



**REQUEST FOR PROPOSALS
AND
PROJECT MANUAL
FOR
Housatonic Valley Rail Trail
Section II and III**

**Town RFP No. 2025-05
LOTICIP Proj. No. L084-0001**

**In the Town of
Monroe, Connecticut**

**First Selectman: Terrence P. Rooney
Town Engineer: James DiMeo, P.E.
Director of Public Works: Chris Nowacki
Director of Parks and Recreation: Missy Orosz**

April 21, 2025

**Prepared by:
Stantec Consulting Services, Inc.
55 Church Street
Suite 601
New Haven, CT 06510**

I. INVITATION TO BID

TOWN OF MONROE

Separate sealed bids will be received for **Housatonic Valley Rail Trail – Section II and III, Town RFP Number 2025-05** (LOT/CIP Project No. L084-0001) at the Office of the First Selectman, Town Hall, 7 Fan Hill Road, Monroe, CT, 06468 on 5/19/2025 until 2:00 p.m. current local time, at which time and place they will be publicly opened and read aloud on 5/21/2025 at 10:30 a.m. in room 204, Town Hall, 7 Fan Hill Road, Monroe, CT, 06468.

A complete digital set of the Bid Documents and Plans may be obtained by downloading from the Town of Monroe website at <https://www.monroect.gov/p/request-for-proposals-rfp>. The Bid Documents will contain the Information for Bidders, Form of Bid, Form of Contract, Plans, Specifications, Performance Bond and other Contract Documents.

Paper sets will not be provided. The Contractor can also email antonio.dicamillo@stantec.com to obtain a link/login/password to download the required materials.

It is the sole responsibility of the bidder to see that the bid is in the hands of the proper authority prior to the bid opening date.

Additional Key Dates:

A mandatory pre-bid meeting conference shall be held on the 4/30/2025, at 2:00 p.m., at Town Hall, 7 Fan Hill Road, Monroe, CT, in the auditorium.

Bidder Question Deadline shall be 5/07/2025 @ 4:00 PM.

Town Response Shall be posted by 5/13/2025 @ 4:00PM

The successful bidder or bidders, if any, shall be required to furnish a bond with sufficient surety, satisfactory to the Town of Monroe, for the faithful performance of the contract. The contract and bond must be executed within ten (10) days after notification by the Town of Monroe of the acceptance of the bid. The Bid Bond security shall be made payable to the Owner, in an amount of five percent (5%) of the bidder's maximum bid price and in the form of a Bid Bond (See Section 5.1 of the General Conditions).

The successful bidder or bidders, if any, shall be required to furnish a bond with sufficient surety, satisfactory to the Town of Monroe, for the faithful performance of the contract. The contract and bond must be executed within ten (10) days after notification by the Town of Monroe of the acceptance of the bid.

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. 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. (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

No obviously unbalanced bid will be considered in awarding this contract. No bidder may withdraw a submitted bid within 60 days after the actual date of the opening thereof.

Local bidder preferences are not allowed.

It is required that the prime contractor self-perform a minimum of 50% of the total contract value.

The First Selectman (or duly authorized agent) may evaluate received bids to determine if all vendors have submitted comparable bids and meet the requirements called for. In reviewing the bids, the First Selectman may consider the past performance, financial responsibility and sales and experience of the bidders. The First Selectman reserves the right to reject any or all bids, to waive any defects in same, if it be deemed in the best interest of the Town of Monroe.

Terrance P. Rooney
First Selectman

All bid envelopes must be marked with bid title, bid opening date, time and location of opening (Delivered to First Selectman's Office, 7 Fan Hill Road, Monroe, CT 06468).

DO NOT OPEN BIDS UNTIL 5/21/2025 @ 10:30 a.m.

TABLE OF CONTENTS

(6 pages)

I. **INVITATION TO BID**

II. **STANDARD FORM OF INSTRUCTIONS TO BIDDERS (NSPE)**

1. Defined Terms.....	1
2. Copies of Bidding Documents.....	1
3. Qualifications of Bidders.....	1
4. Examination of Contract Documents and Site.....	1
5. Interpretations.....	1
6. Bid Security.....	1
7. Contract Time.....	1
8. Liquidated Damages.....	2
9. Substitute Material and Equipment.....	2
10. Subcontractors, etc.....	2
11. Bid Form.....	2
12. Submission of Bids.....	2
13. Modification and Withdrawal of Bids.....	2
14. Opening of Bids.....	3
15. Bids to Remain Open.....	3
16. Award of Contract.....	3
17. Performance and Other Bonds.....	3
18. Signing of Agreement.....	3
19. Special Legal Requirements.....	3

III. **PROPOSAL**(16 pages)

IV. **PROPOSAL FORMS**

1. Non-Collusion Affidavit of Prime Bidder.....	page 11 of 16
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TABLE OF CONTENTS (CONT'D)

2.	Statement of Bidder's Qualifications	page 12 of 16
3.	Nondiscrimination In Employment	page 14 of 16
4.	Bid Bond.....	page 15 of 16
V.	<u>AGREEMENT AND BOND FORMS</u>	(6 pages)
1.	Agreement	Page 1 of 6
2.	Performance Bond.....	page 3 of 6
3.	Payment Bond	page 5 of 6
VI.	<u>STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT(NSPE)</u>	
1.	Definitions	7
2.	Preliminary Matters	8
3.	Contract Documents Intent, Amending & Reuse	9
4.	Availability of Lands; Physical Conditions: Reference points	10
5.	Bonds and Insurance.....	11
6.	Contractor's Responsibilities.....	14
7.	Other Work.....	18
8.	Owners Responsibilities	19
9.	Engineer's Status During Construction.....	19
10.	Change in Work.....	21
11.	Change of Contract Price.....	21
12.	Change of Contract Time	24
13.	Warranty and Guarantee: Tests and Inspections: Correction, Removal or Acceptance of Defective Work.....	24
14.	Payments to Contractor & Completion.....	26

15. Suspension of Work and Termination 29
16. Arbitration 31
17. Miscellaneous 32

VII. **SUPPLEMENTAL CONDITIONS**

1. Project SiteSC-1
2. Work to be DoneSC-1
3. Time for Commencement and Completion.....SC-1
4. Liquidated Damages.....SC-2
5. Delay Due to Material Delivery.....SC-2
6. Requirements for Timely Payments.....SC-2
7. Residents Preference in Work.....SC-2
8. Service of ProcessSC-2
9. Sales and Use TaxSC-3
10. InsuranceSC-5
11. Disputes and ArbitrationSC-5
12. Construction Safety and Health Standards.....SC-6
13. Termination.....SC-6
14. Maximum Retainage AllowedSC-7
15. Subsurface InvestigationSC-8
16. Working Hours.....SC-8
17. Access to SiteSC-8
18. Archaeological FindingsSC-8
19. Authority and Duties of Resident Project RepresentativesSC-9
20. Contract Documents and DrawingsSC-9
21. Superintendence and WorkmenSC-9

22.	Mutual Responsibility of Contractors.....	SC-10
23.	Waiver.....	SC-10
24.	Procedure in Construction.....	SC-10
25.	Subcontracts	SC-11
26.	Underground Conditions Not Warranted.....	SC-11
27.	Public Utilities.....	SC-11
28.	Deduction for Uncorrected Work.....	SC-12
29.	Change in Work	SC-12
30.	Basis of Payment.....	SC-13
31.	Substantial Completion	SC-15
32.	Final Inspection.....	SC-15
33.	Final Estimate	SC-16
34.	Final Payment	SC-16
35.	Prevailing Wages	SC-16

VIII. **STATE CONTRACTS AND PROVISIONS**

IX. **TECHNICAL SPECIFICATIONS**

A. **General Requirements**

1.01	Testing and Sampling	GR-1
1.02	Survey Monuments and Points.....	GR-1
1.03	Access to Public and Private Properties	GR-2
1.04	Work in Right-Of-Way	GR-2
1.05	Maintenance of Traffic.....	GR-4
1.06	Cleanup.....	GR-4
1.07	Surplus Excavated Material.....	GR-4
1.08	General (Applicable Specifications)	GR-5

1.09 Call Before You Dig Requirements GR-6

B. Technical Specifications

REFER TO STATE SPECIFICATIONS (FORM 818 AND LATEST AMENDMENTS) AS REFERENCED IN THE GENERAL REQUIREMENTS FOR ALL OTHER TECHNICAL SPECIFICATIONS AND RELATED DATA. THESE TECHNICAL SPECIFICATIONS AS ITEMIZED BELOW REPRESENT VARIATIONS, CLARIFICATIONS AND/OR ADDITIONS TO THE STATE SPECIFICATIONS.

- 02.19 Notice to Contractor – Use of Form 818
- 02.20 Notice to Contractor – Project Sign
- 02.21 Notice to Contractor – Protecting of Existing Utilities
- 02.27 Notice to Contractor – Site Cleanliness
- 02.28 Notice to Contractor – Verification of Dimensions

- 0101000A Environmental Health & Safety
- 0101117A Controlled Materials Handling
- 0101128A Securing, Construction, and Dismantling of a WSA
- 0202315A Disposal of Controlled Materials
- 0506026A Retaining Wall
- 0728032A No 6 crushed stone
- 0901003A Steel Bollard
- 0906202A Wood Fence
- 0921022A Stonedust Path
- 0944106A Stockpiling and Placing Topsoil
- 0949003A Furnishing, Planting, and Mulching Trees, Shrubs, Vines, and Ground Cover Plants
- 0950029A Turf Establishment – New England Mix
- 1117110A RRFB – Type B

Refer to State Specifications as referenced in the General Requirements for all other Technical Specifications and related data.

X. CONTRACT DRAWINGS

Title of Drawing	Number of Plans	Date
COVER SHEET	1	October 29, 2021
OVERALL TRAIL INDEX	1	October 29, 2021
TRAIL PLANS	5	October 29, 2021
TRAIL PROFILES	5	October 29, 2021
SOIL EROSION & SEDIMENTATION NOTES	1	October 29, 2021
TYPICAL SECTIONS AND DETAILS	4	October 29, 2021
TRAIL SECTIONS	6	October 29, 2021
SITE PLAN SHOWING AEOCs AND LLAOECs	1	October 29, 2021
WASTE STOCKPILE AREA DETAILS AND LAYOUT PLAN	1	October 29, 2021

XI. ADDITIONAL INFORMATION

- A. Environmental Information
- B. Geotechnical Information
- C. Permits

INSTRUCTIONS TO BIDDERS

**STANDARD FORM
OF
INSTRUCTIONS TO BIDDERS**

(Standard Form of Instruction to Bidders)

1. Defined Terms

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, NSPE, ACEC Document 1910-8, CSI 56465 (1978 editions) have the meanings assigned to them in the General conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

2. Copies of Bidding Documents

2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or invitation may be obtained from Engineer (unless another issuing office is designated in the Advertisement or Invitation to Bid). Deposit (if applicable) will be refunded to Bidders who submit a completed Bid and return the Bidding Documents in good condition within ten days after opening of Bids.

2.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assume any responsibility for error or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. Qualifications of Bidders

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owners request written evidence of the types set forth in the Supplementary Conditions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. Each bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. Examination of Contract Documents and Site

4.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

4.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by Engineer in preparing the Drawings and Specifications. Owner will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his/her Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

5. Interpretations

All questions about the meaning or intent of the Contract Documents shall be submitted to Engineer in writing. Replies will be issued by Addenda emailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date of opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. Bid Security

6.1 Bid Security shall be made payable to Owner, in an amount of five percent of the Bidder's maximum Bid price and in the form of a Bid Bond (on form attached) issued by a Surety meeting the requirements of paragraph 5.1 of the General Conditions.

6.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Award, Owner may annul The Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by Owner to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of other Bidders will be returned within seven days of the Bid opening.

7. Contract Time

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

8. Liquidated Damages

Provisions for liquidated damages, if any, are set forth in the Agreement.

9. Substitute Material and Equipment

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the "effective date of the Agreement". The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in paragraphs 6.7, 6.7.1 and 6.7.2 of the General Conditions which may be supplemented in the General Requirements.

10. Subcontractors, etc.

10.1 If the Supplementary Conditions require the identity of certain Subcontractors and other persons and organizations to be submitted to Owner in advance of the Notice of Award, the apparent Successful Bidder, and any other Bidder so requested, will within seven days after the day of the Bid opening submit to Owner a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization if requested by Owner. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, either may before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his/her declining to make any such substitution will not constitute grounds for sacrificing his/her Bid Security. Any Subcontractor, other person or organization so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer.

10.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's written consent.

10.3 No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection

11. Bid Form

11.1 The Bid Form is attached hereto; additional copies may be obtained from Engineer.

11.2 Bid Forms must be completed in ink or by typed text. The Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

11.4 All names must be typed or printed below the signature.

11.5 The bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

11.6 The address to which communications regarding the Bid are to be directed must be shown.

12. Submission of Bids

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in a sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

13. Modification and Withdrawal of Bids

13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

13.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid and the Bid Security will be

returned. Thereafter, that Bidder will be disqualified from further bidding on the Work.

14. Opening of Bids

Bids will be opened publicly.

14.1 When Bids are opened publicly they will be read aloud, and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

14.2 When Bids are opened privately, an abstract of the same information will (not) be made available to Bidders within seven days after the date of Bid opening.

15. Bids to Remain Open

All Bids shall remain open for sixty days after the day of the Bid opening, but Owner may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

16. Award of Contract

16.1 Owner reserves the right to reject any and all Bids to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

16.2 In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms. It is Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but Owner may accept them in any order or combination.

16.3 Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.

16.4 Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

16.5 Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

16.6 If the contract is to be awarded it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

16.7 If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within sixty days after the day of the Bid opening.

17. Performance and Other Bonds

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to Owner it shall be accompanied by the required Contract Security.

18. Signing of Agreement

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least three unsigned counterparts of the Agreement and all other Contract Documents. Within fifteen days thereafter Contractor shall sign and deliver at least three counterparts of the Agreement to Owner with all other Contract Documents attached. Within ten days thereafter Owner will deliver all fully signed counterparts to Contractor. Engineer will identify those portions of the Contract Documents not fully signed by Owner and Contractor and such identification shall be binding on all parties.

19. Special Legal Requirements

(Insert provisions as applicable)

- a.) Statements required by federal, state or local law or regulation or funding agency or appropriate reference thereto;
- b.) Bid pricing requirements on base bid alternatives, cash allowances (see paragraph 11.10 of General Conditions), unit prices and acceptable combinations;
- c.) Prepurchasing by Owner and subsequent assignment of purchase order to Contractor;
- d.) Owner's special tax exemption;
- e.) Detailed description of Work with cross-reference to General Requirements; and
- f.) Division of Work into separate parts with cross-reference to General Requirements.

