_\_  
Address- Zip Code)

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

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GENERAL  
CONDITIONS

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## GENERAL CONDITIONS

### 1. DEFINITIONS

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

**Addenda:** Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the bidding documents or the Contract Documents

**Agreement:** The written agreement between the Town and the Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein

**Application for Payment:** The form accepted by the Engineer which is to be used by the Contractor in requesting progress or final payment and which is to include such supporting documentation as is required

**Bid:** The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed

**Bonds:** Bid, performance, and payment bonds, and other instruments of security.

**Change Order:** A written order to the Contractor signed by the Town Planner authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

**Contract Documents:** The Agreement, Addenda (which pertain to the Contract Documents), the Contractor's Bid (when attached as an exhibit to the Agreement), the Bonds, these General Conditions, the Supplemental Conditions, the Specifications, the Drawings (as the same are more specifically identified in the Agreement), together with all modifications issued after the execution of the Agreement

**Contract Price:** The moneys payable by the Town to the Contractor under the Contract Documents as stated in the Agreement

**Contract Time:** The number of days or the date stated in the Agreement for the completion of the Work

**Contractor:** The person, firm, or corporation with whom the Town has entered into the Agreement

**Drawings:** The drawings which show the character and scope of the Work to be performed, and which have been prepared or approved by the Engineer, and are referred to in the Contract Documents

**Effective Date of the Agreement:** The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver

**Engineer:** The Project Design Engineer or authorized representative of the Design Engineer

**Field Order:** A written order issued by the Engineer which orders minor changes in the Work

**Notice of Award:** The written notice by the Town to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, the Town will sign and deliver the Agreement

**Notice to Proceed:** A written notice given by the Town to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform his obligation under the Contract Documents

**Specifications:** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto

**Subcontractor:** An individual, firm, or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of a part of the Work at the site

**Substantial Completion:** the work (or a specific part thereof) has progressed to the point where, in the opinion of the Engineer, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended

**Work:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents

## **2. GENERAL MATTERS**

### Delivery of Bonds:

When the Contractor delivers the executed Agreements to the Town, the Contractor shall also deliver to the Town such Bonds as the Contractor may be required to furnish.

### Copies of Documents:

The Town shall furnish the Contractor with sufficient copies of the Contract Documents as are reasonably necessary for the execution of the Work.

### Preconstruction Conference:

Before the Contractor starts the Work at the site, a conference may be required by the Engineer for review and acceptance of the schedules, to establish procedures for handling Shop Drawings and other submittals, for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

### Commencement of Contract Time; Notice to Proceed:

The Contract Time will commence to run on the effective date of the Agreement, or, if a Notice to Proceed is given on the day indicated in the Notice to Proceed.

### Starting the Project:

The Contractor shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

### Before Starting Construction:

Before undertaking each part of the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The Contractor shall promptly report in writing to the Engineer any conflict, error, or discrepancy, which the Contractor may discover.

Within ten days after the effective date of the Agreement, the Contractor shall submit to the Engineer for review and acceptance an estimated progress schedule indicating the starting and completion dates of the various stages of the Work, a preliminary schedule of Shop Drawing submissions, and a preliminary schedule of values of the Work.

Before any Work at the site is started, the Contractor shall deliver to the Engineer certificates of insurance, which the Contractor is required to purchase and maintain and the Town shall deliver to the Contractor certificates of insurance requested by the Contractor, which the Town is required to purchase and maintain.

## **3. CONTRACT DOCUMENTS; INTENT AND REUSE**

Intent:

The Contract Documents comprise the entire Agreement between the Town and the Contractor concerning the Work.

The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If, during the performance of the Work, the Contractor finds a conflict, error, or discrepancy in the Contract Documents, he shall report it to the Engineer in writing at once and before proceeding with the Work affected thereby.

It is the intent of the Specifications and Drawings to describe a complete project to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words, which have a well-known technical or trade meaning, are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such reference be specified or by implication, shall mean the latest standard specification, manual, or code in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the Town, the Contractor, or the Engineer, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by the Engineer.

The Agreement shall be governed by the laws of the State of Connecticut.

Reuse of Documents:

Neither the Contractor nor any subcontractor, manufacturer, fabricator, supplier, or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of the Engineer, and they shall not reuse any of them on any other project without written consent of the Town and the Engineer and specific written verification by the Engineer.

**4. AVAILABILITY OF LANDS, PHYSICAL CONDITIONS, REFERENCE POINTS**

Availability of Lands:

The Town shall furnish, as indicated in the Contract Documents, the lands upon where the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Unforeseen Physical Conditions:

The Contractor shall promptly notify the Town Planner in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. The Town Planner will promptly review those conditions and determine if further investigation or tests are necessary. If the Town Planner finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by the Contractor, a Change Order shall be issued incorporating the necessary revisions.

## **5. CONTRACTOR'S RESPONSIBILITIES**

### Supervision and Superintendence:

The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

The Contractor shall assign to the project a competent field superintendent. The superintendent shall spend sufficient time at the site as necessary to insure that work is proceeding efficiently and in accordance with the Contract Documents.

The superintendent shall not be replaced, except on a temporary basis because of sickness, vacations, etc. without written notice to the Engineer.

The superintendent shall be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

### Labor, Materials and Equipment:

The Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplemental Conditions, all Work at the site shall be performed during regular working hours, and the Contractor will not permit overtime work or the performance of work on Saturday, Sunday, or any legal holiday without the Engineer's written consent.

The Town of Griswold will supply to the contractor owner purchased materials. The Contractor shall furnish all remaining materials, equipment, labor, transportation, construction, equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the Work.

All materials and equipment shall be of good quality and new, except as otherwise

provided in the Contract Documents. If required by the Town Planner, the Contractor shall furnish satisfactory evidence (including reports or required tests) as to the kind and quality of materials and equipment.

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

Concerning Subcontractors:

The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom the Town may have reasonable objection. A subcontractor or other person or organization identified in writing to the Town by the Contractor prior to the Notice of Award will be deemed acceptable to the Town. Acceptance of any subcontractor, other person, or organization by the Town shall not constitute a waiver of any right of the Town to reject defective Work. If the Town or Town Planner after due investigation has reasonable objection to any subcontractor, other person, or organization proposed by the Contractor after the Notice of Award, the Contractor shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. The Contractor shall not be required to employ any subcontractor, other person, or organization against whom the Contractor has reasonable objection.

The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by the Contractor. Nothing in the Contract Documents shall create any obligation on the part of the Town to pay or to see to the payment of any moneys due any subcontractor or other person or organization, except as may otherwise be required by law. The Town or the Town Planner may furnish to any subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done.

### Permits:

Unless otherwise provided in the Supplemental Conditions, the Contractor shall obtain and pay for all construction permits and licenses. The Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work. The Contractor shall pay all charges of utility service companies for connections to the Work.

### Laws and Regulations:

The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations, applicable to the Work. If the Contractor observes that the Specifications or Drawings are at variance therewith, the Contractor shall give the Engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Change Order. If the Contractor performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules, and regulations, and without such notice to the Engineer, the Contractor shall bear all costs arising therefrom.

### Use of Premises:

The Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

During the progress of the Work, the Contractor shall keep the premises free from accumulation of waste materials, rubbish, and other debris resulting from the Work. At the completion of the Work, the Contractor shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the Town. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

The Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

### Taxes:

No amount shall be included in the bid price for Connecticut State Sales Tax or for Federal Excise and Transportation Taxes.

### Record Documents:

The Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings, and samples at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Design Engineer for examination and shall be delivered to the Design

Engineer upon completion of the Work.

Safety Protection:

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with all applicable laws, ordinances rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify the Town of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury, or loss to any property caused directly or indirectly, in whole or in part, by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed.

The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Engineer.

Emergencies:

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Design Engineer or the Town, is obligated to act to prevent threatened damage, injury, or loss. The Contractor shall give the Design Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

Shop Drawings and Samples:

After checking and verifying all field measurements, the Contractor shall submit to the Engineer for review and approval, in accordance with the accepted schedule of Shop Drawing submissions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable the Engineer to review the information as required.

The Contractor shall also submit to the Engineer for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction, and like information to enable the Engineer to review the information as required.

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

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

The Engineer will review and approve with reasonable promptness shop Drawings and samples, but the Engineer's review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to measurements, dimensions, means, methods, sequences, techniques, or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Engineer and shall return the required number of corrected copies of Shop Drawings and resubmit new samples for review and approval.

The Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Engineer on previous submittals. The Contractor's stamp of approval on any Shop Drawing or sample shall constitute a representation to the Engineer that the Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog number, and similar data or assumes full responsibility for doing so, and that the Contractor has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.

Where a Shop Drawing or sample is required by the Specifications, no related Work shall be commenced until the submittal has been reviewed and approved by the Engineer.

The Engineer's review and approval of Shop Drawings or samples shall not relieve the Contractor from responsibility for any deviations from the Contract Documents, unless the Contractor has in writing called the Engineer's attention to such deviation at the time of submission and the Engineer has given written concurrence and approval to the specific deviation, nor shall any concurrence or approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the Shop Drawings.