PROPOSAL

TOWN OF MONROE

PROPOSAL

Year 2025
Housatonic Valley Rail Trail – Sections II and III
TOWN RFP NO: 2025-05
LOTICIP PROJECT NO. L084-0001
MONROE, CONNECTICUT

Town of Monroe
7 Fan Hill Road
Monroe, Connecticut 06468

The undersigned _____
doing business in _____
County of _____, has examined the site where the
proposed construction is to take place and has carefully read the Information to Bidders, General
Conditions, Technical Specifications, Addenda (if applicable) and examined the drawings therein
referred to and he proposes and agrees that he/she will contract with the Town of Monroe,
Connecticut to provide all necessary machinery, tools, apparatus, equipment, and other means of
construction and do all the work and furnish all the materials specified in the contract, called for
in the specifications or shown on the drawings in the manner and time prescribed and according
to the requirements of the Engineer, as herein set forth and that he/she will take in full payment,
therefore, the following sums to wit:

This Bid includes Addenda numbered _____
(to be filled in by Bidder if Addenda are issued).

Total Bid Amount, Written in Words: \$ _____

Total Bid Amount, Written in Figures: \$ _____

If the Contractor should choose to employ manufacturers or suppliers other than those listed on the drawings and specifications, he/she shall submit a list of said suppliers as part of the proposal. If no list is included in the proposal, it shall be concluded by the Town that the Contractor will use only those suppliers listed on the drawings. An "or equal" supplier shall be included on the submitted list.

Wherever in the plans and specifications, an item of equipment or material is designated by reference to a particular brand, manufacturer or trade name, it is understood that an approved equal product, acceptable to the Engineer, may be substituted by the Bidder of Contractor, under the conditions as stated above.

In case of a discrepancy between the written words or numeric figures, the numeric figures shall govern.

In case of a discrepancy between the written item figures and the total cost, the total Bid Amount shall govern.

THE UNDERSIGNED FURTHER DECLARES that the signer of this proposal is:

a.) A CORPORATION entitled _____
organized under the laws of the State of _____
and having its principal offices at _____

The names of all partners of a partnership or the principal officers of a corporation must be submitted upon request.

MAILING ADDRESS OF BIDDER:

(Street)

(Telephone No.)

(City) (State) (Zip Code)

SIGNATURE OF BIDDER:

(Name of Corporation)

(Date)

BY: _____
(Signature of Authorized Rep)

(Title)

TOWN OF MONROE
 UNIT PRICES
 HOUSATONIC VALLEY RAIL TRAIL - SECTION II AND III

The bidder shall fill in, under the column "Unit Prices in Figures" the unit prices in numbers, for which he proposes to perform the various items of work called for, and under the column headed "Total Bid Price" the amount of each of the items at the unit price bid.

ITEM NO.	ITEM DESCRIPTION	UNIT	EST'D QTY.	Unit Price in Figures	Total Bid Price Qty X Unit Price
0101000A	Environmental Health and safety	LS	1	\$ _____	\$ _____
0101117A	Controlled Materials Handling	CY	693	\$ _____	\$ _____
0101128A	Securing, Construction and dismanteling of a waste stockpile and treatment area	LS	1	\$ _____	\$ _____
0201001	Clearing and Grubbing	LS	1	\$ _____	\$ _____
0201012	Removal of trees	Ea	20	\$ _____	\$ _____
0202000	Earth Excavation	CY	1050	\$ _____	\$ _____
0202100	Rock Excavation	CY	200	\$ _____	\$ _____
0202308	Excavation and Disposal of Unsuitable Fill	CY	300	\$ _____	\$ _____
0202315A	Disposal of controlled materials	TON	1040	\$ _____	\$ _____

ITEM NO.	ITEM DESCRIPTION	UNIT	EST'D QTY.	Unit Price in Figures	Total Bid Price Qty X Unit Price
0202529	Cut Bituminous Concrete Pavement	LF	73	\$ _____	\$ _____
0207000	Borrow	CY	1650	\$ _____	\$ _____
0209001	Formation of Subgrade	SY	6040	\$ _____	\$ _____
0213100	Granular Fill	CY	1318	\$ _____	\$ _____
0219001	Sedimentation Control System	LF	4326	\$ _____	\$ _____
0506026A	Retaining Wall	SF	5920	\$ _____	\$ _____
0686000.15	15" RC Pipe 0-10' Deep	LF	106	\$ _____	\$ _____
0686000.18	18" RC Pipe 0-10' Deep	LF	46	\$ _____	\$ _____
0686700.15	15" RC Drainage Pipe End	EA	6	\$ _____	\$ _____
0686700.18	18" RC Drainage Pipe End	EA	2	\$ _____	\$ _____

ITEM NO.	ITEM DESCRIPTION	UNIT	EST'D QTY.	Unit Price in Figures	Total Bid Price Qty X Unit Price
0703012	Modifield Riprap	CY	54	\$ _____	\$ _____
0728032A	No. 6 Crushed Stone	CY	110	\$ _____	\$ _____
0751711	6" Underdrain	LF	1050	\$ _____	\$ _____
0751898	Concrete Endwall	EA	2	\$ _____	\$ _____
0755009	Geotextile	SY	6040	\$ _____	\$ _____
0811003	Precast Concrete Curbing	LF	20	\$ _____	\$ _____
0815001	Bituminous Concrete Lip Curbing	LF	40	\$ _____	\$ _____
0815091	Removal of Bituminous Concrete Lip Curbing	LF	60	\$ _____	\$ _____
0901003A	Steel Bollard	EA	6	\$ _____	\$ _____
0905002	Rebuild Stone Wall	LF	20	\$ _____	\$ _____

ITEM NO.	ITEM DESCRIPTION	UNIT	EST'D QTY.	Unit Price in Figures	Total Bid Price Qty X Unit Price
0906202A	Wood Fence	LF	1630	\$ _____	\$ _____
0913023	6' Polyvinyl Chloride Chain Link Fence	LF	947	\$ _____	\$ _____
0913069	Temporary 8' Chain Link Fence	LF	385	\$ _____	\$ _____
0921022A	Stonedust Pathway	SF	45257	\$ _____	\$ _____
0921039	Detectable Warning Strip	EA	4	\$ _____	\$ _____
0922001	Bituminous Concrete Sidewalk	SY	74	\$ _____	\$ _____
0944000	Furnishing and Placing Topsoil	SY	100	\$ _____	\$ _____
0944106A	Stockpiling and Placing Topsoil	CY	1144	\$ _____	\$ _____
0947207	Bicycle Stand	EA	1	\$ _____	\$ _____
0949003A	Furnishing, Planting and Mulching Trees, Shrubs, and Plants	LS	1	\$ _____	\$ _____

ITEM NO.	ITEM DESCRIPTION	UNIT	EST'D QTY.	Unit Price in Figures	Total Bid Price Qty X Unit Price
0949026	Pruning and Trimming	LS	1	\$ _____	\$ _____
0950029A	Turf Establishment - New England Mix	SY	1904	\$ _____	\$ _____
0950039	Erosion Control Matting Type D	SY	1904	\$ _____	\$ _____
0950042	Wetland Seeding	SY	239	\$ _____	\$ _____
0952101	Modify Planter	LS	1	\$ _____	\$ _____
0970006	Traffic-person (Municipal Police Officer) (Estimated Cost)	est	10000	\$10,000	Ten Thousand Dollars
0971001	Maintenance and Protection of Traffic	LS	1	\$ _____	\$ _____
0974000	Removal of Existing Masonry	CF	300	\$ _____	\$ _____
0975004	Mobilization and Project Closeout	LS	1	\$ _____	\$ _____
0978002	Traffic Drum	EA	25	\$ _____	\$ _____

ITEM NO.	ITEM DESCRIPTION	UNIT	EST'D QTY.	Unit Price in Figures	Total Bid Price Qty X Unit Price
0980001	Construction Staking	LS	1	\$ _____	\$ _____
0981100	42" Traffic Cones	EA	25	\$ _____	\$ _____
0992090	Bench	EA	2	\$ _____	\$ _____
1117110A	RRFB - Types A-B	EA	2	\$ _____	\$ _____
1207039	Sign Face-Extruded Aluminium (Type IX Retroreflective Sheeting)	SF	53	\$ _____	\$ _____

PROPOSAL FORMS

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF)
) SS:
COUNTY OF)

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

1. He/she is (owner, partner, officer, representative or agent)
of _____, the Bidder that has submitted the
attached Bid for Year 2025 , **Housatonic Valley Rail Trail – Section II and III, Town
RFP No. 2025-05 (LOTICIP Project Number L084-0001)**
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of
all pertinent circumstances respecting such Bid:
3. Such Bid is genuine and is not a collusive or sham Bid:
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this Affiant, has in any way colluded, conspired,
connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a
collusive or sham Bid in connection with the Contract for which the attached Bid has been
submitted or to refrain from Bidding in connection with such Contract, or has in any manner,
directly or indirectly, sought by agreement or collusion or communication or conference with
any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other
Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any
other Bidder or to secure through any collusion, conspiracy, connivance or unlawful
agreement any advantage against the Town or any person interested in the proposed Contract.
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any
collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of
its agents, representatives, owners, employees, or parties in interest, including this Affiant.

(Signed) _____

(Title)

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

(Title)

My Commission Expires: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

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 separate attached sheets. The Bidder may submit any additional information he/she 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. Contracts on hand: Schedule these, showing amount of each contract and the appropriate dates of completion.
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you?
If so, where and why?
9. Have you ever defaulted on a contract? If so, where and why?
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
11. List your major equipment available for this contract.
12. Experience in construction work similar in importance to this project.
13. Background and experience of the principal members of your organization including the officers.
14. List the work to be performed by subcontractors and summarize the dollar value of each subcontract.
15. Credit available.
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Town of Monroe.

17. The undersigned hereby authorized and requests any person, firm, or corporation to furnish any information requested by the Town of Monroe in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this _____ day of _____, Yr. _____

(Name of Bidder)

By: _____

Title: _____

STATE OF)
) SS:
COUNTY OF)

_____, being duly sworn deposes and says

that he/she 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 _____, Yr. _____

Notary Public

My Commission Expires: _____, Yr. _____

NONDISCRIMINATION IN EMPLOYMENT

STATE OF)
) SS:
COUNTY OF)

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

- 1. He/She is (owner, partner, officer, representative or agent) of _____, the Bidder that has submitted the attached Bid:
- 2. Said Bidder (has_____) (has not_____) previously performed work subject to the President's Executive Order No. 11246, or any preceding similar Executive Order.

Signed: _____

Title

Subscribed and sworn to before me this _____ day of _____ Yr. _____

Title

My Commission Expires _____, Yr. _____

AGREEMENT AND BOND FORMS

BID BOND

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

_____ as principle, and
(Name of Principal)

_____ as Surety,
(Name of Surety)

are held and firmly bound unto the TOWN OF MONROE, CONNECTICUT, hereinafter

Called the "Town", 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 the _____ day of

_____ Yr. _____ a copy of which is hereto attached and made part

hereof for the construction of: _____

Yr. _____ (List Project Title) _____

Project No: _____

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 not period be specified, within ten days after the prescribed forms are presented to him for signature, enter into a written contract with the Town 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 Town the difference between the amount specified in said Bid and the Amounts for which the Town 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.

_____(L.S.)
(Principal)

(Surety)

BY: _____

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ Yr. _____, by and between TOWN OF MONROE, hereinafter called the "OWNER" acting through its PUBLIC WORKS DEPARTMENT and _____ (a corporation) of _____, County of _____ and State of _____, hereinafter called the "CONTRACTOR".

W I T N E S S E T H:

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Construction of **Housatonic Valley Rail Trail – Section II and III** described in "Specifications for Housatonic Valley Rail Trail – Phase II and II, Town RFP No. 2025-05, LOTCIP Project Number L084-0001 including addenda thereto, dated _____ being nos. _____, as further described in the Proposal for Construction submitted by the Contractor, dated _____, and all documents included therein by reference: hereinafter called the "Project" for the sum of _____ DOLLARS (_____)

and all extra work in connection therewith, under the terms as stated in the General and Supplemental Conditions of the Contract, and at his (her or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurances and other accessories and services necessary to complete the said Project in accordance with the conditions and prices stated in the Advertisement for Bids, Information for Bidders, Proposal, the General Conditions and Supplemental Conditions for the Contract, the Plans, which include all maps, plates, prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Stantec** herein entitled the "Engineer", all of which, including all Addenda thereto, are made a part of and collectively evidence and constitute the Contract.

The CONTRACTOR hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the OWNER, and to fully complete the Project within the time limit specified in the Supplemental Conditions, and as herein provided in the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and the supplemental unit prices in the proposal and to make payments on account thereof as provided in the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in three (3) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

OWNER: _____

CORPORATE SEAL:

BY: _____

(Title)

ATTEST: _____

CONTRACTOR: _____

CORPORATE SEAL

BY: _____

(Title)

ATTEST _____

CERTIFICATION

I, the undersigned, _____, the duly authorized and acting legal representative of the Town of Monroe do hereby certify as follows:

I have examined the above Contract(s) and Surety Bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid Agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives, have full power and authority to execute said Agreements on behalf of the respective parties named thereon: and that the foregoing Agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

Signature

Date

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)

_____ a _____
(Corporation)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____,
hereinafter called the "Surety" are held firmly bound unto the TOWN OF MONROE,
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 _____, Yr. _____, a copy of
which is hereto attached and made a part hereof for the construction of:

**Year 2022, Housatonic Valley Rail Trail – Section II and III
Town RFP No. 2025-05, LOTCIP Project Number L084-0001**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties,
all the undertakings, covenants, terms, conditions and agreements of said Contract during the
original term thereof, and any extensions thereof which may be granted by the Owner, with or
without notice to the Surety, and 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 thereunder of the specifications accompanying the same shall in any
wise affect its obligation on this Bond, and it does 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.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)

_____ a _____
(Corporation, Partnership or Individual)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____,

hereinafter called the "Surety", are held firmly bound unto the TOWN OF MONROE,
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 _____, Yr. _____ a copy of
which is hereto attached and made a part hereof for the construction of:

**Year 2022, Housatonic Valley Rail Trail – Section II and III
Town RFP No. 2025-05, LOTCIP Project Number L084-0001**

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, equipment and tools, consumed or used in connection with the construction of such
work, and all insurance premiums on said work, and for all labor, performed in such work
whether by subcontractor or otherwise, then this obligation shall be void:
otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and
agrees that no change, extension of time, alteration or addition to the terms of the Contract or
to the work to be performed thereunder of the specifications accompanying the same shall in any
wise 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 _____, Yr. _____

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.

GENERAL CONDITIONS

STANDARD
GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT

National Society of Professional Engineers

.....