### Continuing the Work:

The Contractor shall carry on the Work and maintain the progress schedule during all disputes or disagreements with the Town. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Contractor and the Town may otherwise agree in writing.

### Indemnification:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless The Town, the State of Connecticut, and the Engineer and their agents and employees from and against all claims, damages, losses, and expenses including but not limited to attorney's fees arising out of the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Town or the Design Engineer or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation of the amount of type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

## **6. WORK BY OTHERS**

The Town may perform additional work related to the Project by itself, or have additional work performed by municipal departments, utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. The Contractor shall afford the Town, utility service companies, and the other contractors who are parties to such direct contract reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

If any part of the Contractor's Work depends, for proper execution or results, upon the work of any such other Contractor or utility service company, the Contractor shall inspect and promptly report to the Engineer in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. The Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with the Contractor's Work except for latent or non-apparent defects and deficiencies in the other work.

The Contractor shall do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and integrate with such

other work. The Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected.

If the performance of additional work by other contractors or utility service companies or the Town was not noted in the Contract Documents, written notice thereof shall be given the Contractor prior to starting any such additional work.

## **7. TOWN'S RESPONSIBILITIES**

The Town shall issue all communications to the Contractor through the Design Engineer. The Town shall furnish the data required of the Town under the Contract Documents promptly and shall make payments to the Contractor promptly after they are approved in accordance with the provisions of the Supplemental Conditions.

## **8. ENGINEER'S STATUS DURING CONSTRUCTION**

### Town Representative:

The Design Engineer shall be the Town's representative during the construction period. The duties and responsibilities and the limitations of authority of the Design Engineer as the Town's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of the Town and the Design Engineer.

### Visits to Site:

The Design Engineer or his representative shall make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. In addition, the Design Engineer shall make weekly visits to the site to examine the sediment and erosion controls measures.

### Clarifications and Interpretations:

The Design Engineer shall issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as the Design Engineer may determine necessary.

### Rejecting Defective Work:

The Engineer shall have authority to disapprove or reject Work which is defective, and shall also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed, or completed.

### Decisions on Disagreements:

The Design Engineer shall be the interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes, and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress

of the Work shall be referred to the Design Engineer in writing with a request for a formal decision in accordance with this paragraph, which the Design Engineer shall render in writing within a reasonable time.

Limitations on the Design Engineer's Responsibilities:

Neither the Design Engineer's authority to act under the Contract Documents nor any decision made by the Design Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty of responsibility of the Design Engineer to the Contractor, any subcontractor, any manufacturer, fabricator, supplier, or distributor, or any of their agents or employees, or any other person performing any of the Work.

Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," or "reasonable," "suitable," "acceptable," "proper," or "satisfactory" or adjectives of like effect or import are used, to describe requirement, direction, review, or judgment will be solely to evaluate the Work for compliance with the Contract Documents. The use of any such term or adjective never indicates that the Design Engineer shall have authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of the following:

The Design Engineer will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto.

The Design Engineer will not be responsible for the acts or omissions of the Contractor or of any subcontractors, or of the agents or employees of any Contractor or subcontractor, or of any other persons at the site or otherwise performing any of the Work.

**9. CHANGES IN THE WORK**

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

The Design Engineer may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on the Town and also on the Contractor who shall perform the change promptly. If the Contractor believes that a Field Order justifies an increase in the Contract Price or Contract Time, he shall notify the Engineer promptly in writing.

Additional Work performed without authorization of a Change Order will not entitle

the Contractor to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency.

If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the Town.

## **10. CHANGE OF CONTRACT PRICE**

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to the Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Price.

The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to the Town and the Design Engineer within fifteen days of the occurrence of the event-giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless the Design Engineer allows an additional period of time to ascertain accurate cost data. All claims for adjustment in the Contract Price shall be reviewed by the Design Engineer and after reviewing the Design Engineer's recommendation and any other related information; the Town shall determine and approve any appropriate change in the Contract Price. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved by mutual acceptance of a lump sum.
- On the basis of the Cost of the Work plus a Contractor's Fee for overhead and profit (determined as follows):

### **Cost of the Work:**

The term Cost of the Work means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the Town such costs shall be in amounts no higher than those prevailing in the locality of the Project and shall include only the following items:

Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the Town and the Contractor. Payroll costs for employees not employed full-time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus

the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by the Town. When in the opinion of the Engineer it becomes necessary to perform work outside regular working hours or to employ additional labor in order to maintain the Contractor's progress schedule, the Contractor shall do so without extra compensation.

Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to the Town, and the Contractor shall make provisions so that they may be obtained.

Payments made by the Contractor to the subcontractors for Work performed by subcontractors. If required by the Town, the Contractor shall obtain competitive bids from subcontractors acceptable to the Contractor and shall deliver such bids to the Town who will then determine, with the advice of the Engineer, which bids will be accepted. If a subcontract provides that the subcontractor is to be paid on the basis of Cost of the Work plus a fee, the subcontractor's Cost of the Work shall be determined in the same manner as the Contractor's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents in so far as applicable.

Costs of special consultants (including, but not limited to engineers, architects, testing laboratories, and surveyors) employed for services specifically related to the Work.

Supplemental costs including the following:

The proportion of necessary transportation, travel, and subsistence expenses of the Contractor's employees incurred in discharge of duties connected with the Work.

Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of the Contractor.

Rentals of all construction equipment and machinery and the parts thereof whether rented from the Contractor or others in accordance with rental agreements approved by the Engineer, and the costs of transportation, loading, unloading, installation, dismantling, and removal thereof- all in accordance with terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

The cost of utilities, fuel, and sanitary facilities at the site.

Cost of premiums for additional Bonds and insurance required because of changes in the Work.

The term Cost of the Work shall not include any of the following:

Payroll costs and other compensation of the Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing, and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by the Contractor whether at the site or in his principal or a branch office for general administration of the Work- all of which are to be considered administrative costs covered by the Contractor's Fee.

Expenses of the Contractor's principal and branch offices other than the Contractor's office at the site.

Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.

Cost of premiums for all Bonds and for all insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).

Costs due to the negligence of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials, or equipment wrongly supplied and making good any damage to property.

Other overhead or general expense costs of any kind and the costs of any item not specifically included.

#### Contractor's Fee:

The Contractor's Fee allowed to the Contractor for overhead and profit shall be determined as follows:

A mutually acceptable fixed fee; or if none can be agreed upon, a fee based on the following percentages of the various portion of the Cost of the Work:

For payroll and material costs, the Contractor's Fee shall be ten percent (10%),

For subcontractor costs, the Contractor's Fee shall be five percent (5%); and if a subcontract is on the basis of Cost of the Work plus a Fee, the maximum allowable to the subcontractor as a fee for overhead and profit shall be ten percent (10%), and no fee shall be payable on the basis of any other costs.

The amount of credit to be allowed by the Contractor to the Town for any such change which results in a net decrease. When both additions and credits are

involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Adjustment of Prices:

Whenever the cost of any Work is to be determined pursuant to the above paragraphs, the Contractor will submit in for acceptable to the Design Engineer an itemized cost breakdown together with supporting data.

Cash Allowances:

It is understood that the Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such subcontractors, manufacturers, fabricators, suppliers, or distributors and for such sums within the limit of the allowances as may be acceptable to the Engineer. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The Contractor agrees that the original Contract price includes such sums as the Contractor deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be valid.

**11. CHANGE OF THE CONTRACT TIME**

The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to the Design Engineer within fifteen days of the occurrence of the event-giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence, unless the Engineer allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be reviewed by the Design Engineer and after reviewing the Design Engineer's recommendation and any other related information; the Town shall determine and approve any appropriate change in the Contract Time. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

The Contract Time may be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a claim is made therefor. Such delays may include, but not be limited to, acts or neglect by the Town or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

All time limits stated in the Contract Documents are of the essence of the Agreement.

**12. WARRANTY AND GUARANTEE; TESTS AND INSPECTION; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

Warranty and Guarantee:

The Contractor warrants and guarantees to the Town and the Design Engineer that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected, corrected, or accepted.

Access to Work:

The Design Engineer and the Engineer's representatives, other representatives of the Town, testing agencies, and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection, and testing. The Contractor shall provide proper and safe conditions for such access.

Tests and Inspections:

The Contractor shall give the Design Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals.

If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested, or approved, the Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish the Design Engineer the required certificates of inspection, testing, or approval. The Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the Town's or the Design Engineer's acceptance of a manufacturer, fabricator, supplier, or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to the Contractor's purchase thereof for incorporation in the Work.

All inspections, tests, or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to the Design Engineer and the Contractor.

If any Work that is to be inspected, tested, or approved is covered without written concurrence of the Design Engineer, it must, if requested by the Design Engineer, be uncovered for observation. Such uncovering shall be at the Contractor's expense unless the Contractor has given the Design Engineer timely notice of the Contractor's intention to cover such Work and the Engineer has not acted with reasonable promptness in response to such notice.

Neither observations by the Design Engineer nor inspections, tests, or approvals by others shall relieve the Contractor from his obligations to perform the Work in accordance with the Contract Documents.

### Uncovering Work:

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

If the Design Engineer considers it necessary or advisable that covered Work be observed by the Design Engineer or inspected or tested by others, the Contractor, at the Design Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as the Design Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, including compensation for additional professional services.

### Town May Stop the Work:

If the Work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, the Engineer may order the Contractor to Stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Town to Stop the Work shall not give rise to any duty on the part of the Town to exercise this right for the benefit of the Contractor or any other party.

### Correction or Removal of Defective Work:

If required by the Design Engineer, the Contractor shall promptly, without cost to the Town and as specified by the Design Engineer, either correct any defective work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Design Engineer, remove it from the site and replace it with non-defective work.

### One-Year Correction Period:

If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, the Contractor shall promptly, without cost to the Town and in accordance with the Town's written instructions, either correct such defective Work, or if it has been rejected by the Town, remove it from the site and replace it with non-defective Work. Where it is required for the Contractor to repair, replace, resurface, reseed, replant or to modify, alter, add, or remove hardware, parts, components, or related accessories for the purpose of ensuring proper appearance, performance, or operation, such operations shall be done as required by the Contractor until such time as acceptable performance has been established. Problems which occur shall be corrected in an appropriate fashion under guarantee. The Contractor shall be responsible to attend to and remedy such items within a reasonable amount of time. Appropriate logs, schedules, and reports shall be maintained to reflect these items and their redress.

If the Contractor does not promptly comply with the terms of such instruction, or in an emergency where delay would cause serious risk of loss or damage, the Town may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

Acceptance of Defective Work:

If, instead of requiring correction or removal and replacement of defective Work, the Town prefers to accept it, the Town may do so. In such case, if acceptance occurs prior to final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; if the acceptance occurs after such final payment, an appropriate amount shall be paid by the Contractor to the Town.

Town May Correct Defective Work:

If the Contractor fails within a reasonable time after written notice of the Design Engineer to proceed to correct defective Work or to remove and replace rejected Work as required by the Design Engineer, or if the Contractor fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), the Town may, after seven days' written notice to the Contractor, correct and remedy any such deficiency. In exercising its rights under this paragraph the Town shall proceed expeditiously to the extent necessary to complete corrective and remedial action, the Town may exclude the Contractor from all or part of the site, take possession of all or part of the Work, and suspend the Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the site or for which the Town has paid the Contractor but which are stored elsewhere. The Contractor shall allow the Town, the Town's representatives, agents and employees such access to the site as may be necessary to enable the Town to exercise its rights under this paragraph. All direct and indirect costs of the Town in exercising such rights shall be charged against the Contractor in an amount verified by the Engineer, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise by the Town of the Town rights hereunder.

### **13. PAYMENTS TO CONTRACTOR AND COMPLETION**

#### Schedules:

At least ten days prior to submitting the first Application for a progress payment, the Contractor shall submit to the Design Engineer a progress schedule, a final schedule of Shop Drawing submission, and where applicable, a schedule of values of the Work. These schedules shall be satisfactorily in form and substance to the Design Engineer. The schedule of values shall include quantities and unit prices aggregating the Contract Price, and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payment during construction. Upon acceptance of the schedule of values by the Design Engineer, it shall be incorporated into a form of Application for Payment acceptable to the Design Engineer.

#### Application for Progress Payment:

At least ten days before each progress payment falls due (but not more often than once a month), the Contractor shall submit to the Design Engineer for review an Application for Payment filled out and signed by the Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents and also as the Design Engineer may reasonably require. Each subsequent Application for Payment shall include an affidavit of the Contractor stating that all previous progress payment received on account of the Work have been applied to discharge in full all of the Contractor's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Contract Documents.

#### Contractor's Warranty of Title:

The Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for payment, whether incorporated in the project or not, will pass to the Town at the time of payment free and clear of all liens, claims, security interests, and encumbrances.

#### Review of Applications for Progress Payment:

The Design Engineer will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the Town, or return the Application to the Contractor indicating in writing the Engineer's reasons for refusing the recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application.

The Design Engineer may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations. He may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in the

Engineer's opinion to protect the Town from loss because:

- the Work is defective, or completed Work has been damaged requiring correction or replacement
- written claims have been made against the Town in connection with the Work, the Contract Price has been reduced
- the Town has been required to correct defective Work or complete the Work
- of the Contractor's unsatisfactory prosecution of the Work in accordance with the Contract Documents, and/or
- the Contractor's failure to make payment to subcontractors, or to make payment for labor, materials, or equipment.

Substantial Completion:

When the Contractor considers the entire Work ready for its intended use the Contractor shall, in writing to the Design Engineer, certify that the entire Work is substantially complete and request that the Design Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, the Contractor and Engineer shall make an inspection of the Work to determine the status of completion. If the Engineer does not consider the Work substantially complete, the Engineer will notify the Contractor in writing giving his reasons therefor. If the Engineer considers the Work substantially complete, the Engineer will prepare certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.

The Town shall have the right to exclude the Contractor from the Work after the date of Substantial Completion, but the Town shall allow the Contractor reasonable access to complete or correct items on the list.

Partial Utilization

Use by the Town of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

The Town at any time may request the Contractor in writing to permit the Town to use any part of the Work which the Town believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If the Contractor agrees, the Contractor will certify to the Town and the Design Engineer that said part of the Work is substantially complete and request the Design Engineer to issue a certificate of Substantial Completion for that part for the Work. Within a reasonable time thereafter, the Contractor and Design Engineer shall make an inspection of that part of the Work to determine its status of completion. If the Design Engineer does not consider that part of the Work to be substantially complete, the Design Engineer will notify the Contractor in writing giving his reasons therefor. If the Design Engineer considers that part of the Work to be substantially complete, the Design Engineer will execute and deliver to the Contractor a certificate to that effect, fixing the date of Substantial Completion as to

that part of the Work, attaching thereto a list of items to be completed or corrected before final payment.

In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, the Town may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately useable; provided that prior to any such takeover, the Town and Contractor have agreed as to the division of responsibilities between the Town and Contractor for security, operation, safety, maintenance, correction period, heat, utilities, and insurance with respect to such facility.

Final Inspection:

Upon written notice from the Contractor that the Work is complete, the Design Engineer will make a final inspection with the Contractor and will notify the Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. The Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

After the Contractor has completed all such corrections to the satisfaction of the Design Engineer and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents, and other documents - all as required by the Contract Documents, and after the Engineer has indicated that the work is acceptable, the Contractor may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as the Engineer may reasonably require, together with complete and legally effective releases or waivers (satisfactory to the Town) of all claims arising out of or filed in connection with the Work. In lieu thereof and as approved by the Town, the Contractor may furnish receipts or releases in full; an affidavit of the Contractor that the releases and receipts include all labor, services, material, and equipment for which a claim could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which the Town or its property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment.

Final Payment and Acceptance:

If, on the basis of the Design Engineer's observation of the Work during construction and final inspection, and the Design Engineer's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, the Design Engineer is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, the Design Engineer will, within ten days after receipt of the final Application for Payment, process the Application for payment. Otherwise, the Design Engineer will return the Application to the Contractor, indicating in writing the reasons for refusing

to process final payment, in which case the Contractor shall make the necessary corrections and resubmit the Application.

Contractor's Continuing Obligation:

The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the Design Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by the Town to the Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by the Town, nor any act of acceptance by the Town nor any failure to do so, nor the issuance of a notice of acceptability by the Design Engineer, nor any correction of defective Work by the Town shall constitute an acceptance of work not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the Work in accordance with the Contract Documents.

Waiver of Claims:

The making and acceptance of final payment shall constitute:

A waiver of claims by the Town against the Contractor except for claims arising from unsettled debts, from defective Work appearing after final inspection or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; and it shall not constitute a waiver by the Town of any rights in respect of the Contractor's continuing obligations under the Contract Documents, and a waiver of all claims by the Contractor against the Town other than those previously made in writing and still unsettled.

**14. SUSPENSION OF WORK AND TERMINATION**

The Town May Terminate:

Upon the occurrence of any one or more of the following events:

- if the Contractor is adjudged a bankrupt or insolvent,
- if the Contractor makes a general assignment of the benefit of creditors,
- if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property,
- if the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws,
- if the Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment,
- if the Contractor repeatedly fails to make prompt payments to the subcontractors or for labor, materials, or equipment,
- if the Contractor disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction,
- if the Contractor disregards the authority of the Design Engineer, or

- if the Contractor otherwise violates in any substantial way any provisions of the Contract Document

The Town may after giving the Contractor and his Surety seven days' written notice, terminate the services of the Contractor, exclude the Contractor from the site and take possession of the Work, incorporate in the Work all materials and equipment stored at the site or for which the Town has paid the Contractor but which are stored elsewhere, and finish the Work as the Town may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Town. Such costs incurred by the Town shall be incorporated in a Change Order, but in finishing the Work the Town shall not be required to obtain the lowest figure for the Work performed.