TABLE OF CONTENTS OF GENERAL CONDITIONS

Article Number	Title	Page
1	DEFINITIONS	7
2.	PRELIMINARY MATTERS.....	8
3.	CONTRACT DOCUMENTS: INTENT, AMENDING AND REUSE.....	9
4.	AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS.....	10
5.	BONDS AND INSURANCE.....	11
6.	CONTRACTOR'S RESPONSIBILITIES	14
7.	OTHER WORK.....	18
8.	OWNER'S RESPONSIBILITIES	19
9.	ENGINEER'S STATUS DURING CONSTRUCTION	19
10.	CHANGES IN THE WORK.....	21
11.	CHANGE OF CONTRACT PRICE	21
12.	CHANGE OF CONTRACT TIME.....	24
13.	WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK	24
14.	PAYMENTS TO CONTRACTOR AND COMPLETION.....	26
15.	SUSPENSION OF WORK AND TERMINATION.....	29
16.	ARBITRATION	31
17.	MISCELLANEOUS	32

INDEX TO GENERAL CONDITIONS

Article or Paragraph Number	
Acceptance of Insurance.....	5.13
Access to the Work.....	13.2
Addenda-definition of (see definition of Specification.....)	1
Agreement-definition of.....	1
All Risk Insurance.....	5.6
Amendment, Written.....	1.3,1.1
Application for Payment-definition of.....	1
Application for Payment, Final	14.12
Application for Progress Payment.....	14.2
Application for Progress Payment review of.....	14.4-14.7
Arbitration	16
Authorized Variation in Work.....	9.5
Availability of Lands.....	4.1
Award, Notice of-defined.....	1
Before Starting Construction	2.5-2.7
Bid-definition of.....	1
Bonds and Insurance-in general.....	5
Bonds-definition of.....	1
Bonds, Delivery of.....	2.1,5.1
Bonds, Performance and Other.....	5.1-5.2
Cash Allowances.....	11.8
Change Order-definition of	1
Change Orders-to be executed.....	10.4
Changes in the Work.....	10
Claims, Waiver of-on Final Payment.....	14.16
Clarifications and Interpretations.....	9.4
Cleaning.....	6.17
Completion	14
Completion, Substantial.....	14.8-14.9
Conference, Preconstruction.....	2.8
Conflict, Error, Discrepancy-Contractor to Report.....	2.5,3.3
Construction Machinery, Equipment, etc	6.4
Continuing Work.....	6.29
Contract Documents-amending and supplementing.....	3.4-3.5
Contract Documents-definition of	1
Contract Documents-Intent.....	3.1-3.3
Contract Documents - Reuse of.....	3.6
Contract Price, Change of.....	11
Contract Price- definition.....	1
Contract Time, Change of	12
Contract Time, Commencement of.....	2.3
Contract Time-definition of	1
Contractor-definition of	1
Contractor May Stop Work or Terminate.....	15.5
Contractor's Continuing Obligation	14.15
Contractor's Duty to Report Discrepancy in Documents.....	2.5,3.2
Contractor's Fee-Cost Plus.....	11.4,5.6
	11.5,11.6-11.7
Contractor's Liability Insurance.....	5.3
Contractor's Responsibilities-in general	6
Contractor's Warranty of Title	14.3
Contractors-Other	7
Contractual Liability Insurance.....	5.4
Coordinating Contractor-definition of.....	7.4
Coordination	7.4
Copies of Documents.....	2.2
Correction or Removal of Defective Work. `	13.11
Correction Period, One Year.....	13.12
Correction, Removal or Acceptance of Defective Work-in general	13.11-13.14
Cost-net decrease.....	11.6.2
Cost of Work	11.4-11.5
Costs, Supplemental.....	11.4.5
Day-definition of	1
Defective-definition of.....	1
Defective Work, Acceptance of.....	13.13
Defective Work, Correction or Removal of	13.11
Defective Work-in general.....	13,14.7-14.11
Defective Work, Rejecting.....	9.6
Definitions	1
Delivery of Bonds	2.1
Determination for Unit Prices	9.10
Disputes, Decisions by Engineer.....	9.11-9.12
Documents, Copies of.....	2.2
Documents, Record.....	6.19
Documents, Reuse.....	3.6
Drawings-definition of.....	1
Easements.....	4.1
Effective date of Agreement-definition of	1
Emergencies	6.22
Engineer-definition of.....	1
Engineer's Decisions.....	9.10-9.12
Engineer's -Notice Work is Acceptable.....	14.13
Engineer's Recommendation of Payment.....	14.4, 14.13
Engineer's Responsibilities, Limitations on.....	6.6,9.11,9.13-9.16
Engineer's Status During Construct. in gen..	9
Equipment, Labor, Materials and.....	6.3-6.6
Equivalent Materials and Equipment.....	6.7
Explorations of physical conditions	4.2
Fee, Contractor's-Costs Plus.....	11.6
Field Order-definition of.....	1
Field Order-issued by Engineer.....	3 5.1,9.5
Final Application for Payment.....	14.12
Final Inspection	14.11
Final Payment and Acceptance	14.13
Final Payment, Recommendation of	14.13-14.14
General Provisions.....	17.3-17.4
General Requirements-definition of.....	1
General Requirements-principal references to.....	2.6,4.4,6.4, 6.6-6.7,6.23

Giving Notice.....	17.1	Payments to Contractor-when due.....	14.4,14..13
Guarantee of Work-by Contractor.....	13.1	Payments to Contractor-withholding.....	14.7
Indemnification.....	6.30-6.32,7.5	Performance and other Bonds.....	5.1-5.2
Inspection, Final.....	14.11	Permits.....	6.13
Inspection, Tests and.....	13.3	Physical Conditions.....	4.2
Insurance, Bonds and-in general.....	5	Physical Conditions-Engineer's review.....	4.2.4
Insurance, Certificates of.....	2.7,5	Physical Conditions-existing structures.....	4.2.2
Insurance, completed operations.....	5.3	Physical Conditions-explorations and reports.....	4.2.1
Insurance, Contractor's Liability.....	5.3	Physical Conditions-possible document change.....	4.2.5
Insurance, Contractual Liability.....	5.4	Physical Conditions-price and time adjustments.....	4.2.5
Insurance, Owner's Liability.....	5.5	Physical Conditions-report of differing.....	4.2.3
Insurance, Property.....	5.6-5.13	Physical Conditions-Underground Facilities.....	4.3
Insurance, Waiver of Rights.....	5.11	Preconstruction Conference.....	2.8
Intent of Contract Documents.....	3.3,9.14	Preliminary Matters.....	2
Interpretations and Clarifications.....	9.4	Premises, Use of.....	6.16-6.18
Investigations of physical conditions.....	4.2	Price, Change of Contract.....	11
Labor, Materials and Equipment.....	6.3-6.5	Price-Contract-definition of.....	1
Laws and Regulations-definition of.....	1	Progress Payment, Applications for.....	14.2
Laws and Regulations-general.....	6.14	Progress Payment-retainage.....	14.2
Liability Insurance-Contractor's.....	5.3	Progress schedule.....	2.6,2.9
Liability Insurance-Owner's.....	5.5	6.6,6.29,15.2.6	
Liens-definitions of.....	14.2	Project-definition of.....	1
Limitations on Engineer's Responsibilities.....	6.6,9.11,9.13-9.16	Project Representation-provision for.....	9.3
Materials & equipment-furnished by Contractor.....	6.3	Project Representative,Resident-definition of.....	1
Materials and equipment-not incorporated		Project, Starting the.....	2.4
in Work.....	14.2	Property Insurance.....	5.6-5.13
Materials or Equipment-equivalent.....	6.7	Property Insurance-Partial Utilization.....	5.15
Miscellaneous Provisions.....	17	Property Insurance-Receipt and Application	
Multi-prime contracts.....	7	of Proceeds.....	5.12-5.13
Notice, Giving of.....	17.1	Protection, Safety and.....	6.20-6.21
Notice of Acceptability of Project.....	14.13	Punch List.....	14.11
Notice of Award-definition of.....	1	Recommendation of Payment.....	14.4,14.13
Notice to Proceed-definition of.....	1	Record Documents.....	6.19
Notice to Proceed-giving of.....	2.3	Reference Points.....	4.4
"Or-Equal" Items.....	6.7	Regulation, Laws and.....	6.14
Other Contractors.....	7	Rejecting Defective Work.....	9.6
Other Work.....	7	Related Work at Site.....	7.1-7.3
Overtime Work-prohibition of.....	6.3	Remedies Not Exclusive.....	17.4
Owner-definition of.....	1	Removal or Correction of Defective Work.....	13.11
Owner May Correct Defective Work.....	13.14	Resident Project Representative-definition of.....	1
Owner May Stop Work.....	13.10	Resident Project Representative-provision for.....	9.3
Owner May Suspend Work, Terminate.....	15.1-15.4	Responsibilities, Contractor's in general.....	6
Owner's Duty of Execute Change Order.....	11.8	Responsibilities Engineer's in general.....	9
Owner's Liability Insurance.....	5.5	Responsibilities, Owner's-in general.....	8
Owner's Representative-Engineer to serve as.....	9.1	Retainage.....	14.2
Owner's Responsibilities in general.....	8	Reuse of documents.....	3.5
Owner's Separate Representative at site.....	9.3	Rights of Way.....	4.1
Partial Utilization.....	14.10	Royalties, Patent Fees and.....	6.12
Partial Utilization-definition of.....	1	Safety and Protection.....	6.20-6.21
Partial Utilization-Property Insurance.....	5.15	Samples.....	6.23-6.28
Patent Fees and Royalties.....	6.12	Schedule of progress.....	2.6,2.8-2.9
Payments, Recommendation of.....	14.4-14.7,14.13	6.6,6.29,15.2.6	
Payments to Contractor-in general.....	14	Schedule of Shop Drawing Submissions.....	2.6,2.8-2.9
		6.23,14.1	
		Schedule of values.....	2.6,2.8-2.9,
		14.1	
		Schedules, Finalizing.....	2.9
		Shop Drawings and Samples.....	6.23-6.28
		Shop Drawings,- Definition of.....	1
		Shop Drawings, use to approve substitutions.....	6.7.3

Site Visits to-by Engineer.....	9.2	Time, Computation of.....	17.2
Specifications-definition of.....	1	Time, Contract-definition of.....	1
Starting Construction, Before.....	2.5-2.8	Uncovered Work.....	13.8-13.9
Starting the Project.....	2.4	Underground Facilities-definition of.....	1
Stopping Work-by Contractor.....	15.5	Underground Facilities-not shown or indicated.....	4.3.2
Stopping Work-by Owner.....	13.10	Underground Facilities -protection of	4.3.6.20
Subcontractor-definition of.....	1	Underground Facilities-shown or indicated	4.3.1
Subcontractors-in general.....	6.8-6.11	Unit Price Work-definition of.....	1
Subcontracts-required provisions.....	5.11.1,6.11,11.4.3	Unit Price Work -general.....	11.9,14.1,14.5
Substantial Completion-certification of	14.8	Unit Prices	11.3.1
Substantial Completion-definition of....	1	Unit Prices, Determination for.....	9.10
Substitute or "Or-Equal" Items.....	6.7	Use of Premises.....	6.16-6.18
Subsurface Conditions.....	4.2-4.3	Utility owners.....	6.13,6.20,7.2-7.3
Supplemental Costs.....	11.4.5	Values, Schedule of.....	2.6,2.9,14.1
Supplementary Conditions-definition of 1		Variations in Work-Authorized.....	6.25,6.27,9.5
Supplementary Conditions-principal		Visits to Site-by Engineer	9.2
references to 2.2,4.2,5.1,5.3,5.6-5.8,6.3,6.13,6.23		Waiver of Claims-on Final Payment	14.16
7.4,9.3		Waiver of Rights by insured parties.....	5.10,6.11
Supplementing Contract Documents..	3.4-3.5	Warranty and Guarantee-by Contractor.....	13.1
Supplier-definition of.....	1	Warranty of Title, Contractor's.....	14.3
Supplier-principal references to.....	3.6,6.5,6.7-6.9	Work, Access To	13.2
6.20,6.24,9.13,9.16,11.8,13.4,14.12		Work-By others	7
Surety-consent to payment.....	14.12,14.14	Work Continuing During Disputes.....	6.29
Surety-Engineer has no duty to.....	9.13	Work, Cost of.....	11.4-11.5
Surety-notice to.....	10.1,10.5,15.2	Work-definition of.....	1
Surety, qualification of.....	5.1,5.2	Work Directive Change-definition of.....	1
Suspending Work, by Owner.....	15.1	Work Directive Change-principal	
Suspension of Work and Termination-		Work, Neglected by Contractor.....	13.14
in general.....	15	Work, Stopping by Contractor	15.5
Superintendent-Contractor's.....	6.2	Work, Stopping by Owner.....	15.1-15.4
Supervision and Superintendence	6.1-6.2	Written Amendment-definition of.....	1
Taxes-Payment by Contractor.....	6.15	Written Amendment-principal	
Termination-by Contractor.....	15.5	references to.....	3.4.1,10.1,11.2,`2.1
Termination - by Owner.....	15.2-15.4		
Termination, Suspension of Work and			
in general.....	15.....		
Tests and Inspections.....	13.3-13.7		
Time, Change of Contract	12		

GENERAL CONDITIONS

ARTILCE 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 OWNER and 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 ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

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 document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements issued pursuant to paragraphs 3.4 and 3.5 on or after the Effective Date of the Agreement.

Contract Price - The moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).

Contract Time - The number of days (computed as provided in paragraph 17.2) or the date stated in the Agreement for the completion of the Work.

CONTRACTOR - The person, firm or corporation with whom OWNER has entered into the Agreement.

Detective - An adjective which when modifying the Work refers to Work that is unsatisfactory, faulty or deficient or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

Drawings - The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by 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 person, firm or corporation named as such in the Agreement.

Field Order - A written order issued by Engineer which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Time.

General Requirements - Sections of Division 1 of the Specifications.

Laws and Regulations - Laws or Regulations -Laws, rules, regulations, ordinances, codes and/or orders.

Notice of Award - The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.

OWNER - The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

Partial Utilization - Placing a portion of the Work in service for the purpose for which is intended (or a related purpose) before reaching Substantial Completion for all the Work.

Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Resident Project Representative - The authorized representative of ENGINEER who is assigned to the site or any part thereof.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

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 CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion - The Work for a specified part thereof has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER'S definitive certificate of substantial Completion, 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 is intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Supplementary Conditions - The part of the Contract Documents which amends or supplements these General Conditions.

Supplier - A manufacturer, fabricator, supplier, distributor, Material man or vendor.

Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials; electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Unit Price Work - Work to be paid for on the basis of unit prices.

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.

Work Directive Change - A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER,

ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.22. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the Change directed or documented by a Work Directive change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in paragraph 10.2.

Written Amendment - A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly Work-related aspects of the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

Delivery of Bonds:

2.1 When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2 OWNER shall furnish to CONTRACTOR up to ten copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time: Notice to Proceed:

2.3 The Contract Time will commence to run on the thirtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. In no event will the Contract Time commence to run later than the seventy-fifth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

Starting the Project:

2.4 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:

2.5 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown

thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby, however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

2.6 Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for

2.6.1 An estimated progress schedule indicating the starting and completion dates of the various stages of the Work.

2.6.2 A preliminary schedule of Shop Drawing submissions; and

2.6.3 A preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission.

2.7 Before any Work at the site is started, CONTRACTOR shall deliver to OWNER, with a copy to ENGINEER, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with paragraphs 5.3 and 5.4, and OWNER shall deliver to CONTRACTOR certificates (and other evidence of insurance requested by CONTRACTOR) which OWNER is required to purchase and maintain in accordance with paragraphs 5.6 and 5.7.