Where the Contractor's services have been so terminated by the Town, the termination shall not affect any rights of the Town against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies due the Contractor by the Town will not release the Contractor from liability.

Upon seven days' written notice to the Contractor, the Town may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable expenses.

Contractor May Stop Work or Terminate:

If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety days by the Town or under an order of court or other public authority, or the Engineer fails to act on an Application for Payment within thirty days after it is submitted, or the Town fails for sixty days to pay the Contractor any sum finally determined to be due, then the Contractor may, upon fourteen days' written notice to the Town and the Design Engineer, terminate the Agreement and recover from the Town payment for all Work executed and any expense sustained. In addition and in lieu of terminating the Agreement, if the Design Engineer has failed to act on an Application for Payment or the Town has failed to make any payment as aforesaid, the Contractor may upon seven days' notice to the Town and the Design Engineer stop the work until payment of all amounts then due. The provisions of this paragraph shall not relieve the Contractor of his obligations to carry on the Work in accordance with progress schedule and without delay during disputes and disagreements with the Town.

## **15. MISCELLANEOUS**

### Giving Notice:

Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### Computation of Time:

When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

### General:

Should the Town or the Contractor suffer injury or damage to his person or property because of any error, omission, or act of the other part or of any of the other party's employees or agents or others for whose acts the other part is legally liable, claim shall be made in writing to the other part within a reasonable time of the first observance of such injury or damage.

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees, and obligations imposed upon the Contractor and all of the rights and remedies available to the Town and the Engineer thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties, and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

### Non-Discrimination:

The Contractor shall agree and warrant that in the performance of the contract, he will not discriminate or permit discrimination against any person or group of persons on the ground of race, color, religious creed, age, marital status, national origin, sex, or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor shall further agree to provide the Commission on Human Rights and

Opportunities with such information requested by the Commission concerning the employment practices and procedures of the Contractor as they relate to the provisions of Section 4-11a of the Connecticut General Status as amended.

Affirmative Action:

If requested by the Town, the Contractor shall submit details of this Affirmative Action Program. Such program shall be modified as and where necessary to meet the requirements of the Town and shall remain in force throughout the contract period.

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SUPPLEMENTAL CONDITIONS

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## SUPPLEMENTAL CONDITIONS

These Supplemental Conditions amend or supplement the General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

### 1. DEFINITIONS

A The Terms used in these Supplemental Conditions which are defined in the General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions.

B. Wherever used in the Contract Documents, the following words have the meanings indicated, which are applied to both the singular and the plural thereof:

"Project Manual" - shall mean the bound volume containing the following Contract Documents:

- Invitation to Bid
- Instruction to Bidders
- Signed copy of the Bid Proposal Forms, with all attachments required for bidding
- Contract Forms
- General Conditions
- Supplemental Conditions
- State Wage Rates
- Technical Specifications
- Performance Bond
- Payment Bond
- Construction drawings entitled "**Lighting Improvements on Main Street (Connecticut Route 12) From Slater Avenue (Connecticut Route 138) to North Main Street/East Main Street in the Borough of Jewett City – Town of Griswold – Connecticut – Phase II (A&B)**" – Sheets: 1-13 of 13
- Certificate of Insurance Addenda

The word "Remove," where it applies to existing materials, shall mean remove entirely from the site unless material is approved by the Engineer for re-use.

In addition, the word "remove" shall imply the patching of all remaining work affected by removal. All existing materials which have been removed shall become the Contractor's property unless otherwise specified.

"As Necessary" or "As Required" - Work referred to as "As Necessary" shall be that work which is required for completed construction, but is not necessarily shown or described in the Contract Documents.

The word "Furnish" or the word "Supply"- shall mean purchase, delivery, and off-loading at the job site including all documentation, storage, and protection.

The word "Install" or the word "Apply"- shall mean set in place complete for normal use or service, all in accordance with the Contract Documents.

The word "Provide" - shall mean furnish (or supply) and install (or apply).

The words "Approved Equal" - shall mean any product which in the opinion of the Engineer is comparable in quality, durability, appearance, strength, performance, design, physical dimension, and arrangement to the product specified, and will function properly in accordance with the design intent.

The word "Product" - shall mean any item of equipment or material provided under the Contract Documents.

## 2. **SCOPE OF WORK**

The work to be completed under this Contract is the installation of streetscape improvements on Main Street (Route 12) from South Main Street to East Main Street. Phase II consists of two separate parts – Part A and Part B. The work for each segment shall generally include the following:

**Part A – Electrical / Traffic Services** involves the installation of the light poles, fixtures, and any other accessory pertaining to the electrical components, including the relocation/restoration of the traffic and pedestrian signals.

**Part B – Pavement Restoration Services** involves the restoration of the pavement within Main Street, including, but not limited to: removal of existing pavement patches, sub-base preparation, restoration of permanent pavement, installation of concrete sidewalk, and any other accessory item related to pavement or sidewalk repair.

The Town reserves the right to decrease the Scope of Work to be done under this Contract, select bid or alternate items in its best interest, or to omit any work in order to bring the cost within available funds. Exercise by the Town of the above rights shall not constitute any grounds or basis of claim for damages or for anticipated profits on work omitted.

## 3. **TIME FOR COMPLETION**

The Contractor shall commence work upon a written "Notice to Proceed" from the Owner and the Contractor shall fully complete this Contract within sixty (60) days from the date of the written "Notice to Proceed."

#### **4. LIQUIDATED DAMAGES**

The Contractor shall proceed with the work at such rate of progress to ensure full completion within the time requirements stated above. It is expressly understood and agreed by and between the Contractor and the Town that the Contract time for the completion of the work described herein shall be reasonable, taking into consideration the climatic and economic conditions and other factors prevailing in the locality of the work.

If the Contractor shall fail to complete the work within the Contract times, or extension of time granted by the Town, then the Contractor and his sureties shall be liable for and shall pay to the Town for each and every calendar day that he shall be in default in completing any given assignment in the time stipulated above, the sum of \$500.00. This sum is hereby agreed upon, not as a penalty, but as fixed liquidated damages which the Owner will suffer by reason of such default, time being of the essence of the Contract and a material consideration thereof.

The Owner shall have the right to deduct the amount of any such damages from any monies due the Contractor under this Contract.

#### **5. PAYMENTS AND RETAINAGE**

Monthly applications for payment shall be submitted to the Design Engineer for consideration. Payment shall be made within thirty days after approval of the application for payment by the Town.

Wage rate certifications shall be submitted with all applications for payment. No payment will be made unless the wage rate certifications have been properly completed.

No payments will be made until the contractor has provided proof that CT DOT permits for the work are in place.

An amount of 95 percent (95%) of the estimated amount due, less any payments previously made and/or any moneys to be held will be paid to the Contractor monthly. The balance will be retained by the Town until final completion of the work. Final payment will not be made until final completion and acceptance by the Town of all work covered by the Contract. The Contractor agrees that he will indemnify and save the Town harmless for all claims growing out of the lawful demands of subcontractors, laborers, suppliers, and assignees.

**6. FAIR EMPLOYMENT PRACTICES**

The successful Contractor shall agree that neither he nor his subcontractors will refuse to hire or employ or to bar or to discharge from employment an individual, or to discriminate against him in compensation or ill terms, conditions, or privileges of employment because of race, color, religious creed, age, sex, national origin, or ancestry, except in the case of a bona fide occupational qualification or need.

The terms stated above are taken from Section 31-126 of the Connecticut General Statutes "Unfair Employment Practices."

**7. CONTRACT DRAWINGS**

The Contract Drawings for this project are as follows:

<u>Sheet Title</u>	<u>Sheet Number</u>
Title Sheet Estimate	EST-01
Existing Conditions	V-01-03
Site Plan	C-01-03
Site Details	D-01-03

**8. SAFETY**

The Contractor shall perform all work in accordance with the latest governmental safety regulations including, but not limited to, the Department of Labor and Office of Safety and Health Administration regulations and suggested practices.

**9. DUST CONTROL**

The contractor shall be responsible for controlling dust from its operations, and when ordered by the Engineer shall use whatever methods necessary for dust control, in a manner satisfactory to the Engineer. No additional payment for this work will be made, and all costs including labor, materials, and equipment shall be considered to be included in the various contract unit prices.

**10. LINES. GRADES. AND MEASUREMENTS**

The controlling lines and grades shall be as shown on the Contract Drawings. Additional batter boards, lines, grades and forms shall be furnished and set by the Contractor if he through willfulness or carelessness removes, or permits to be removed, any reference marks establishing said controlling lines and grades, before the performance of the work requires such removal. The replacement of such reference Marks shall be at the Contractor's expense.

The Contractor shall make all measurements and check all dimensions necessary for the proper construction of the work as directed or as called for in the Specifications.

During the performance of the work, he shall make all necessary measurements to prevent misfitting in said work and be responsible therefore for the accurate construction of the entire work.

**11. PUBLIC ACCESS**

Roads, including driveways, sidewalks, and crossings shall remain passable while work is in progress.

**12. DAILY CLEANUP**

The Contractor shall at the end of each workday, keep the project area clean, and free from debris, excavation materials, or any other items considered as trash.

These items shall be disposed of daily in a legal manner at an approved dumping site. No extra payment shall be made for any work involved in this section.

**13. UTILITIES**

Utilities may be located within the area and may be adjacent to the construction work.

The Contractor shall make all the necessary arrangements with any utility that must be protected or relocated in order to accomplish the work. The Contractor shall be solely responsible for the protection of the operating condition of all active utilities within the areas of construction and he shall take all necessary precautions to avoid damage to existing utilities. Any cost of temporary relocations for the Contractor's convenience shall be paid for by the Contractor.

The Contractor shall avail himself of the Connecticut Underground Utility Protection Plan ("Call Before You Dig"), 2040 Whitney Avenue, Hamden, CT, 06517, Connecticut (Telephone Toll Free: 1-800-922-4455) for notifications to utility companies prior to excavating.

**14. TOILET ACCOMMODATIONS AND DRINKING WATER**

The Contractor shall provide necessary sanitary toilet accommodations and drinking water for the workers. Separate facilities shall be provided for female workers.

**15. SEQUENCE OF INSTALLATION**

Prior to the start of installation, the Contractor shall prepare and submit a sequence of construction for approval by the Design Engineer.

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## TECHNICAL SPECIFICATIONS

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## INTRODUCTION TO THE TECHNICAL SPECIFICATIONS

The following Technical Specifications shall apply to the various items of work which constitute the construction contemplated under this Contract.

Within the Technical Specification of this Contract, the following definitions shall apply:

1. Standard Specifications shall mean the State of Connecticut, Department of Transportation, Bureau of Highways, "Standard Specifications for Roads, Bridges and Incidental Construction, Form 816, dated 2004 and its latest supplements." It should be noted that portions of the Standard Specifications that are referred to in the "METHOD OF MEASUREMENT" and/or "BASIS OF PAYMENT" sections of this Contract's Technical Specifications, may be supplemented, revised and/or amended per these Specifications – these sections shall only be used as a means for interpreting additional services, if necessitated by a Change in Condition, rendered under this Contract. These Specifications shall govern as modified. Within the referred to portions of the Standard Specifications wherein the following terms are used, they shall mean respectively:

Engineer, State, Department, Local Public Agency acting directly or Commissioner through a duly-authorized representative

Inspector Local Public Agency acting directly or through a duly-authorized representative, assigned to make inspections of the work performed and materials furnished by the Contractor.

Laboratory Laboratory designated by the Engineer, Local Public Agency or Owner

2. Applicable Safety Code shall mean the latest edition including any and all amendments, revisions, and additions thereto of the Federal Department of Labor, Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction," the State of Connecticut, Labor Department, "Construction Safety Code," or State of Connecticut "Building Code," whichever is the more stringent for the applicable requirement.
3. Items: Items numbers with 'A' denote the items have special provisions. Please note that these special provisions are particular to this contract and differ from the Form 816. Special provisions are included on the following pages. Sections or Articles referred to with a number refer to the State of Connecticut Department of Transportation, Bureau of Highways Specifications Sections or Articles.
4. Regulatory Agency (ies): Regulatory Agency (ies) shall be defined as the governing body or authority having jurisdiction over or responsibility for a particular activity within the scope of this Contract. They may be as specifically defined within the Special Conditions; otherwise the Contractor shall be responsible to determine same in the local area of the Contract.
5. "These Specifications" where used in the text of the Technical Specifications Items shall mean the Technical Specifications of this Contract.

6. Bid Proposal Items: Payment will only be made for items in the Bid Proposal. Other items may be included in the Specifications but payment for items not listed in the Bid Proposal will be included in the cost of other items of work. Bid Proposal items shall have the same basic alphanumeric designation as the same item in the Specifications with significant suffixes added as required.
7. Item Quantities & Unit Prices: Material specifications and Unit Pricing is included only as a means for interpreting additional services, if necessitated by a Change in Condition, rendered under this Contract. The Project in its entirety is a Lump Sum project as issued for bidding purposes.

### **INTERPRETATION OF FORM 816**

The State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction Form 816 is used as a reference for this project. Whenever the specifications in Form 816, read "Commissioner" it shall be construed to mean "Griswold First Selectmen". Wherever the specifications read "State" it shall be construed to mean "Town of Griswold",

## TECHNICAL SPECIFICATIONS

PLEASE NOTE THAT WHILE FORM 816 APPLIES IN TERMS OF MATERIALS AND CONSTRUCTION METHODS, IN MANY CASES AS OUTLINED IN THESE SPECIFICATIONS, DESCRIPTION, METHOD OF MEASUREMENT AND BASIS OF PAYMENT HAVE BEEN MODIFIED.

State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, 2004 Form 816 and supplements thereto dated, except as otherwise noted herein or on the plans are hereby incorporated into this document. Applicable sections of Form 816 are as follows. Other sections not specifically listed herein may also be required.

<b><u>SECTION</u></b>	<b><u>TITLE</u></b>
2.1	Clearing and Grubbing
2.2	Roadway Excavation, Formation of Embankment & Disposal of Surplus Material
2.05	Trench Excavation
2.07	Borrow
2.09	Subgrade
2.12	Subbase
2.13	Granular Fill
2.19	Sedimentation Control System
4.06	Bituminous Concrete Pavement and Cut Bituminous Concrete Pavement
5.07	Catch Basins, Manholes and Drop Inlets
8.11	Concrete Curbing
8.15	Bituminous Concrete Curbing
9.21	Concrete Sidewalks
9.22	Bituminous Concrete Sidewalk, Bituminous Concrete Driveway
9.24	Concrete Driveway Ramps
9.44	Topsoil
9.49	Furnishing, Planting and Mulching Trees, Shrubs, Vines and Ground Cover Plants
9.50	Turf Establishment
9.71	Maintenance and Protection of Traffic
9.75	Mobilization
9.80	Construction Staking
10.01	Trenching and Backfilling
10.03	Light Standards
10.08	Electrical Conduit
10.10	Concrete Handhole
10.12	Single Conductor
10.17	Service Entrance and Cabinet
12.10	Epoxy Resin Pavement Markings, Symbols and Legends
12.20	Construction Signs

## INDEX TO TECHNICAL SPECIFICATIONS

NOTICE TO CONTRACTOR – PROTECTION OF EXISTING UTILITIES

NOTICE TO CONTRACTOR – ROADWAY ENCROACHMENT PERMIT

NOTICE TO CONTRACTOR – PROSECUTION AND PROGRESS

NOTICE TO CONTRACTOR – GENERAL ELECTRICAL

0001521	CUT BITUMINOUS CONCRETE PAVEMENT
0202000	EARTH EXCAVATION
0202452	TEST PIT
0212000	SUB-BASE COURSE
0219011	SEDIMENTATION CONTROL SYSTEM AT CATCH BASIN
0406010-1	BITUMINOUS CONCRETE – CLASS 1
0406010-4	BITUMINOUS CONCRETE – CLASS 4
0406236	MATERIAL FOR TACK COAT
0406304	CLEANING AND SEALING OF JOINTS
0601000	CLASS “A” CONCRETE
0921001	CONCRETE SIDEWALK
0921005	CONCRETE SIDEWALK RAMPS AND DETECTABLE WARNING STRIPS
0970007	TRAFFICPERSON (UNIFORMED FLAGGER)
0971001	MAINTENANCE AND PROTECTION OF TRAFFIC
0975003	MOBILIZATION
0980001	CONSTRUCTION STAKING
1002110	DECORATIVE LIGHT POLE FOUNDATION
1003587	DECORATIVE LIGHT POLE AND FIXTURE
1008126	1 ½” PVC CONDUIT IN TRENCH
1012010	NO. 10 SINGLE CONDUCTOR
1107001	PEDESTRIAN PUSH BUTTON AND SIGN – POLE MOUNTED
1111401	LOOP VEHICLE DETECTOR
1118012	RELOCATION OF TRAFFIC SIGNAL EQUIPMENT
1206090	RELOCATE SIGN
1210101	4” WHITE EPOXY RESIN PAVEMENT MARKINGS
1210112	12” WHITE EPOXY RESIN PAVEMENT MARKINS
1302061	ADJUST GATE BOX (WATER)

**NOTICE TO CONTRACTOR –  
PROTECTION OF EXISTING UTILITIES**

The Contractor must “Call Before you Dig” at 1-800-922-4455 prior to the start of any excavation. The Contractor must be aware of existing utilities located within the project limits. The Contractor will be responsible for satisfactory repairs to any utilities damaged due to his operations.

Coordination with public and private utility custodians/owners will be required at the onset of construction. The Contractor will be required to reset or adjust all utility castings within the limits of the roadway prior to paving.