Preconstruction Conference:

2.8 Within twenty days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

Finalizing Schedules:

2.9 At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6.

The finalized progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on ENGINEER responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions will be acceptable to ENGINEER as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to ENGINEER as to form and substance.

ARTICLE 3-CONTRACT DOCUMENTS: INTENT,
AMENDING, REUSE

review:

Intent:

3.1 The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2 It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not 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 that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no 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 be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any of ENGINEER'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4.

3.3 If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once and before proceeding with the work affected thereby shall obtain a written interpretation or clarification from ENGINEER, however,

CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

Amending and Supplementing Contract Documents:

3.4 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

- 3.4.1 A formal Written Amendment
- 3.4.2 A Change Order (pursuant to paragraph (10.4), or
- 3.4.3 A Work Directive Change (pursuant to paragraph 10.1).

interpretations

As indicated in paragraphs 11.2 and 12.1, Contract Price and Contract Time may only be changed by indicated a Change Order or a Written Amendment.

3.5 In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

- 3.5.1 A field Order (pursuant to paragraph 9.5).
- 3.5.2 ENGINEER'S approval of a Shop Drawing or sample (pursuant to paragraphs 6.26 and 6.27), or
- 3.5.3 ENGINEER'S written interpretation or clarification (pursuant to paragraph 9.4).

Reuse of Documents:

3.6 Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER 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 ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

Availability of Lands:

4.1 OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and

such other lands which are designated for the use of CONTRACTOR, Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER'S furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12, CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions:

4.2.1 Explorations and Reports: Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon non-technical data,

or opinions contained therein or for the completeness thereof for CONTRACTOR'S purposes. Except as

in the immediately preceding sentence and in paragraph

4.2.6 CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2 Existing Structures: Reference is made to the Supplementary Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3) which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6 CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

4.2.3 Report of Differing Conditions: If CONTRACTOR believes that:

4.2.3.1 Any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2 Any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents.

CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.22), notify OWNER and ENGINEER in writing about the inaccuracy or difference.

4.2.4 ENGINEER'S Review: ENGINEER will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER'S findings and conclusions.

4.2.5 Possible Document Change: If ENGINEER concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Work Directive Change or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6 Possible Price and Time Adjustments: In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy of difference. If OWNER and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefor as provided in Articles 11 and 12.

Physical Conditions - Underground Facilities:

4.3.1 Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.3.1.1 OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2 Not Shown or Indicated. If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.22), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility to determine the extent to which the

the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20 CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of. If the parties are unable to agree as to the amount or length thereof, CONTRACTOR may make claim therefor as provided in Articles 11 and 12.

Reference Points:

4.4 OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER'S judgement are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or locations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

Performance and Other Bonds:

5.1 CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2 If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of

the Project is located or it ceases to meet the requirements of paragraph 5.1 CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to OWNER.

Contractor's Liability Insurance:

5.3 CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR'S performance and furnishing of the Work and CONTRACTOR'S other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

5.3.1 Claims under worker's or workmen's compensation, disability benefits and other similar employee benefit acts:

5.3.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR'S employees:

5.3.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR'S employees:

5.3.4 Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly insured related to the employment of such person by CONTRACTOR, or (b) by any other person for any other reason:

5.3.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom:

5.3.6 Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and

5.3.7 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the Supplementary Conditions, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice

has been given to OWNER and ENGINEER by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

Contractual Liability Insurance:

5.4 The comprehensive general liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR'S obligations under paragraphs 6.30 and 6.31.

Owner's Liability Insurance:

5.5 OWNER shall be responsible for purchasing and maintaining OWNER'S own liability insurance and, at OWNER'S opinion, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance:

5.6 Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER and ENGINEER'S consultants in the Work, all of whom shall be listed as insured's or additional

parties, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions. CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.

5.7 OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, SUBCONTRACTORS, ENGINEER AND ENGINEER'S consultants in the Work, all of whom shall be listed as insured or additional insured parties.

5.8 All the policies of insurance or the certificates or other evidence thereof) required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 will contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least thirty days prior written notice has been given to CONTRACTOR by certified mail and will contain waiver provisions in accordance with paragraph 5.11.2.

5.9 OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR, Subcontractors or others in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. The risk of loss within the deductible amount will be borne by CONTRACTOR, Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

5.10 If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

Waiver of Rights:

5.11.1 OWNER and CONTRACTOR waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided in response to paragraphs 5.6 and 5.7 and any other property insurance applicable to the Work, and also waive all such rights against the Subcontractors, ENGINEER, ENGINEER'S consultants and all other parties named as insureds in such policies for losses and damages so caused. As required by paragraph 6.11, each subcontract between CONTRACTOR and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of OWNER, CONTRACTOR, ENGINEER, ENGINEER'S consultants and all other parties named as insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

5.11.2 OWNER and CONTRACTOR intend that any policies provided in response to paragraphs 5.6 and 5.7 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insured's or additional insured's, and if the insurers require separate waiver forms to be signed by ENGINEER or ENGINEER'S consultant OWNER will obtain the same, and if such waiver forms are required of any Subcontractor, CONTRACTOR will obtain the same.

Receipt and Application of Proceeds:

5.12 Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 will be adjusted with OWNER and made payable to OWNER as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph.

5.13 OWNER shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

5.13 OWNER as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to OWNER'S exercise of this power. If such objection be made, OWNER as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, OWNER as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of such duties.

Acceptance of Insurance:

5.14 If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.3 and 5.4 on the basis of its not complying with the Contract Documents, OWNER shall notify CONTRACTOR in writing thereof within ten days of the date of delivery of such certificates to OWNER in accordance with paragraph 2.7. If CONTRACTOR has any objection to the coverage afforded by or other provisions of the policies of insurance required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 on the basis of their not complying with the Contract Documents, CONTRACTOR shall notify OWNER in writing thereof within ten days of the date of delivery of such certificates to CONTRACTOR in accordance with paragraph 2.7. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided by each as the other may reasonably request. Failure by OWNER or CONTRACTOR to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the other as complying with the Contract Documents.

Partial Utilization - Property Insurance

5.15 If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby.

The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITY

Supervision and Superintendence:

6.1 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, CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2 CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Labor, Materials and Equipment:

6.3 CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. 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 on property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER'S written consent given after prior written notice to ENGINEER.

6.4 Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5 All materials and equipment shall be of good quality and new except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of 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 Supplier except as otherwise provided in the Contract Documents, but no provision of any such instructions will be effective to assign to ENGINEER, or any of ENGINEER'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

Adjusting Progress Schedule:

6.6 CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.9) adjustments in the progress schedule to reflect the impact thereon of new developments: these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

Substitutes or "Or-Equal" Items:

6.7.1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by ENGINEER if sufficient information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by ENGINEER will include the following as supplemented in the General Requirements. Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or

royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute.

6.7.2 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in paragraph 6.7.1 as applied by ENGINEER and as may be supplemented in the General Requirements.

6.7.3 ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without ENGINEER'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. Owner may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute. ENGINEER will record time required by ENGINEER and ENGINEER'S consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER'S consultants for evaluating each proposed substitute.

Concerning Subcontractors, Suppliers and Others:

6.8.1 CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8.2) whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER and if

CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER'S or ENGINEER'S acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject defective work.

6.9 CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR 'S own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.10 The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.11 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER and contains waiver provisions as required by paragraph 5.11. CONTRACTOR shall pay each Subcontractor a just share of any insurance moneys received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 and 5.7.

Patent Fees and Royalties

6.12 CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER

or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

Permits:

6.13 Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

Laws and Regulations:

6.14.1 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR'S compliance with any Laws or Regulations.

6.14.2 If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

Taxes:

6.15 CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the

place of the Project which are applicable during the performance of the Work.

Use of Premises:

6.16 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and ENGINEER harmless from and against all claims, damages, losses and expenses, (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or ENGINEER to the extent based on a claim arising out of CONTRACTOR'S performance of the Work.

6.17 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work 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 OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

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

Record Documents:

6.19 CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents,

samples and Shop Drawings will be delivered to ENGINEER for OWNER.

Safety and Protection:

6.20 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.20.1 All employees on the Work and other persons and organizations who may be affected thereby;

6.20.2 All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations 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. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.21 CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR TO OWNER

Emergencies:

6.22 In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

Shop Drawings and Samples:

6.23 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9), or for other appropriate action if so indicated in the Supplementary Conditions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

6.24 CONTRACTOR shall also submit to 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 accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material. Supplier, pertinent data such as catalog numbers and the use for which intended.

6.25.1 Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.25.2 At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and in addition, shall cause a specific notation to be made on

each Shop Drawing submitted to ENGINEER for review and approval of each such variation.

6.26 ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but ENGINEER'S review and approval will 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 means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) 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. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.27 ENGINEER'S review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER'S attention to each such variation at the time of submission as required by paragraph 6.25.2 and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.25.1.

6.28 Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER'S review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

Continuing the Work:

6.29 CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

Indemnification:

6.30 To the fullest extent permitted by Laws and Regulations CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from 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 therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work 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 or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

6.31 In any and all claims against OWNER or ENGINEER or any of their consultants, agents or employees by any employee of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.30 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or other person or organization under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.32 The obligations of CONTRACTOR under paragraph 6.30 shall not extend to the liability of ENGINEER. ENGINEER'S consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

ARTICLE 7 - OTHER WORK

Related Work at Site:

7.1 OWNER may perform other work related to the Project at the site by OWNER'S own forces, have other work performed by utility owners or let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

7.2 CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work.

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 ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

7.3 If any part of CONTRACTOR'S work depends for proper execution or results upon the work of any such other contractor or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR'S failure so to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in the other work.

Coordination:

7.4 If OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary Conditions, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Supplementary Conditions. Unless otherwise provided in the Supplementary Conditions, neither OWNER nor ENGINEER shall have any authority or responsibility in respect of such coordination.

ARTICLE 8 OWNER'S RESPONSIBILITIES

8.1 OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2 In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration.

8.3 OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.13.

8.4 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4.

Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER in preparing the Drawings and Specifications.

8.5 OWNER'S responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in paragraphs 5.5 through 5.8.

8.6 OWNER is obligated to execute Change Orders as indicated in paragraph 10.4.

8.7 OWNER'S responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.

8.8 In connection with OWNER'S right to stop Work or suspend Work, see paragraphs 13.10 and 15.1 Paragraph 15.2 deals with OWNER'S right to terminate services of CONTRACTOR under certain circumstances.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

Owner's Representative:

9.1 ENGINEER will be OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

Visits to Site:

9.2 ENGINEER will 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. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

Project Representation:

9.3 If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions. If OWNER designates another agent to represent OWNER at the site who is not ENGINEER'S agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in the Supplementary Conditions.

Clarifications and Interpretations:

9.4 ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents in the form of Drawings or otherwise as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article II or Article 12.

Authorized Variations in Work:

9.5 ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or 12.

Rejecting Defective Work:

9.6 ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.7 In connection with ENGINEER'S responsibility for Shop Drawings and samples, see paragraphs 6.23 through 6.29 inclusive.

9.8 In connection with ENGINEER'S responsibilities as Change Orders, see Articles 10,11 and 12..

9.9 In connection with ENGINEER'S responsibilities in respect of Applications for Payment, etc., see Article 14.

Determinations for Unit Prices:

9.10 ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR, ENGINEER will review with CONTRACTOR ENGINEER'S preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER'S written decisions thereon will be final and binding upon OWNER and CONTRACTOR unless, within ten days after the date of any such decision, either OWNER or CONTRACTOR delivers to the other party to the Agreement and to ENGINEER written notice of intention to appeal from such a decision.

Decisions on Disputes:

9.11 ENGINEER will be the initial 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 performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days after such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of claim.

9.12 When functioning as interpreter and judge under paragraphs 9.10 and 9.11 ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to paragraph 9.10 and 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.16) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

Limitations on ENGINEER'S Responsibilities:

9.13 Neither ENGINEER'S authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

9.14 Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement

direction, review or judgement will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

9.15 ENGINEER will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

9.16 ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

10.1 Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Written Amendment, a Change Order, or a Work Directive Change. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.2 If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefor as provided in Article 11 or Article 12.

10.3 CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.4 and 3.5 except in the case of an emergency as provided in paragraph 6.22 and except in the case of uncovering Work as provided in paragraph 13.9.

10.4 OWNER and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:

10.4.1 Changes in the Work which are ordered by OWNER pursuant to paragraph 10.1 are required because of acceptance of defective Work under paragraph 13.13 or correcting defective Work under paragraph 13.14, or are agreed to by the parties:

10.4.2 Changes in the Contract Price or Contract Time which are agreed to by the parties; and

10.4.3 Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11. provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

10.5 If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

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

11.2 The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3 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:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1 through 11.9.3 inclusive).

11.3.2 By mutual acceptance of a lump sum which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2.1).

11.3.3 On the basis of the Cost of the Work, (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR'S Fee for overhead and profit (determined as provided in paragraphs 11.6 and 11.7).

Cost of the Work:

11.4 The term Cost of the Work means the sum of all cost necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the itemized in paragraph 11.5.

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and 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, exercise 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 Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of 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 CONTRACTOR'S Cost of the Work. All subcontracts shall be subject to the

other provisions of the Contract Documents insofar as applicable.

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

11.4.5 Supplemental costs including the following:

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

11.4.5.2 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 workers, 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 CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of 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.

11.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

11.4.5.5 Deposits lost for causes other an negligence of CONTRACTOR, any Subcontractor or any one directly or indirectly employed by any of them or for whom acts any of them may be liable, and royalty payments and fees for permits and licenses.

11.4.5.6 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER in accordance with paragraph 5.9), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR'S Fee. If however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

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

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by OWNER in accordance with paragraph 5.9.

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

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal, or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4- all of which are to be considered administrative costs covered by the CONTRACTOR'S fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

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

11.5.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by sub-paragraph 11.4.5.9 above).

11.5.5 Costs due to the negligence of 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.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

CONTRACTOR'S Fee:

11.6 The CONTRACTOR'S Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1 A mutually acceptable fixed fee or if none can be agreed upon.

11.6.2 A fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1 For costs incurred under paragraphs 11.4.1 and 11.4.2 the CONTRACTOR'S Fee shall be fifteen percent:

11.6.2.2 For costs incurred under paragraph 11.4.3 the CONTRACTOR'S Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be fifteen percent:

11.6.2.3 No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5

11.6.2.4 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR'S Fee by an amount equal to ten percent of the net decrease; and

11.6.2.5 When both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S Fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.4 inclusive.

11.7 Whenever the cost of any Work is to be determined pursuant to paragraph 11.4 or 11.5 CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

Cash Allowances:

11.8 It is understood that 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 or Suppliers and for such sums within the limit of the allowances as may be acceptable to ENGINEER, CONTRACTOR agrees that:

11.8.1 The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.8.2 CONTRACTOR'S costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

Unit Price Work:

11.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with Paragraph 9.10.