The following is a list of utility contact people\*:

Town of Griswold Kevin Skulczyck – First Selectman Griswold Town Hall 28 Main Street Griswold, Connecticut 06351 (860) 376-7060	Jewett City Department of Public Utilities Kenneth Sullivan – Director of Utilities 9 East Main Street Griswold, Connecticut 06351 (860) 376-0756
Town of Griswold Mario J. Tristany, Jr. – Town Planner Griswold Town Hall 28 Main Street Griswold, Connecticut 06351 (860) 376-7060	Jewett City Water Company Robert Sherwood – General Manager Griswold Public Works Garage 91A Slater Avenue Griswold, Connecticut 06351 (860) 376-2963
Town of Griswold – Public Works Todd Babbitt – Superintendent Griswold Public Works Garage 148 Voluntown Road Griswold, Connecticut 06351 (860) 376-7080	

\* Subject to change – Contractor to verify.

## **NOTICE TO CONTRACTOR – ROADWAY ENCROACHMENT PERMITS**

The Town of Griswold currently holds the Highway Encroachment Permit for work within the State Highway System right-of-way.

The Contractor(s) shall be responsible to notify the Permitting Office within the Department of Transportation – District II in Norwich, Connecticut with the schedule of their work activities within the State right-of-way.

There will be no direct payment to the Contractor for this work. The cost associated for noticing ConnDOT under the active permit shall be included in the overall cost of the project.

Note: These plans and specifications have previously been submitted and approved by ConnDOT – District II in Norwich. These plans were developed with input from the ConnDOT. Any further design issues or plan modifications required by ConnDOT, if any, will be addressed by the Town.

## NOTICE TO CONTRACTOR – PROSECUTION AND PROGRESS

### **TIME RESTRICTIONS**

In order to provide for traffic operations as outlined in the Special Provision, Item #0971001A, "Maintenance and Protection of Traffic," the Contractor will not be allowed to perform any work that will interfere with existing traffic operations on Main Street / North Main Street (Route #12), Slater Avenue (Route #138), East Main Street (Route #201) and local side roads as follows:

On the following State observed Legal Holidays:

New Year's Day \*  
Good Friday, Easter \*\*\*  
Memorial Day \*  
Independence Day \*  
Labor Day \*  
Columbus Day  
Thanksgiving Day \*\*  
Christmas Day \*

A Holiday marked with an \* also designates the following restrictions: Apply for the day before and the day after any of the above Legal Holidays.

On the Friday, Saturday and Sunday immediately preceding any of the above Holidays celebrated on a Monday.

On the Saturday, Sunday and Monday immediately following any of the above Holidays celebrated on a Friday.

\*\* From 6:00 a.m. the Wednesday before the Holiday to 8:00 p.m. the Monday after the Holiday.

\*\*\* From 6:00 p.m. the Thursday before the Holiday to 8:00 p.m. the Monday after the Holiday.

### **HALTING TRAFFIC**

It should be noted that the Contractor will be allowed to halt traffic, through use of a traffic control officer, for a period of time not to exceed ten minutes to perform necessary work, as approved by the Engineer, unless noted otherwise.

### **OTHER LIMITATIONS**

No roadway, with the exception of transition areas, shall be open to traffic unless the appropriate pavement markings have been installed unless specified elsewhere within this section. The transition areas shall have pavement markings applied immediately upon opening to traffic.

## **SEQUENCE OF OPERATIONS**

The Contractor shall perform the work on this project in accordance with the following and as outlined in the Technical Specification "Maintenance and Protection of Traffic".

The Contractor is responsible during construction for maintaining access to all businesses and appropriate sight lines at all access points. The work under this Contract shall be limited to only one side of Main Street at a time.

# NOTICE TO CONTRACTOR – GENERAL ELECTRICAL

## PART 1 – GENERAL

### 1.1 GENERAL

All electrical work shall be done in strict accordance with the 1999 National Electrical Code, BOCA, NFPA 101, 1999 Connecticut State Building Code Supplement, 1999 Connecticut Fire Code Supplement, (latest updates) and any other local, state, or federal codes which may apply to the location of the building site. No material other than that contained in the "Latest List of Electrical Fittings" approved by the Underwriters' Laboratories, shall be used in any part of the work. All wiring, conduit, switches and any other material for which label service has been established shall bear the label of the Underwriters' Laboratories. Work shall be in accordance with Jewett City Department of Public Utilities installation standards. See Specification #1003892A – Decorative Light Pole, Light Fixtures, And Concrete Foundations, decorative light pole, light fixture and concrete foundation for additional specifications on street light installation.

### 1.2 SCOPE

- A. The work to be performed shall include all labor, materials, equipment, transportation, construction, facilities, and incidentals necessary for the proper execution, and completion of all electrical work as designed by the contractor and/or herein specified with the intent that the installation shall be complete in every respect and ready for use.
- B. Work Includes but is not limited to:
  - 1. Underground electrical service including excavation and backfilling.
  - 2. **Coordinate the service installation/disconnections with the electric utility company Jewett City Public Utilities – Kenneth Sullivan, Director of Utilities (860) 376-0756**
  - 3. Street Lighting and lighting controls - Install new ornamental street light poles, concrete bases, conduits, wiring, control switches and fixtures including electrical supply and grounding.
  - 4. Install conduit for new underground service to the service enclosure at pole labeled on the plans.

### 1.3 PRODUCT HANDLING

All work, materials and equipment shall be protected from damage. All materials and equipment which is damaged, including installed work, shall be repaired or replaced to the satisfaction of the Town of Griswold.

### 1.4 SLEEVES AND OPENINGS

The Contractor shall furnish and install all necessary sleeves and openings as required to permit the installation of the electrical systems.

## **1.5 EXCAVATION AND BACKFILLING**

- A. The Contractor shall be responsible for trenching, backfilling, and ground restoration for all electrical work.
- B. Saw-cut pavement to facilitate excavation of trenches below roadways. Re-pave over trenches upon completion of electrical work. Backfilling, sub-grade preparation, and paving shall be done as specified under other sections of these specifications.

## **1.6 POWER SHUTDOWNS**

- A. Any power shutdown of adjacent businesses required for the completion of the electrical work shall be scheduled with the businesses/owners and Jewett City Public Utilities at least 24 hours in advance of shutdown.

## **1.7 GUARANTEE FOR EQUIPMENT AND SYSTEMS**

- A. The entire Electrical System shall be guaranteed by this Contractor against original defects of equipment and workmanship for a period of twelve (12) months from date of acceptance by the Owner, unless a longer term is otherwise specified.

## **PART 2 – MATERIALS**

### **2.1 SUBMITTALS**

The contractor shall submit for approval all electrical materials to be incorporated in the work. Submittals shall include manufacturer's names and catalog numbers, descriptive data, manufacturer's ratings and application recommendations, cuts, diagrams, performance curves and such other information as may be required by the design engineer to judge compliance with the requirements and suitability to the application. Items shall be clearly identified as to proposed application.

### **2.2 RACEWAYS**

- A. Rigid Steel Conduit:
  - 1. Shall be used where conduit is exposed to the sunlight or weather.
  - 2. Shall be used for penetrations through concrete slabs.
  - 3. Use where conduit runs below vehicular traffic areas. Minimum size shall be 1 ¼".
- B. Rigid PVC Conduit (Schedule 40):
  - 1. Shall be used in underground locations in landscape areas for electrical branch wiring.
  - 2. Conduit system shall be installed in strict accordance with the manufacturer's instructions and Article 347 of the NEC.

### **2.3 CONDUCTORS AND SECONDARY ELECTRICAL SERVICE**

- A. All feeder conductors shall be copper rated 600 volts, 90 deg. C., Type 'XHHW-2', color coded.
- B. Branch lighting and power conductors shall be rated 600 volts, 90 deg. C., Type

'XHHW-2'.

- C. Light fixture connections to be copper, Type SF-1 - 200 deg. C.
- D. Wire and cable conductors shall be electrical grade annealed copper and fabricated in accordance to ASTM Standards.
- E. Secondary electrical service will be 100 amp, 1 phase, 3 wire, 120/240volts.
- F. The Contractor shall be responsible for filing the 'Request for Electric Service' with the utility company and for coordination of the service installation. Any disconnect charges, new connection charges or other service fees billed by Jewett City Department of Public Utilities shall be paid for by the Electrical Contractor.

## 2.4 HANDHOLE/PULL BOXES

- A. Exterior outlet boxes shall be heavy duty cast steel, weatherproof and shall be of shapes and sizes to suit their respective locations and installations, and shall be provided with covers to suite their function and installation.
- B. Exterior pull boxes shall be furnished in Quazite 'PC' series. Boxes shall be constructed of high strength polymer concrete with flush cover secured with stainless steel bolts. Boxes shall be stackable for added depth.

## 2.5 WIRING DEVICES

- A. Duplex Convenience Receptacles: Specification grade 2 pole, 3 wire NEMA heavy-duty type, self-grounding with bronze contacts which accept plug with two parallel blades and one grounding blade, heat resistant ivory enclosure. One grounding contact terminal. **Light and receptacle on pole shall be on separate circuits.** Lights are to be centrally controlled by separate photo cell at each pole mounted meter/control panel (Installed by Others). All circuits shall be rated at 20 amps / 125 volts AC.
- B. Cover Plates: Aluminum painted to match the pole weatherproof enclosures for outdoor receptacles.

## PART 3 – EXECUTION

### 3.1 CONDUIT INSTALLATION

- A. General:
  - 1. Conduits run underground below pavement and concrete slabs shall be kept a minimum of 18" below grade. Provide rigid steel conduit for sweeps and penetrations through slabs.
  - 2. Care shall be taken to protect underground PVC conduits prior to backfilling.
- B. All trenching and excavation shall be free of rock and that trenching is prepared in accordance with Trenching specifications found elsewhere herein.
- C. Contractor's design shall include coordinating the location of new conduit runs with other utility locations and proposed improvements to avoid interferences.

### **3.3 GROUNDING SYSTEM**

- A. Provide a complete grounding system which will thoroughly ground the non-current carrying metal parts of every piece of installed equipment, as described herein.
- B. System shall be mechanically and electrically connected to provide an independent return path to the grounding sources.
- C. Each grounding conductor shall have a minimum capacity of 25 percent of the rated capacity of the equipment it grounds, unless otherwise indicated.
- D. The minimum size of grounding conductors shall be No. 12 AWG copper.
- E. Install separate green ground conductor in all receptacles, lighting, and power feeders.
- F. See Exterior Lighting grounding requirements.

### **3.4 EXAMINATION AND PERMITTING**

- A. The contractor shall carefully examine and inspect all assemblies for deficiencies in manufacturing, before energizing the equipment.
- B. The Contractor shall obtain an electrical permit for this work from the Town of Griswold.

## **SECTION 1.01 — DEFINITION OF TERMS AND PERMISSIBLE ABBREVIATIONS**

Under the following Article replace the definitions with the following:

### **Article 1.01.01 — Definitions:**

COMMISSIONER: Shall mean the Town of Griswold - First Selectman or his/her agents.

DEPARTMENT: Shall mean the Town of Griswold.

ENGINEER: Shall mean the Town of Griswold First Selectman or his agents.

STATE: Shall mean the Town of Griswold.

TRANSPORTATION MANAGER OF CONTRACTS: Shall mean the Town of Griswold First Selectman or his agents.

DEPARTMENTS ASSISTANT DISTRICT ENGINEER: Shall mean the Town of Griswold First Selectman or his agents.

OWNER: Shall mean the Town of Griswold.

**ITEM #0001521 – CUT BITUMINOUS CONCRETE PAVEMENT**

Refer to Section 2.02 and corresponding materials sections of the 816.

**Method of measurement**

*Add the following:*

Additional sawcut required to correct any damage to cut edges or to correct improperly cut edges shall not be included in the measurement for payment.

**ITEM #0202000 – EARTH EXCAVATION**

Refer to Section 2.02 and corresponding materials sections of the 816

**ITEM #0202452 – TEST PIT**

**Description:** Excavate and backfill a designated area to determine the exact location of utility.

**Materials:** Compacted Granular Fill: Article M.02.02. Bituminous Concrete Materials: Article M.04

**Construction Methods:** Keep affected utility owner apprised of proposed test pit excavation. Excavate only as authorized and as directed by the Engineer. The size, depth and location will be as authorized by the Engineer. If rock greater than 0.5 c.y. is encountered, the Engineer will determine if it must be removed and the method. Do not use explosives. See the pertinent construction methods of Section 2.02.03. When concrete must be removed, reinforced or not, it shall be considered, measured, and paid for as rock in foundation excavation. If unsuitable backfill material is excavated, dispose as directed by the Engineer. Replace with suitable backfill and compact in accordance with Section 2.14. Repair all damaged bituminous pavement in accordance with Section 4.06.03. Sawcut the edges to neat lines if there will be no subsequent excavation at the test pit for a foundation.

**Method of Measurement:** This work shall be measured for payment by the number of Test Pits excavated backfilled and paved.

**Basis of Payment:** This work will be paid for at the contract unit price for each “Test Pit” excavated, which price shall include excavation, unsuitable material disposal, compacted backfill, bituminous pavement, sawcut, pavement repair, all utility costs, all equipment, tools, labor and work incidental thereto.

<u>Pay Item</u>	<u>Pay Unit</u>
Test Pit Excavation	EA

**ITEM #0212000 – SUB-BASE COURSE**

Refer to Section 2.12 and corresponding materials sections of the 816

**ITEM #0219011 – SEDIMENT CONTROL SYSTEM AT CATCH BASIN**

**Description:** This item shall consist of furnishing, installing, maintaining and removing and disposing of sediment controls consisting of geotextile sacks at catch basins in the locations shown on the plans or as ordered by the Engineer. Removal and re-installation is included in this item.

**Materials:** Geotextile sacks shall conform to Section 7.55 and M.08 as supplied by the manufacturer.

**Construction Methods:** The installation of the geotextile sacks shall be in accordance with the details contained in the plans.

**Method of Measurement:** This work shall be measured for payment by the number of geotextile sacks installed complete and accepted in place.

**Basis of Payment:** This work will be paid for at the contract unit price per each (EA) for geotextile sacks complete in place, which price shall include all materials, equipment, tools, and labor incidental thereto. No additional payment shall be made for the cleanout of accumulated sediment.

<u>Pay Item</u>	<u>Pay Unit</u>
Sediment Control System at Catch Basin	EA

**ITEM #0406010-1 – BITUMINOUS CONCRETE – CLASS 1**

**ITEM #0406010-4 – BITUMINOUS CONCRETE – CLASS 4**

**ITEM #0406236 – MATERIAL FOR TACK COAT**

**ITEM #0406304 – CLEANING AND SEALING OF JOINTS**

Refer to Section 4.06 and corresponding materials sections of the 816

**Method of Measurement**

*Change the following:*

This work will be measured for payment by at the actual number of square yards installed and accepted.

**Basis of Payment**

*Change the following:*

The furnishing and placing of bituminous concrete will be paid for at the contract unit price per square yard for “Bituminous Concrete Class ( )”.

<u>Pay Item</u>	<u>Pay Unit</u>
Bituminous Concrete Class 1	SY
Bituminous Concrete Class 4	SY

## **ITEM #0601002 – CLASS “A” CONCRETE**

Refer to Section 6.01 and corresponding materials sections of the 816

## **ITEM #0921001 – CONCRETE SIDEWALK**

## **ITEM #0921005 – CONCRETE SIDEWALK RAMPS AND DETECTABLE WARNING STRIPS**

Refer to Section 9.21 and corresponding materials sections of the 816

### **Description:**

*Add the following:*

This item shall include furnishing and installing Detectable Warning Strips in the locations and to the dimensions and details shown on the plans or as directed by the Engineer.

### **Materials:**

*Add the following:*

The Detectable Warning Strip, for new construction, shall be chosen from the Department's Qualified Products Lists. The tile shall conform to the dimensions shown on the plans Manufacturer's specifications and have a brick red homogeneous color throughout in compliance with Federal Standard 595A Color #22144 or approved equal.

### **Construction Methods:**

*Add the following:*

The Detectable Warning Strip, for new construction, shall be set directly in poured concrete according to the plans and the Manufacturer's specifications and details. The flanges shall be embedded in wet concrete so that after the concrete is cured the surface of the detectable warning strip does not project above the adjacent concrete surface. The Contractor shall place two 25-pound concrete blocks or sandbags on each tile to prevent the tile from floating after installation.

The detectable warning strip shall be installed 6" from the edge of road along the full width of the ramp. The rows of truncated domes in a detectable warning surface shall then be aligned to be perpendicular or radial to the grade break between the ramp, landing, or blended transition and the street.

### **Method of Measurement:**

*Add the following:*

The Detectable Warning strip will not be measured for payment. All materials, equipment, tools and labor incidental thereto shall be included in the Bid price for Concrete Sidewalk.

*Change the following:*

3. Excavation above the finished grade of the sidewalk shall be included in the unit cost of this item.

*Add the following:*

4. All existing curbing, pavement, concrete, handicapped ramps or other materials and items to be removed for the installation of new sidewalk shall be included in the cost of concrete sidewalk.

**Basis of Payment:**

*Change the following:*

This work will be paid for at the unit price per square foot for "Concrete Sidewalk," complete in place.

<u>Pay Item</u>	<u>Pay Unit</u>
Concrete Sidewalk	SF

**ITEM #0970007 – TRAFFICPERSON (UNIFORMED FLAGGER)**

Refer to Section 9.70 and corresponding materials sections of the 816

**9.70.01 — Description**

*Add the following:*

Only the Griswold First Selectman can authorize reimbursable traffic control.

**ITEM #0971001 – MAINTENANCE AND PROTECTION OF TRAFFIC**

**Description:**

*Add the following:*

A staging area will be provided in the rear (unfinished) parking lot of the Town Hall for the entire duration of the project. This location is owned by the Town of Griswold. There shall be no stockpiles, construction fencing, or any other contractor work area or equipment blocking any sidewalk or parking spaces on Main Street.