11.9.2 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

11.9.3 Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof. CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article II if the parties are unable to agree as to the amount of any such increase.

ARTICLE 12 CHANGE OF CONTRACT TIME

12.1 The Contract Time may only be changed by a Change Order or a Written Amendment. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree.

No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to acts or neglect by OWNER or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) for delay by either party.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1 CONTRACTOR warrants and guarantees to OWNER and 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 CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2 ENGINEER and ENGINEER'S representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections:

13.3 CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, less or approvals.

13.4 If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved. CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER'S or ENGINEER'S acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of

materials or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5 All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by ENGINEER if so specified).

13.6 If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR'S intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.7 Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents.

Uncovering Work:

13.8 If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER'S observation and replaced at CONTRACTOR'S expense.

13.9 If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as 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, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article II. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

Owner May Stop the Work:

13.10 If the Work is defective or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11 If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

One Year Correction Period:

13.12 If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations 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, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

Acceptance of Defective Work:

13.13 If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER'S recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER'S evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness and to include but not be limited to fees and charges of

engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to ENGINEER'S recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

Owner May Correct Defective Work:

13.14 If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. 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 OWNER of OWNER'S rights and remedies hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Schedule of Values:

14.1 The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

Application for Progress Payment:

14.2 At least twenty days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by 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. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

Contractor's Warranty of Title:

14.3 CONTRACTOR warrants and guarantees that title of all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

Review of Applications for Progress Payment:

14.4 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 OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Ten days after presentation of the Application for Payment with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.

14.5 ENGINEER'S recommendation of any payment requested in an Application for Payment will constitute a

representation by ENGINEER to OWNER, based on ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on ENGINEER'S review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of ENGINEER'S knowledge information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10. and to any other qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or OWNER to withhold payment to CONTRACTOR.

14.6 ENGINEER'S recommendation of final payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7 ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER'S opinion, it would be incorrect to make such representations to OWNER. ENGINEER 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 ENGINEER'S opinion to protect OWNER from loss because:

14.7.1 The Work is defective, or completed Work has been damaged requiring correction or replacement.

14.7.2 The Contract Price has been reduced by Written Amendment or Change Order.

14.7.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.14, or

14.7.4 Of ENGINEER'S actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive

OWNER may refuse to make payment of the full amount recommended by ENGINEER because claims have been made against OWNER on account of CONTRACTOR'S performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling OWNER to a set-off against the amount

recommended, but OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action.

Substantial Completion:

14.8 When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER'S objections, ENGINEER considers the Work substantially complete, ENGINEER will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless, OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER prior to ENGINEER'S issuing the definitive certificate of Substantial Completion, ENGINEER'S aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment

14.9 OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

Partial Utilization:

14.10 Use by OWNER of any finished part of the Work, which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and useable part of the Work that can be used by OWNER without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the

Work subject to the following:

14.10.1 OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.10.2 OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER that such part of the Work is not ready for separate operation by OWNER, ENGINEER will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

14.10.3 No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.15 in respect of property insurance.

Final Inspection:

14.11 Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.12 After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.16), 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, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.13 If, on the basis of ENGINEER'S observations of the Work during construction and final inspection, and ENGINEER'S review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled. ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER'S recommendation of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.16.

Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance, and with ENGINEER'S recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR.

14.14 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Contractor's Continuing Obligation:

14.15 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 ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 14.16).

Waiver of Claims:

14.16 The making and acceptance of final payment will constitute:

14.16.1 A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.11 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR'S continuing obligations under the Contract Documents; and

14.16.2 A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND
TERMINATION

Owner May Suspend Work:

15.1 OWNER may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

Owner May Terminate:

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

15.2.1 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title II, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency:

15.2.2 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency:

15.2.3 If CONTRACTOR makes a general assignment for the benefit of creditors:

15.2.4 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors;

15.2.5 If CONTRACTOR admits in writing an inability to pay its debts generally as they become due:

15.2.6 If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as revised from time to time).

15.2.7 If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction.

15.2.8 If CONTRACTOR disregards the authority of ENGINEER: or

15.2.9 If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents:

OWNER may, after giving CONTRACTOR (and the surety, if there be one) seven days written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case 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, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance. CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

15.3 Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4 Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

Contractor May Stop Work or Terminate:

15.5 If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days written notice to OWNER and ENGINEER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 – ARBITRATION

16.1 All claims, disputes and other matters in question between OWNER and CONTRACTOR arising out of, or relating to the Contractor Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.16) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining subject to the limitations of this Article 16. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing law of any court having jurisdiction.

16.2 No demand for arbitration of any claim, dispute or other matter that is required to be referred to ENGINEER initially for decision in accordance with paragraph 9.11 will be made until the earlier of (a) the date on which ENGINEER has rendered a decision or (b) the tenth day after the parties have presented their evidence to ENGINEER if a written decision has not been rendered by ENGINEER before that date. No demand for arbitration of any such claim, dispute or other matter will be made later than thirty days after the date on which ENGINEER has rendered a written decision in respect thereof in accordance with paragraph 9.11 and the failure to demand arbitration within said thirty days period shall result in ENGINEER'S decision being final and binding upon OWNER and CONTRACTOR. If ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned. No demand for arbitration of any written decision of ENGINEER rendered in accordance with paragraph 9.10 will be made later than ten days after the party making such demand has delivered written notice of intention to appeal as provided in paragraph 9.10.

16.3 Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the

American Arbitration Association and a copy will be sent to ENGINEER for information. The demand for arbitration will be made within thirty-day or ten-day period specified in paragraph 16.2 as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

16.4 No arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder or in any other manner any other person or entity (including ENGINEER, ENGINEER'S agents, employees or consultants) who is not a party to this contract unless.

16.4.1 The inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration.

16.4.2 Such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and

16.4.3 The written consent of the other person or entity sought to be included and of OWNER and CONTRACTOR has been obtained for such inclusion, which consent shall make specific reference to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent

16.5 The award rendered by the arbitrators will be final, judgement may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. §§ 10.11).

ARTICLE 17 – MISCELLANEOUS

17.1 Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an office 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:

17.2.1 When any period of time is referred to in the Contract Documents by days, it will 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 will be omitted from the computation.

17.2.2 A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

General:

17.3 Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other

party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

17.4 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 CONTRACTOR by paragraphs 6.30, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to 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 Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligations, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

SUPPLEMENTAL CONDITIONS

SUPPLEMENTAL CONDITIONS

The following supplemental conditions shall modify, delete and/or add to the General Conditions. Where any article, paragraph, or subparagraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such article, paragraph or subparagraph shall remain in effect and the supplemental provisions shall be considered as added thereto. Where any article, paragraph, or subparagraph in the General Conditions is amended, voided, or superseded by any of the following paragraphs, the provisions of such article, paragraph, or subparagraph not so amended, voided, or superseded shall remain in effect.

1. PROJECT SITE

This trail project begins just southeast of Maple Drive and continues north for approximately 4,537 linear feet to east of the large pond/parking lot at the end of the Wolf Park driveway.

2. WORK TO BE DONE

The Contractor shall do all work required by the Contract Drawings, as specified in the Technical Specifications and General Requirements, and General and Supplemental Conditions of the Contract Specifications, and indicated in the Proposal, to install, complete and put in full working order the construction of a stone dust trail, subject to control of the Engineer and such addenda and amendments as may be determined by the Owner. In addition, the Contractor shall do all work and all services incidental to said construction including but not limited to transportation, protecting existing adjacent properties and improvements, and furnishing all materials of whatever description, whether needed permanently or temporarily, all tools and implements including stakes and/or other equipment for line and grade and all required machinery and power to operate same.

Any work called for by Addenda issued during the bidding period or subsequent Change Orders shall become a part of the Contract Documents and shall take precedence over any conflicting sections of the Contract Documents.

3. TIME FOR COMMENCEMENT AND COMPLETION

a.) The Contractor shall commence the work stipulated under this Contract within ten (10) consecutive calendar days from the date of written notice to proceed as issued by the Owner. No work is to be performed by the Contractor until such notification has been issued. Thereafter, he/she shall notify the Owner and the Engineer in writing forty-eight (48) hours in advance of the date he intends to actually begin work. Contractor shall submit a schedule prior to start of any work.

b.) The Contractor shall fully complete all work stipulated under this Contract within **270** consecutive calendar days, contingent on the following:

c.) All work shall be completed during the period between _____ and _____, noting that the date of completion shall be on or before _____

4. LIQUIDATED DAMAGES

In accordance with the Contract General Conditions, the Contractor and his/her Sureties shall be liable for and shall pay to the Owner the sum of \$1,200 per day as fixed agreed and liquidated damages for each calendar day of delay from the date of completion specified in these Supplemental Conditions.

5. DELAY DUE TO MATERIAL DELIVERY

The Contractor shall be responsible for securing delivery of material on schedule. No change in suppliers will be allowed to facilitate delivery once a specific supplier has been established in accordance with the "Instructions to Bidders" and the "General Requirements". In the case that a delay related to COVID conditions arises, the contractor shall notify the Engineer and Owner as soon as possible and shall submit detailed information in writing for Engineer/Owner review. Should a delay occur, no extension of time will be granted the Contractor without written authorization from the Engineer/Owner and should he fail to complete within the specified time limit, he shall be governed by the "Liquidated Damages" section of this Contract.

6. REQUIREMENTS FOR TIMELY PAYMENTS

The Contractor is hereby advised referred to the provisions and requirements of Section 49-41a of the General Statutes of the State of Connecticut, entitled "Enforcement of Payment by general contractor to subcontractor and by subcontractor to his/her subcontractors".

7. RESIDENTS PREFERENCE IN WORK

The Contractor shall comply with the provisions of Section 31-52a of the General Statutes of the State of Connecticut, Revision of 1967, part of which is quoted as follows:

"In the employment of mechanics, laborers or workmen in connection with any Public Works Project including... preference shall be given to residents of the State and if they cannot be obtained in sufficient numbers, then to residents of other states.

8. SERVICE OF PROCESS

The successful bidder, 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/her successors in office, as agents 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.

9. **SALES AND USE TAX**

The Contractor's attention is called to Regulation 18 as amended promulgated by the Sales and Use Tax Division of the State Tax Department, which provided for the Exemption of the sales and use tax on the purchase of such materials and supplies as are to be physically incorporated in and become a permanent part of the project being performed under this Contract. The Contractor or subcontractor shall furnish his/her suppliers with a complete certificate in the following prescribed form:

**CONTRACTOR'S EXEMPT PURCHASE CERTIFICATE
FOR**

**YEAR 2022 Housatonic Valley Rail Trail – Section II and III
TOWN PROJECT NO.2020-065, LOTCIP Project Number L084-0001**

I hereby certify under the penalties of perjury that I am engaged in the performance of a construction contract on a project for the following named exempt agency or organization.

TOWN OF MONROE
7 FAN HILL ROAD, MONROE, CONNECTICUT 06468

That such agency is to the best of my knowledge and belief, exempt from the Education, Welfare and Public Health Tax (Sale Use Tax) because it is a Municipality in accordance with Regulation 18 of the Sale and Use Tax Division of the State Tax Department.

That this Certificate is issued to cover all purchases of material and supplies to be physically incorporated in and become a permanent part of the project referred to above.

Permit No. _____ (Signed) _____
Print # or "none" Written Signature of Contractor

Date _____ Name of Firm _____

Place _____ Address _____

* * * * *

(Copy of this Certificate shall be reproduced by the Contractor).

The Contractor may avail himself of the saving of this tax and shall take this exemption into account in calculating his/her bid for this work.

10. **INSURANCE (Coverage shall be on a primary basis)**

The Contractor shall carry and maintain at all times during the term of the Contract the insurance coverages required by this article and any additional coverages(s) or higher minimum insurance coverage amount(s) required by the Special Provisions and/or the General Conditions of the Contract.

- a. **Workers Compensation Insurance:** With respect to all operations the Contractor performs and all those performed for it by subcontractors, the Contractor shall carry, and require each subcontractor to carry, Workers' Compensation Insurance as required by laws of the State of Connecticut.

Employer's Liability Insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident; \$100,000 policy limit by disease and \$100,000 per employee for bodily injury by disease.

- b. **Comprehensive Commercial General Liability Insurance:** With respect to operations the Contractor performs and also those performed for it by subcontractors, the Contractor shall carry, and require each subcontractor to carry, Commercial General Liability Insurance, including Contractual Liability, Products and Completed Operations, Broad Form Property Damage and Independent Contractors.

Products and completed operations insurance for ongoing and completed operations shall be maintained for a period of 1 year after acceptance (Issuance of Notice of Substantial Completion) of the Project by the Town in accordance with these specifications, and the following applicable minimum coverage amounts:

<u>Contract Amount (\$)</u>	<u>Minimum Single Occurrence Amount (\$)</u>	<u>Minimum Annual Aggregate Amount (\$)</u>
0 - 2,000,000	1,000,000	2,000,000
2,000,001 – 10,000,000	2,000,000	4,000,000

If underground work is to be undertaken, each policy shall have coverage for and exclusions removed for "Explosion, Collapse and Underground" ("XCU").

This policy shall contain a Hold Harmless Clause covering the liability set forth in Section G.C. 6.30-6.32 entitled "Indemnifications".

- c. **Comprehensive Automobile Liability Insurance:** The Contractor shall obtain automobile liability insurance covering the operation of all motor vehicles, including those hired, leased, or borrowed, that are used in connection with the Project for all damages arising out of:

- 1) Bodily injury to or death of all persons and/or;
- 2) Injury to or destruction of property; in any one accident or occurrence.

This policy shall not be subject to annual aggregate limitation. See the following applicable minimum coverage amounts:

<u>Contract Amount (\$)</u>	<u>Minimum Single Occurrence Amount (\$)</u>	<u>Minimum Annual Aggregate Amount (\$)</u>
0 - 2,000,000	1,000,000	2,000,000
2,000,001 – 10,000,000	2,000,000	4,000,000

Should the above coverage include a contractual assumed Automobile Liability and Physical Damage exclusion, that exclusion shall be removed.

- d. **Owner’s and Contractor’s Protective Liability Insurance for and in the Name of the Town, and State of Connecticut:** With respect to the Contractor’s Project operations and also those of its subcontractors, the Contractor shall carry, for and on behalf of the Town, and State of Connecticut, for each accident or occurrence resulting in damages from:

<u>Minimum Single Occurrence Amount (\$)</u>	<u>Minimum Annual Aggregate</u>
<u>Amount (\$)</u> 1,000,000	1,000,000

- e. **Blasting:** When explosives are to be used in the Project, the Commercial General Liability Insurance policy shall include XCU coverage, in the same limits as the per occurrence policy limits.
- f. **Umbrella Liability Insurance:** The Contractor may satisfy the minimum limits required for Commercial General Liability, and Automobile Liability Insurance using Umbrella Liability Insurance. In the event that the Contractor obtains Umbrella Liability Insurance to meet the minimum coverage requirements for Commercial General Liability or Automobile Liability Insurance coverage, the Umbrella Liability Insurance policy shall have an annual aggregate at a limit not less than twice the single occurrence and must specifically endorse the Town, and State of Connecticut as an additional insured.
- g. **Additional Insured:** The Town of Monroe, and State of Connecticut shall be named as additional insured parties for the General Liability and Automobile Liability insurance policies required by this section and the Special Provisions to the Contract, and any Umbrella Liability Insurance, as applicable, obtained in accordance with this Section. Each policy shall waive right of recovery (waiver of subrogation) against the State of Connecticut and the Town of Monroe.

- h. **Certificate of Insurance:** Before the Contract is executed, the Contractor shall provide to the Town, and State of Connecticut if requested, a certificate of insurance for review and acceptance, and executed by an insurance company or companies satisfactory to the State of Connecticut, and Town of Monroe for the insurance coverage(s) required by this Article and the Special Provisions, and/or the General Conditions of the Contract. The Contractor shall maintain the required insurance coverage during the entire term of the Contract. The Certificate of Insurance shall clearly include the name of the insured and identify the project for which it is being used.
- i. **Copies of Policies:** The Contractor shall provide, within 5 business days, a copy or copies of all applicable insurance policies when request by the Town, and State of Connecticut. In providing said policies, the Contractor may redact provisions of the policy that are proprietary. This provision shall survive the expiration or termination of the Contract.
- j. **Sovern Immunity:** The Contractor may not assert the defense of sovereign immunity in the adjustment of claims or in the defense of any claim or suit brought against the Contractor, Town of Monroe, or State of Connecticut, unless the Town and/or State, in writing, requests that the Contractor do so or consents to its doing.
- k. **Termination or Change of Insurance:**
 - 1) The Contractor shall notify the Town of Monroe, and State of Connecticut of any cancelation of insurance carrier or change to the required insurance coverage by submitting a new insurance certificate to the town, and State immediately following said cancelation or change in required coverage.
 - 2) It is the responsibility of the Contractor to maintain evidence of a current insurance coverage with the Town, and State, for the duration of the contract. It is the responsibility of the Contractor to file and submit all renewals and new certificates of insurance issued due to changes in policy terms or changes in insurance carriers prior to the expiration dates on the forms already on file with the Town and State.
- l. **Duration of Coverage:** The Contractor shall keep all the required insurance in continuous effect until the date that the Town, and State, designates for the termination of the Contractor's responsibility.
- m. **Compensation:** There shall be no direct compensation allowed the Contractor on account of any premium or other charge necessary to obtain and keep in effect any insurance or bonds in connection with the Project, but the cost thereof shall be considered included in the general cost of the Project work.

11. **DISPUTES AND ARBITRATION**

Article 16 of the General Conditions shall be superseded by the following:

Any controversy or claim arising out of or relating to this Contract, or the breach thereof, may be settled by arbitration if and only if both the Contractor and the Owner agree in writing thereto. All arbitration shall be conducted in accordance with the rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Any disputes arising under this Contract or its interpretation which involve law or fact or both, or extra work, and or alleged breach of contract shall within ten (10) days be presented in writing with the amount and particulars set forth to the Owner for decision. Such notice need not detail the amount of the claim, but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Owner of notice thereof.

The Contractor shall submit in detail his/her claim and his/her proof thereof. Each decision by the governing body of the Owner will be in writing and will be mailed to the Contractor by registered mail, return receipt requested.

If the Contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work, but shall notify the Owner promptly that he is proceeding with the work under protest.

12. **CONSTRUCTION SAFETY AND HEALTH STANDARDS**

It is a condition of this Contract and shall be made a condition of each subcontract entered into pursuant to this Contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations part 1518-published in the Federal Register on April 17, 1971), promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96).

13. **TERMINATION**

- a.) This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by either party to fulfill its obligations under this sub-agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation with the terminating party prior to termination.

- b.) This contract may be terminated in whole or in part in writing by the municipality for its convenience provided that the contractor is given not less than (10) calendar days notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation with the municipality prior to termination.
- c.) If termination for default is effected by the municipality an equitable adjustment in the price provided for in this contract shall be made but no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the municipality because of the contractor's default. If termination for default is effected by the Contractor or if termination for convenience is effected by the municipality, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall be provided for payment to the contractor for services rendered and expenses incurred prior to the termination in addition to termination settlement costs reasonably incurred by the contractor relating to commitments which had become firm prior to the termination.
- d.) Upon receipt of a termination action pursuant to (a) or (b) above, the contractor shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the recipient all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the contractor in performing this contract whether completed or in progress.
- e.) Upon termination under (a) or (b) of this clause the municipality may take over the work and may award another party contract to complete the work under this contract.
- f.) If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the municipality. In such event, adjustment of the price provided for in this contract shall be made as provided in (c) of this clause.

14. **MAXIMUM RETAINAGE ALLOWED**

CGS, Section 49-41 b. Release of payments on construction projects. When any public work is awarded by a contract for which a payment bond is required by CGS, Section 49-41 any such contract contains a provision requiring the general or prime contractor under such a contract to furnish a performance bond in the full amount of the contract price, the following shall apply:

- a. The Town shall not withhold more than five per cent from any periodic or final payment which is otherwise properly due to the general or prime contractor under the terms of such contract, and

- c. Any such general or prime contractor shall not withhold more than five per cent from any periodic or final payment which is otherwise due to any subcontractor.

15. **SUBSURFACE INVESTIGATION**

Limited subsurface investigations have been made in the project areas by the Owner for the purpose of design and estimating unless specifically indicated on the project plans.

The Contractor acknowledges that he assumes all risk contingent on the nature of the subsurface conditions to be actually encountered by him in performing the work covered by the Contract, even though such actual conditions may result in the Contractor performing more or less work than he originally anticipated.

16. **WORKING HOURS**

Work under the Contract, other than maintenance work, shall not be prosecuted on Saturdays, Sundays or on State Holidays, or between the hours of 6:00 p.m. and 7:00 a.m., except in time of emergency, and then only under written permit form the Owner and the Engineer, who shall be the sole judge as to the exigency of the emergency. The request for a permit to do emergency work during the above period shall be made in ample time to procure an Engineer or Resident Project Representative (RPR).

The Contractor shall submit a schedule of proposed working hours for all phases of the project to the Engineer, the Owner, and to all Federal, State, and Local agencies within whose property boundaries he/she is working. He/she shall adjust working hours as necessary to be in compliance with any restrictions placed by these agencies.

17. **ACCESS TO SITE**

As authorized by Article 13.2 of the General Conditions the authorized representatives and agents of the Connecticut Department of Labor shall be permitted access to the various sites at all time to inspect all work, materials, payrolls, records, records of personnel, invoices for materials, and other relevant data and records.

18. **ARCHAEOLOGICAL FINDINGS**

During the life of this contract the Contractor is required to immediately notify the following organizations in the event that any articles such as "charcoal", "bone", "shell", "cultural objects - fire cracked stones or stone flaking material" or any other such related items of historical significance are discovered:

State Historic Preservation Office
450 Columbus Boulevard, Suite 5
Hartford, Connecticut 06103
(860-500-2300)

19. **AUTHORITY AND DUTIES
OF RESIDENT PROJECT REPRESENTATIVES RPR'S**

Project RPR's will be authorized to review equipment and materials which are to be used in the project and which may be incorporated into the work, and to the preparation or manufacture of the materials to be used. In case of any dispute arising between the Contractor and the RPR's as to materials furnished or the manner of performing the work the RPR's will have the authority to reject materials or suspend the work until the question at issue can be referred to and decided by the Engineer.

The RPR will not be authorized to revoke, alter, enlarge, relax or release any requirements of these specifications, nor to approve or accept any portion of the work, nor to issue instructions contrary to the plans and specifications. The RPR shall in no case act as foreman or perform other duties for the Contractor, or interfere with the management of the work, by the latter. Any advice which the RPR may give the Contractor shall in no way be construed as binding the Engineer nor the Owner in any way nor releasing the Contractor from the fulfillment of the terms of the Contract.

20. **CONTRACT DOCUMENTS AND DRAWINGS**

The Contractor shall keep at the site of the work at all times TWO COMPLETE SETS of the Contract Drawings and Specifications, and all further drawings or instructions issued covering the work under the Contract for his/her own use and that of the Engineer and Owner or their authorized representatives. ALL ADDITIONS OR CHANGES AS THEY OCCUR ARE TO BE RECORDED IMMEDIATELY THEREON. BY THE CONTRACTOR, SUCH DRAWINGS SHALL BE RETURNED TO THE ENGINEER UPON COMPLETION OF THE WORK.

21. **SUPERINTENDENCE AND WORKMEN**

The employment of a competent superintendent, foreman, and experienced mechanics and laborers and others skilled in the particular duties entrusted to them will be required. When requested, the Contractor shall furnish to the Engineer, the qualifications of the Superintendent, Foreman, or any other individual delegated with important functions connected with the project.

Whenever the Engineer informs the Contractor or his/her representative in charge that any person on the work is incompetent or disorderly, or is working contrary to the specifications or the instructions of the Engineer, or that the Engineer knows that the man has been incompetent or disorderly on this or any previous work, or is objectionable, that man shall thereupon be immediately dismissed from the job and shall not be used for employment on any work connected with the Contract.

If requested, the Contractor shall deliver to the Engineer each week a record of the numbers

and classifications of people employed upon the work each day of the previous week.

The Contractor shall not permit the use of illegal drugs or intoxicating liquors on or about the project nor shall he permit anyone suffering from the effects thereof to remain on the work.

The Contractor shall give preference in employment to local labor whenever qualified local labor is available, and he/she shall be the judge of the qualifications of local labor.

22. **MUTUAL RESPONSIBILITY OF CONTRACTORS**

If through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner will notify the Contractor, who shall defend at his/her own expense any suit based upon such claim, and if any judgement or claims against the Owner shall be allowed, the Contractor shall pay or satisfy such judgement or claim and pay all costs and expenses in connection therewith.

23. **WAIVER**

Neither the inspection by the Owner or Engineer, or any of their employees, nor any order, measurement or certificate by the Engineer nor any payment for, or acceptance of the whole or part of the work by the Engineer or the Owner nor any extension of time nor any possession taken by the Owner or his/her employees shall operate as a waiver of any provision of the Contract, or of any power herein reserved to the Owner, or any right to damages herein provided: nor shall any waiver of any other or subsequent breach. Any remedy provided in the Contract shall be construed as cumulative, that is, in addition to each and every other remedy herein provided.

24. **PROCEDURE IN CONSTRUCTION**

The Contractor shall start work and carry it on at such point or points and in such order or precedence and at times and seasons as may be determined by the Engineer and shall complete the various parts of the work in accordance with the schedule approved by the Engineer.

A complete organization, equipment and ample materials shall be on hand before actual work commences. In carrying on and executing the construction work, the Contractor shall arrange his/her organization, plant equipment, and materials so that construction operations will be carried out continuously. The Contractor will not be permitted to reduce the force of workers nor remove any equipment from the site of the project if such reduction or removal impairs the progress of the work.

In the event the Owner awards more than one Contract to the same Contractor, he/she shall prosecute the work on each Contract simultaneously and maintain a separate and independent organizational staff, labor forces and machinery in each Contract in order to complete the work within the time set forth in the respective Contracts.

25. **SUBCONTRACTS**

In the event the Contractor desires to sublet part or all of the project a copy of the sub-contract (s) shall be filed with the Owner. Any Subcontract will be subject to examination by the Engineer and approval or disapproval by the Owner. No proposed subcontractor shall be disapproved by the Owner except for cause.

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material men engaged upon this Contract. He/she shall be prepared to guarantee to each of the subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

Should any subcontractor violate any of the terms of these specifications, the owner may, at its option, require the Contractor to end and terminate such subcontract.

26. **UNDERGROUND CONDITIONS NOT WARRANTED**

Where underground objects or materials are shown on the plans and profiles, it is expressly stipulated by the owner that they do not warrant their location or character. The information shown is for convenience of the Contractor, but is not guaranteed to be correct or complete.

The Contractor shall explore the route ahead of excavation and shall uncover all known obstructing pipes, sewers, drains, etc. sufficiently so that their location may be known and necessary changes in location made so as to avoid delay in trenching and pipe laying. The Contractor shall be responsible for repairs and replacing any cellar drains, storm drains, septic tank drains or leaching fields which are damaged either knowingly or otherwise in connection with sewer construction. In general, all damaged underground pipe will be replaced in kind and size with equal or better material, regardless of assumed origin or purpose. All costs in connection therewith shall be the responsibility of the Contractor unless otherwise specifically provided for in these contract specifications.

In addition to unwarranted location of underground objects which are not shown on contract drawings, storm sewer and sanitary sewer systems encountered are not warranted for tightness, for the extent of the area they sewer, tidal effects, or other functions such as accommodating house drains. The Contractor shall be responsible for handling all water infiltrating from existing sewers or trenches into the construction.

27. **PUBLIC UTILITIES**

The actual location of utilities shall be determined by the Contractor. The information shown on the Contract Plans is for informal use only and is in no way warranted to be complete or

indicate the true conditions, most data being furnished by others. In all cases the Owner accepts no responsibility for the existence or location of underground utilities, and if shown said locations are to be considered approximate.

The Contractor shall inquire of the utility companies well in advance of actual construction as to the location of their mains, conduits, services and service laterals in and adjacent to the area under construction and request location markings. The cost for obtaining such locations and any costs for connections or disconnections, shall be paid by the Contractor unless otherwise specified. **The Contractor's attention is hereby directed to State Law which requires notification of CALL BEFORE YOU DIG. 1-800-922-4455 or (Call811) before excavating.**

The Contractor shall, without expense to the Owner and to the satisfaction of the Engineer, do everything necessary to support, protect and maintain all pipes, conduits, sewers, drains, wires, poles or fixtures of all kinds in the line of excavation or adjacent thereto, and all fences, buildings or other structures which may be damaged by the work herein contemplated. The Contractor shall protect water pipes from freezing during cold weather.

The Contractor shall notify the water, gas and telephone companies, and all other utility companies having facilities which are subject to interference, at least twenty-four hours in advance of the time he/she proposes to perform work in the area in order that the utility companies may take such precautions as are necessary to protect their property.

The Engineer may require the Contractor to take proper steps to protect the main lines of public utilities in the immediate vicinity of the work, when endangered by the operations of the Contractor, and, if the Contractor fails to take adequate precautions to protect such lines or structures, the Engineer may employ others to perform protective work, as may reasonably be needed, at the Contractor's expense.

28. **DEDUCTION FOR UNCORRECTED WORK**

If the Owner deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contractor's total bid will be made by agreement between the Contractor and the owner and subject to settlement, in case of dispute, as herein provided.