**Construction Methods:**

**SIGNING**

The Contractor shall maintain all existing side-mounted signs throughout the project limits during the duration of the project. The Contractor shall temporarily relocate signs and sign supports as many times as deemed necessary and install temporary sign supports and foundations if necessary and as directed by the Engineer. The temporary relocation of signs and supports, and the furnishing, installation and removal of any temporary supports and foundations, shall be paid for under the item "Maintenance and Protection of Traffic."

**TRAFFIC SIGNALS**

The Contractor shall keep each traffic signal in the project limits operational at all times during construction in accordance with the Special Provision "Temporary Signalization."

The

Contractor shall install final pavement markings and signing prior to the proposed traffic signal being made fully operational.

#### REQUIREMENTS FOR WINTER

The Contractor shall schedule a meeting with representatives of the Engineer, Maintenance, Traffic, and the Jewett City Water/City to determine what interim traffic control measures the Contractor must accomplish for the winter to provide safety to the motorist and permit adequate snow removal procedures. This meeting shall be held prior to October 31 of each year and will include, but not be limited to, discussion of the status and schedule of the following items: lane and shoulder widths, pavement restoration, traffic signal work, pavement markings, and signing.

#### SIGNING PATTERNS

The Contractor shall erect and maintain all signing patterns in accordance with the traffic control plans contained herein. Proper distances between advance warning signs and proper taper lengths are mandatory. 42 Inch Traffic Cones or Traffic Drums are to be utilized to continue a lane closure.

**Basis of Payment:** Third sentence - delete "barricades, drums, traffic cones". After the third sentence add the following: "Maintenance and Protection of Traffic" does include the cost of fencing, barricades, drums, drums with lights, traffic cones, traffic signs, or other channelization devices necessary to delineate a traffic lane and provide safe pedestrian passage through the project site at all times as shown on the contract plans.

#### ITEM #0975003 – MOBILIZATION

Refer to Section 9.75 and corresponding materials sections of the 816

#### ITEM #0980001 – CONSTRUCTION STAKING

Refer to Section 9.80 and corresponding materials sections of the 816

#### ITEM #1002110 – DECORATIVE LIGHT POLE FOUNDATION

Refer to Section 10.02 and corresponding materials sections of the 816

#### ITEM #1003587 – DECORATIVE LIGHT POLE AND FIXTURE (INSTALLATION ONLY)

Refer to Section 10.03 and corresponding materials sections of the 816

**Description:** This item shall consist of installing decorative street lights and poles and related equipment, manufactured by Sternberg Lighting, on new foundations as indicated on the plans or as directed by the Engineer. **NOTE: The Town of Griswold has purchased the Decorative Lights and Poles and have these items stored at a central location. It is the contractor's responsibility under this item to retrieve the lights and poles and install them at the locations shown on the plans and in accordance to this item**

**Materials:**

The following is for or information purposes only. The material for this item has been pre-purchased by the Town of Griswold.

All material for this work shall be as manufactured by Sternberg Lighting, 555 Lawrence Ave. Roselle, IL 60172.

Luminaire shall be an Acorn style fixture Model No. A850SRLED – Old Town Series.

Post Fitter shall be Model No. 508 (5P)

Driver shall be Model No. ML-120-277

Light source shall be Model No. 6ARC45T3 – 96W.4500K

Optics shall be Type III optics

Post shall be Model No. 8700 – Geneva Series

Pole height shall be 14- feet

Pole shaft shall P5 – 5” straight fluted

Finish for Luminaire and pole shall be standard Black - BK

**Construction Methods:**

*Add the following:*

It shall be the Contractors responsibility to measure the pole base plate bolt hole size and pattern to ensure the foundation anchor bolts are the correct diameter and are placed correctly. The Contractor shall install the pole in accordance with the manufacturer’s recommendations.

The Contractor shall repair all scratches or damaged areas of the surface with a touch up material approved by the manufacturer.

**Method of Measurement:** This work shall be measured for payment by the number of street lights and poles, fitters and bases and related equipment for each, installed, and accepted in place.

**Basis of Payment:**

This work will be paid for at the contract unit price each for "DECORATIVE STREET LIGHT & POLE” complete in place, which shall include retrieving the item from the Town’s storage location and all miscellaneous hardware, tools, entrance fittings and work incidental thereto.

<u>Pay Item</u>	<u>Pay Unit</u>
Decorative Street Light Pole and Fixture	EA

**ITEM #1008126 – 1½” PVC CONDUIT**

Refer to Section 10.08 and corresponding materials sections of the 816

**ITEM #1012010 – NO. 10 SINGLE CONDUCTOR**

Refer to Section 10.12 and corresponding materials sections of the 816

**ITEM #1107001 – PEDESTRIAN PUSH BUTTON AND SIGN – POLE MOUNTED**

Refer to Section 11.07 and corresponding materials sections of the 816

**ITEM #1111401 – LOOP VEHICLE DETECTOR**

Refer to Section 11.11 and corresponding materials sections of the 816

**ITEM #1118012 – RELOCATION OF TRAFFIC CONTROL EQUIPMENT**

Refer to Section 11.18 and corresponding materials sections of the 816

**Description:** This item shall consist of removal and relocating “Push to Walk” buttons and Pedestrian Signal at the signalized intersection of Main Street and Slater Avenue and Ashland Street as shown on the plans as directed by the Engineer and in conformity with these specifications.

**ITEM #1206090 – RELOCATE SIGN**

Refer to Section 12.00 and corresponding materials sections of the 816

**Description:** This item shall consist of removal and relocating existing signs in the locations shown on the plans or as ordered by the Engineer.

**Materials:** Sign posts shall be Sign Support Systems or Skidril Industries LLC 2" 12 GA Model B05200-12A square post coupler, HDAA heavy duty anchor adapter, HDE16 16" anchor extension, 2" 12 GA x 8' long square post and ball end caps as supplied by the manufacturer. Finish for posts and caps shall be powder coated, non-perforated, galvanized and black. (See Manufacturer's quote — For informational purposes only)

**Construction Methods:** The installation of the sign posts and concrete bases shall be as in accordance with the details contained in the plans and the manufacturer's specifications.

**Method of Measurement:** This work shall be measured for payment by the number of existing signs removed and stored and relocated and accepted in place.

**Basis of Payment:** This work will be paid for at the contract unit price per each (EA) for relocated sign complete in place, which price shall include all materials, concrete pad, equipment, tools, and labor incidental thereto. All existing curbing, pavement, concrete or other materials to be removed for the installation of this item shall be included in the unit cost.

<u>Pay Item</u>	<u>Pay Unit</u>
Relocated Sign	EA

**ITEM #1210101 – 4” WHITE EPOXY RESIN PAVEMENT MARKINGS**

**ITEM #1210112 – 12” WHITE EPOXY RESIN PAVEMENT MARKINGS**

Refer to Section 12.10 and corresponding materials sections of the 816

**ITEM #1302061 – ADJUST WATER GATE BOX**

**Description:** The Contractor shall adjust the gate boxes and covers appurtenant to the water mains, as required, and shall furnish and install extension rings, extension stems, and air valve extensions, if necessary, as shown on the construction drawings or as directed by the Jewett City Water Engineer in accordance with these specifications. If the Jewett City Water determines that a water gate box needs to be replaced the Jewett City Water will provide a new gate box at no cost to the contractor. Installation of the new water gate box provided by the Jewett City Water will be included in this pay item.

**Materials:** The Contractor shall furnish or obtain materials as required and extension stems, if necessary, which conform to the specific utilities requirements. All additional materials, including any resurfacing materials and any additional fill required, shall be furnished and placed by the contractor. Gravel shall conform to Article M.02.01. If Jewett City Water determines that a water gate box needs to be replaced then Jewett City Water will provide a new gate box at no cost to the contractor. Installation of the new water gate box provided by the Jewett City Water will be included in this pay item.

**Construction Methods:** The contractor shall carefully excavate around the gate boxes, remove the boxes, install extension stems and air valve extensions, if necessary, and refill the excavation. Care shall be taken to prevent material from filling the inside of the gate box. Any damage done to the water utility facilities by the contractor shall be repaired or replaced by the contractor at the contractor's own expense.

All utility work shall be coordinated with Jewett City Water.

**Method of Measurement:** The adjusting of gate boxes, complete with extension stems, air valve extensions, gate box extension rings, and additional top or bottom sections, if necessary, will be measured for payment as a unit. Where multiple adjustments of a gate box are required, this work shall be measure for payment only once, regardless of the number of adjustment performed.

**Basis of Payment:** This work will be paid for at the contract unit price for "Adjust Water Gate Box" complete in place, which price shall include all materials, equipment, tools, and labor incidental thereto. It shall also include the clearing, trenching, and disposal of excavated materials, refilling trenches, furnishing the additional material for refilling, grading, sheeting, bracing, and pumping. Installation of a new water gate box provided by Jewett City Water Company will be included in this pay item.

<u>Pay Item</u>	<u>Pay Unit</u>
Adjust Water Gate Box	EA

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ADDENDA

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