29. **CHANGE IN WORK**

The Owner may make changes in the scope of the work required to be performed by the Contractor under the Contract by making additions thereto or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of his/her obligations under the Contract or any guarantee given to him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

30. **BASIS OF PAYMENT**

a. The Owner will pay, and the Contractor shall accept, the unit and lump sum prices submitted in the bid attached hereto as full compensation for furnishing all materials and for doing all work contemplated and specified in this contract. The prices shall cover the cost of all equipment and tools and of all labor and materials, together with all expenses of moving and shipping equipment, as well as all royalties for patents, patented articles, materials, appliances, processes, compositions, combinations, means, and things of whatsoever kind that shall be furnished or needed, to complete the entire work in all details ready for the purpose for which it is intended. Refer to NTC Use of Connecticut DOT Form 18 and Method of Measurement/Basis of Payment for additional information.

Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used or in the specified manner of construction and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the contract within the quantities contained in the bid form, unless in pursuance of a written order from the owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract price will be valid unless so ordered.

Upon request the Contractor shall supply the Owner with a detailed proposal for the changes showing quantities of, and unit prices for his/her work and that of any subcontractor involved for any items not included in the bid form. Contract items with additional quantity shall be paid at the unit bid price. No such change order shall be considered, however, unless approved by the Owner or his duly authorized representative prior to its issuance. Upon receipt of the written order the Contractor shall proceed with the work as and when directed. The amount of compensation to be paid to the Contractor for extra or additional work so ordered shall be determined as follows:

1. By such applicable unit bid prices, if any, as set forth in the Agreement, or
2. If no such Unit Bid Prices are set forth, than a lump sum mutually agreed upon by the owner and the Contractor, and established as follows shall be used:

For work to be performed under a change order, the Contractor may apply a 15% allowance for overhead and profit against the net cost of work actually to be performed by him or for work that is to be omitted due to changes in scope.

The Contractor is permitted a 5% allowance to be applied against the net cost to a subcontractor for work actually performed by the subcontractor, but on any change involving more than one subcontractor, their net costs and/or net omissions shall be combined as one before consideration is given to the application of the Contractor's overhead and profit, and in the event the Contractor shows a net omission for the change as it affects the work actually to be performed by him, he is permitted only the 5% applied to the amount (if any) by which the net cost to the subcontractor exceeds the net omission by the Contractor.

For work to be performed by a subcontractor the cost to the Owner may include the net cost to the subcontractor plus an allowance of an amount not to exceed 15% of the net cost for the subcontractor's overhead and profit.

The prices shall cover all loss or damage arising out of the nature of the work, or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the work, and for all risks of every description connected with the prosecution of the work, until its final acceptance by the Owner, also for all expenses incurred by, or in consequence of, the suspension or discontinuance of the prosecution of the work as herein specified.

b. The payment of any partial or final estimate shall in no way or in no degree prejudice or affect the obligation of the Contractor, at his/her own cost and expense, to renew or replace any defects and imperfections in the construction of, or in the strength of, or quality of, materials used in or about the work under contract and its appurtenances, as well as all damages, due or attributable to such defects and of which defects, imperfections, or damages the Engineer shall be the judge and the said Contractor shall be liable to the Owner for failure to do so except for work under warranty.

c. The monthly estimate, if applicable, will be approximate and no claim shall be made by the Contractor for additional payment based on any error in any periodic estimate.

d. Payment may at any time be withheld for certain portions of the work if that work is not proceeding in accordance with the contract, or, if in the judgement of the Engineer, the Contractor is not complying with the requirements of the Contract Documents.

e. Each payment to the Contractor by the Owner may be made subject to submission by the Contractor of all required written certifications.

f. A record of all payments to the Contractor shall be furnished to the Engineer by the Owner or by the Contractor upon request.

g. The Owner shall retain five (5%) percent of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS.

Net cost to the Contractor and/or any subcontractor shall be that defined in subsection (3) of this article, but in every case taxes imposed by law upon labor employed at the site shall be excluded: and all credits (which in the case of the Contractor shall be deducted before the percentage can be applied).

For the purpose of applying the provisions of this article, the Owner will not recognize other than a direct subcontractor of the Contractor nor permit the aggregate allowance to exceed 20% as applied above, to the net cost of work performed by an subcontractor.

3. If no such unit prices are set forth and if the parties cannot agree upon a lump sum, the Owner may at his/her option either:

a. Order the work to be done and compensated for in the following manner: by the actual net cost in money to the Contractor of the materials, the wages of applied labor, insurance, taxes imposed by law on labor employed on the work, plus such rental (utilizing weekly rental rates) for equipment (other than tools) required and approved for such additional work. After excluding taxes imposed by law upon labor employed on the work, the Contractor shall receive 15% of the actual net cost outlined above as compensation for all other items of profit and costs or expenses including administration, overhead, superintendence, materials used in temporary structures, allowances, (including provision for overhead and profit) made by the contractor to subcontractor, additional premiums upon performance bond of the Contractor and the use of small tools, or

b. the Owner may order that item or portion of work omitted without invalidating any of the terms thereof, and there shall be deducted from the contract price the value as estimated by the Engineer of the labor and material omitted from the contract, if any be omitted.

31. SUBSTANTIAL COMPLETION

Prior to final estimate, the Contractor, may in writing to the Owner and Engineer, certify that the entire project is substantially complete and request that the Engineer issue a Certificate of Substantial Completion. Within a reasonable time thereafter, the Owner, Contractor and Engineer will make an inspection of the project to determine the status of completion. If the Engineer does not consider the project substantially complete, he/she will notify the Contractor in writing giving his/her reasons therefore. If the Engineer considers the project substantially complete, he/she will prepare and deliver to the Owner, a tentative Certificate of Substantial Completion which shall fix the date of Substantial Completion and the responsibilities between the Owner and the Contractor for maintenance, heat and utilities.

There shall be attached to the certificate, a tentative list of items to be completed or corrected before final estimate, and the certificate shall fix the time within which such items shall be completed or corrected, said time to be within the Contract time. The Owner shall have seven days after receipt of the tentative certificate during which he/she may make written objection to the Engineer as to any provisions of the certificate or attached list. If, after considering such objections, the Engineer concludes that the project is not substantially complete, he/she may notify the Contractor in writing stating his/her reasons therefore. If after seven days and after consideration of the Owner's objections the Engineer considers the project substantially complete he/she will execute and deliver to the Owner and the Contractor a definitive Certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as he/she believes justified after consideration of any objections from the Owner.

32. FINAL INSPECTION

Upon written notice from the Contractor that the Project is complete, the Engineer will make a final inspection with the Owner and 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.

33. **FINAL ESTIMATE**

As soon as practicable after the completion of the work under this contract, the Engineer shall make a final estimate in writing of the quantity of work done under this contract, and the amount earned by the Contractor.

The Final Estimate accepted by the Contractor, will be submitted to the Owner and a copy furnished to the Contractor. Upon approval of the Final Estimate by the Owner, and as soon as practicable thereafter, the Owner will pay the Contractor an amount equal to ninety eight percent (98%) of the total compensation to which the Contractor is entitled for the performance of the Contract, less the amount of all previous payments. The balance, two percent (2%) will be retained for one year from the date of Substantial Completion as determined by the Engineer as a guarantee against defect of materials, equipment, workmanship or other contract performance.

34. **FINAL PAYMENT**

Within one year after the date of Substantial Completion as determined by the Engineer, the Owner will make or cause to be made a re-inspection of the work. If the work is found satisfactory in accordance with the Contract Documents, the Owner will approve the release of two percent (2%) retainer elsewhere provided for in these specifications, and the Owner will make the payment.

In the event the inspection discloses the existence of defects in the materials, equipment or workmanship or other noncompliance with the Contract Documents, the Contractor shall be required to immediately make good and rectify all defects as a prerequisite to the release and payment of the retainer. If the Contractor shall fail or neglect to satisfy the requirements of the Contract with respect to making the necessary corrections, then the Owner may proceed to have the work executed by others and the cost and expense thereof will be deducted from the two (2%) retainer and the balance, if any will be released to the Contractor.

In the event the two percent (2%) retainer is not sufficient to meet the cost and expense of making the necessary repairs and adjustments, the Contractor and his/her Sureties shall be liable to the Owner for such excess.

35. **PREVAILING WAGES**

This project shall comply with State Statutes, section 31-53. Accordingly, the following provision shall be included as part of these specifications, if applicable:

"The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of this section (State Statutes, sec. 31-51) 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 project is being

constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his/her wages the amount of payment or contribution for his/her classification on each pay day."

Minimum Rates and Classifications for
Heavy/Highway Construction

ID#: 25-4119

Connecticut Department of Labor
Wage and Workplace Standards Division

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

Project Number: L084-0001

Project Town: Monroe

State#:

FAP#:

Project: Housatonic Valley Rail Trail - Section II & III Maple Avenue into Wolf Park

CLASSIFICATION	Hourly Rate	Benefits
1) Boilermaker	48.21	30.01
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	43.14	34.74
2) Carpenters, Piledrivermen	39.54	28.68
2a) Diver Tenders	39.54	28.68
3) Divers	48.0	28.68
03a) Millwrights	43.25	29.13
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	57.85	25.95
4a) Painters: Brush and Roller	38.07	25.80
4b) Painters: Spray Only	41.07	25.80

As of: April 17, 2025

4c) Painters: Steel Only	40.07	25.80
4d) Painters: Blast and Spray	41.07	25.80
4e) Painters: Tanks, Tower and Swing	40.07	25.80
4f) Elevated Tanks (60 feet and above)	47.07	25.80
5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	45.4	33.57+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	45.25	41.27 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	49.58	35.25
----LABORERS-----		
8) Group 1: General Laborers and concrete specialist	35.7	28.85
8) Group 1a: Acetylene Burners (Hours worked with a torch)	36.7	28.85
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	35.95	28.85
10) Group 3: Pipelayers	36.2	28.85
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	36.2	28.85

As of: April 17, 2025

12) Group 5: Toxic waste removal (non-mechanical systems)	37.7	28.85
13) Group 6: Blasters	37.45	28.85
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	38.7	28.85
Group 8: Traffic control signalmen	21.42	28.85
Group 9: Hydraulic Drills	36.45	28.85
Group 10: Toxic Waste Removers A or B With PPE	38.7	28.85
----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.----		
13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	37.93	28.85 + a
13b) Brakemen, Trackmen, Miners' Helpers and all other men	36.96	28.85 + a
----CLEANING, CONCRETE AND CAULKING TUNNEL----		
14) Concrete Workers, Form Movers, and Strippers	36.96	28.85 + a
15) Form Erectors	37.29	28.85 + a
----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----		
16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers, Miners Helpers	36.96	28.85 + a

As of: April 17, 2025

17) Laborers Topside, Cage Tenders, Bellman	36.85	28.85 + a
18) Miners	37.93	28.85 + a
----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ---		
-		
18a) Blaster	44.42	28.85 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	44.22	28.85 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	42.24	28.85 + a
21) Mucking Machine Operator, Grout Boss, Track Boss	45.01	28.85 + a
----TRUCK DRIVERS----(*see note below)		
Two Axle Trucks, Helpers	33.16	32.36 + a
Three Axle Trucks; Two Axle Ready Mix	33.27	32.36 + a
Three Axle Ready Mix	33.33	32.36 + a
Four Axle Trucks	33.39	32.36 + a
Four Axle Ready-Mix	33.44	32.36 + a
Heavy Duty Trailer (40 tons and over)	35.66	32.36 + a

As of: April 17, 2025

Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	33.44	32.36 + a
Heavy Duty Trailer (up to 40 tons)	34.39	32.36 + a
Snorkle Truck	33.54	32.36 + a
----POWER EQUIPMENT OPERATORS----		
Group 1: Crane Handling or Erecting Structural Steel or Stone, Hoisting Engineer (2 drums or over). (Trade License Required)	58.19	29.80 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and over.	53.33	29.80 + a
Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	57.78	29.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	56.79	29.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer).	52.92	29.80 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	51.92	29.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper).	51.42	29.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" mandrel)	50.63	29.80 + a

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	50.63	29.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	50.22	29.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrel)	49.77	29.80 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	49.25	29.80 + a
Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder), Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	48.67	29.80 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	45.96	29.80 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	45.96	29.80 + a
Group 12: Wellpoint Operator.	45.87	29.80 + a
Group 13: Compressor Battery Operator.	45.12	29.80 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	43.6	29.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	43.06	29.80 + a
Group 16: Maintenance Engineer.	42.2	29.80 + a

As of: April 17, 2025

Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator., Portable Grout Plant Operator, Portable Water Filtration Plant Operator.	47.91	29.80 + a
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Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	44.7	29.80 + a
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Surveyor: Chief of Party	48.16	29.80 + a
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Surveyor: Assistant Chief of Party	44.41	29.80 + a
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Surveyor: Instrument Man	42.73	29.80 + a
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Surveyor: Rodman or Chairman	36.78	29.80 + a
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**NOTE: SEE BELOW

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

20) Lineman, Cable Splicer, Technician	48.84	18.07
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21) Heavy Equipment Operator	42.26	6.5% + 19.88
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22) Equipment Operator, Tractor Trailer Driver, Material Men	40.96	6.5% + 19.21
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23) Driver Groundmen	26.5	6.5% + 9.00
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23a) Truck Driver	40.96	6.5% + 17.76
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----LINE CONSTRUCTION----

24) Driver Groundmen	30.92	6.5% + 9.70
25) Groundmen	22.67	6.5% + 6.20
26) Heavy Equipment Operators	37.1	6.5% + 10.70
27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45

Welders: Rate for craft to which welding is incidental.

Surveyors: Hazardous material removal: \$3.00 per hour premium.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE
CONTRACTS AND CONDITIONS

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

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

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

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

The list of violations (if applicable) is attached,

(Name of Firm, Organization or Corporation)

Signed:

Written Signature:

Name Typed:

(Corporation Seal)

Title:

(Title of Above Person, typed)

Dated:

State of

County of

ss:

A.D., 20____

)

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

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

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

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

My Commission Expires:

(Notary Public)

(Seal)

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

(Revised 09/3/15)

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) **Definition of Small Contractor**

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

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART 1 – Bidder Information

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

PART II - Bidder Nondiscrimination Policies and Procedures

<p>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>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 <input type="checkbox"/> No <input type="checkbox"/></p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>9. Does your company have a mandatory retirement age for all employees? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>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 <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p>
<p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>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 <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p>
<p>6. Does your company have a collective bargaining agreement with workers? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of CT? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>12. Does your company have a written affirmative action Plan? Yes <input type="checkbox"/> No <input type="checkbox"/> If no, please explain.</p> <p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, give name and phone number:</p>

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	<input type="checkbox"/>	<input type="checkbox"/>			Work Experience
Private Employment Agencies	<input type="checkbox"/>	<input type="checkbox"/>			Ability to Speak or Write English
Schools and Colleges	<input type="checkbox"/>	<input type="checkbox"/>			Written Tests
Newspaper Advertisement	<input type="checkbox"/>	<input type="checkbox"/>			High School Diploma
Walk Ins	<input type="checkbox"/>	<input type="checkbox"/>			College Degree
Present Employees	<input type="checkbox"/>	<input type="checkbox"/>			Union Membership
Labor Organizations	<input type="checkbox"/>	<input type="checkbox"/>			Personal Recommendation
Minority/Community Organizations	<input type="checkbox"/>	<input type="checkbox"/>			Height or Weight
Others (please identify)	<input type="checkbox"/>	<input type="checkbox"/>			Car Ownership
	<input type="checkbox"/>	<input type="checkbox"/>			Arrest Record
	<input type="checkbox"/>	<input type="checkbox"/>			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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Construction Contracts - Required Contract Provisions (State Funded Only Contracts)

Index

1. Contractor Work Force Utilization / Specific Equal Employment Opportunity
2. Contract Wage Rates
3. Americans with Disabilities Act of 1990, as Amended
4. 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)
5. Tax Liability - Contractor's Exempt Purchase Certificate (CERT – 141)
6. Executive Orders (State of CT)
7. Non Discrimination Requirement and Certification (pursuant to section 4a-60 and 4a-60a of the Connecticut General Statutes, as revised)
8. Whistleblower Provision
9. Connecticut Freedom of Information Act
 - a. Disclosure of Records
 - b. Confidential Information
10. Service of Process
11. Substitution of Securities for Retainages on State Contracts and Subcontracts
12. Health Insurance Portability and Accountability Act of 1996 (HIPAA)
13. Forum and Choice of Law
14. Summary of State Ethics Laws
15. Audit and Inspection of Plants, Places of Business and Records
16. Campaign Contribution Restriction
17. Tangible Personal Property

18. Bid Rigging and/or Fraud – Notice to Contractor
19. Consulting Agreements Representation
20. Sovereign Immunity
21. Large State Contract Representation for Contractor
22. Large State Contract Representation for Official or Employee of State Agency
23. Iran Energy Investment Certification
24. Access to Contract and State Data

Index of Exhibits

- EXHIBIT A – Contractor Work Force Utilization / Equal Employment Opportunity (page 14)
EXHIBIT B – Health Insurance Portability and Accountability Act of 1996 (HIPAA) (page 17)
EXHIBIT C - State Wage Rates and Other Related Information (page 25)

1. 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 A 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.

2. Contract Wage Rates

The Contractor shall comply with:

The State wage rate requirements indicated in Exhibit C 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 817), 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.

3. Americans with Disabilities Act of 1990, as Amended

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

4. 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

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

The Contractor shall comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The Contractor is responsible for determining its tax liability. If the Contractor purchases materials or supplies pursuant to the Connecticut Department of Revenue Services' "Contractor's Exempt Purchase Certificate (CERT-141)," as may be revised, the Contractor acknowledges and agrees that title to such materials and supplies installed or placed in the project will vest in the State simultaneously with passage of title

from the retailers or vendors thereof, and the Contractor will have no property rights in the materials and supplies purchased.

Forms and instructions are available anytime by:

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

6. Executive Orders and Other Enactments

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At the Contractor's request, the Client Agency shall provide a copy of these Enactments to the Contractor. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- (b) 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 this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; (2) **Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04**; and (3) Executive Order Nos. 13F and 13G of Governor Ned Lamont, promulgated September 3, 2021 and September 10, 2021, respectively, concerning protection of public health and safety during COVID-19 pandemic, as extended by Executive Order No. 14A of Governor Ned Lamont, promulgated September 30, 2021. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

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

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

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons:
 - (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown

by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

(4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

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

(i) Nondiscrimination Certification

Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, or (B) initialing this nondiscrimination affirmation in the following box:

8. 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.

9. 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.

10. 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.

11. 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.

12. 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 B, and hereby made part of this Contract.

13. Forum and Choice of Law

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

14. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

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

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. For the purposes of this Section, "Contractor Parties" means the Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.

- (b) The Contractor shall maintain and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (e) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (f) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

16. Campaign Contribution Restriction

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received 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.

17. 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.

18. 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.

19. Consulting Agreements Representation

Pursuant to section 4a-81 of the Connecticut General Statutes, the Contractor represents that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are: _____

Description of Services Provided: _____

Is the consultant a former State employee or former public official? YES NO

If YES: _____

Name of Former State Agency

Termination Date of Employment

20. Sovereign Immunity

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

21. Large State Contract Representation for Contractor

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi-public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

22. Large State Contract Representation for Official or Employee of State Agency

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the most qualified or highest ranked person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

23. Iran Energy Investment Certification

(a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it

has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

(b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

24. Access to Contract and State Data

The Contractor shall provide to the Client Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Client Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Client Agency in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.

EXHIBIT A

CONTRACTOR WORKFORCE UTILIZATION / EQUAL EMPLOYMENT OPPORTUNITY

1. Project Workforce Utilization Goals:

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

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

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

STATE FUNDED PROJECTS (only)

APPENDIX A

(Labor Market Goals)

LABOR MARKET AREA GOAL

Female

Minority

Bridgeport 1.4%			22.7%
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Ansonia	Beacon Falls	Bridgeport	Derby
Easton	Fairfield	Milford	Monroe
Oxford	Seymour	Shelton	Stratford
Trumbull			

Danbury 3.8%			10.7%
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Bethel	Bridgewater	Brookfield	Danbury
Kent	New Fairfield	New Milford	Newtown
Redding	Ridgefield	Roxbury	Sherman
Washington			

Danielson 1.8%			4.3%
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Brooklyn	Eastford	Hampton	Killingly
Pomfret	Putnam	Scotland	Sterling
Thompson	Voluntown	Union	Woodstock

Hartford 2.1%			13.7%
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Andover	Ashford	Avon	Barkhamsted
Belin	Bloomfield	Bolton	Bristol
Burlington	Canton	Chaplin	Colchester
Columbia	Coventry	Cromwell	Durham
East Granby	East Haddam	East Hampton	East Hartford
East Windsor	Ellington	Enfield	Farmington
Glastonbury	Granby	Haddam	Hartford
Harwinton	Hebron	Lebanon	Manchester
Mansfield	Marlborough	Middlefield	Middletown
Newington	Plainville	Plymouth	Portland
Rocky Hill	Simsbury	Somers	South Windsor
Southington	Stafford	Suffield	Tolland
Vernon	West Hartford	Wethersfield	Willington
Winchester	Windham	Windsor	Windsor Locks

Lower River 1.8%			4.3%
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Chester	Deep River	Essex	Old Lyme
Westbrook			

LABOR MARKET AREA GOAL

Minority

Female

New Haven 3.1%			17.9%
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Bethany	Branford	Cheshire	Clinton
East Haven	Guilford	Hamden	Killingworth

Madison
North Haven
Woodbridge

Meriden
Orange

New Haven
Wallingford

North Branford
West Haven

New London
3.1%

7.4%

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

Stamford
2.1%

33.2%

Darien	Greenwich	New Canaan	Norwalk
Stamford	Weston	Westport	Wilton

Torrington
1.8%

4.3%

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

Waterbury
1.6%

12.4%

Bethlehem	Middlebury	Naugatuck	Prospect
Southbury	Thomaston	Waterbury	Watertown
Wolcott	Woodbury		

EXHIBIT B

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

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

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

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

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

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

- D. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
 - E. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (i) Permitted Uses and Disclosure by Business Associate.
- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - (2) Specific Use and Disclosure Provisions
 - A. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - B. Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - C. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (j) Obligations of Covered Entity.

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

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

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

(m) Miscellaneous Provisions.

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

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

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.

EXHIBIT C

State Wages and Other Related Information

Please refer to the Department of Labor website for the latest updates, annual adjusted wage rate increases, certified payroll forms and applicable statutes.

<http://www.ctdol.state.ct.us/wgwkstnd/prevailwage.htm>

Prevailing Wage Law Poster Language

**THIS IS A PUBLIC WORKS PROJECT Covered by the
PREVAILING WAGE LAW CT General Statutes Section 31-53**

If you have QUESTIONS regarding your wages CALL (860) 263-6790

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE (applicable to public building contracts entered into on or after July 1, 2007, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;

(7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;

(8) Proof of completion may be demonstrated through either: (a) the presentation of a bona fide student course completion card issued by the federal OSHA Training Institute; or (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;

(9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

(10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;

(11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;

(12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;

(13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;

(14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and

(15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.

(16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

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

November 29, 2006

Notice

To All Mason Contractors and Interested Parties Regarding Construction Pursuant to Section 31-53 of the Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute. Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute. The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.

- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

**CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION**

**CONTRACTORS WAGE CERTIFICATION FORM
Construction Manager at Risk/General Contractor/Prime Contractor**

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

Signed

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

Notary Public

Return to: Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____

Information Bulletin ***Occupational Classifications***

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53(d).

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.

Below are additional clarifications of specific job duties performed for certain classifications:

□ **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

□ **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

□ **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

□ **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

□ **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing:

student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

□ **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

□ **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

□ **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. *License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.

□ **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. *License required by Connecticut General Statutes: R-1, 2, 5, 6.

□ **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

□ **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

□ **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

□ **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

□ **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

□ **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

□ **LEAD PAINT REMOVAL**

- Painter's Rate 1. Removal of lead paint from bridges. 2. Removal of lead paint as preparation of any surface to be repainted. 3. Where removal is on a Demolition project prior to reconstruction. • Laborer's Rate 1. Removal of lead paint from any surface NOT to be repainted. 2. Where removal is on a TOTAL Demolition project only.

□ **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. *License required per Connecticut General Statutes: P-1,2,6,7,8,9 J1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.

□ **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. ***License required, crane operators only, per Connecticut General Statutes.**

□ **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

□ **SHEETMETAL WORKERS**

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

□ **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems. ***License required per Connecticut General Statutes: F-1, 2, 3, 4.**

□ **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

□ **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are requires to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance

of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. ***License required, drivers only, per Connecticut General Statutes.**

For example:

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

Any questions regarding the proper classification should be directed to:

**Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543.**

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

□ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and (Residential- Hartford, Middlesex, New Haven, New London and
Tolland Counties)

a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Elevator Constructors: Mechanics

a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.

b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators
(Heavy and Highway Construction & Building Construction)

a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he

fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

Rev. 7/1/19

SEE BELOW FOR STATE WAGE RATES

INSERT STATE WAGES HERE

TECHNICAL SPECIFICATIONS

GENERAL REQUIREMENTS

1.01 TESTING AND SAMPLING

If the Engineer so requires, either prior to, beginning, or during the progress of the work. The Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the specifications. Such samples, including bituminous concrete and gravel, shall be furnished, taken, stored, packed and shipped as directed, at the expense of the Contractor. The Contractor shall, at his/her own expense, furnish approved molds for making concrete test cylinders. Except as otherwise specified, the Contractor shall hire a third party testing agency and make arrangements for and pay for the tests. Contractor shall provide all tests to the Owner/Engineer for review.

The following items shall be tested for compaction: base material below wall footings every 200 feet, tail base and trail surface course at a minimum of every 500 linear feet of trail.

Where it is required to submit test reports, sufficient copies of the test reports accompanied by the standard transmittal form shall be submitted to the Engineer.

All samples shall be packed so as to reach their destination in good condition, and shall be labeled to indicate the material represented, the name of the building or work and location for which the material is intended, and the name of the Contractor submitting the sample. To ensure consideration of samples, the Contractor shall notify the Engineer by letter that the samples have been shipped and shall properly describe the samples in the letter. In no case shall the letter of notification be enclosed with the samples.

The Contractor shall submit data and samples, or place his/her orders, sufficiently early to permit consideration, inspection, testing and approval before the materials and equipment are needed for incorporation in the work. Delay resulting from his/her failure to do so shall not be used as the basis of a claim against the Owner of the Engineer.

In order to demonstrate the proficiency of workmen, or to facilitate the choice among several textures, types, finishes, surfaces, etc., the Contractor shall at his/her own expense, provide such samples of materials as may be required.

Additionally, the minimum testing requirements below shall be adhered to:

Local Transportation Capital Improvement Program (LOTICIP)

4/2/2019

ONLY Applies to Municipal Adminstered LOTC/P Projects **not** on National Highway System

Material Name	Unit	Test/Documentation	Frequency 1 per	Notes
Anchor Bolts	ea.	MC	project	1 per size
Asphah Emulsions (CSS-1, RS-1 or SS-1)	gal	MC	10k	
Bituminous Concrete (HMA)	ton	D 2950 FUJT	day	See Note 3
Cement - Portland Type 1/U	bag	FLOT	project	empty bag
Chemical Anchor	lb.	QPL MC	project	
Concrete-Ready Mixed	c.y.	T22 FLDT	75	4 cylinders
Construction Signing	ca.	MC	project	
Geotextile	s.y.	QPL MC	project	
Gravel (Bank Run or Crushed)	c.y.	T27 LABT	5k	
Grout, Non-shrink	bag	MC	project	
Masonry Brick & Block (Solid)	ea.	FLOT	project	See Note 1
Pipe - Reinforced Concrete	l.f.	PC-1	project	See Note 1
Pipe (Metal & Plastic) All types	lf	MC	project	See Note 1
Pipe Arch - Aluminum	lf	MC	project	See Note 1
Precast Concrete Items (not pipe)	ca.	PC-1	Item typ	
Prestressed Concrete Members	ea.	LABT	1	See Note 2 & 3
Reclaimed Misc. Aggregate	c.y.	T27/Chm Analysis	2500	See Note 5
Reclaimed Waste	c.y.	T180 LABT	50k	See Note 5
Sand (Masonry /Trenching & Backfilling)	c.y.	T27 LABT	2500	
Sheet Piling	l.f.	MC	project	See Note 4
Sign Post	ea.	MC	project	See Note 1
Span Pole - Steel or Wood	ca.	MC	project	See Note 3
Steel Reinforcing Bars (Plain or epoxy)	lb.	T244 MC	2001	
Stone (Broken/Crushed)	c.y.	T27 LABT	20k	
Structural Steel	cw	Shop Drawings	project	Notes 2, 3 & 4
Traffic Signal Equipment	ea.	MC	project	NA

Notes

1	Material should be inspected on the project site prior to use. Suspect material should be physically tested to determine conformance.
2	QC Inspection should be provided and documented during fabrication.
3	Contact the Department of Transportation Division of Materials Testing to determine vendor qualifications and QA inspection availability.
4	Documentation should be provided to determine conformance to Buy America requirements.
5	FORM MAT-212 should be completed and provided by the Contractor prior to use of material.

Test Method/Type

LABT	Laboratory Test
FLDT	Test performed in the field
QPL	ConnDOT Qualified Products List (http://www.ct.gov/dot/lib/dot/documents/dresearch/conndot_qpl.pdf)
PC-1	MAT-308 Required from producer with shipment
MC*	Materials Certificate

*Should comply with ConnDOT Standard Specification Section 1.06.07

1.02 SURVEY MONUMENTS AND POINTS

Monuments and survey points established by the Owner or any other agency must be protected and safeguarded against displacement or removal. Where located in the line of work, the Contractor shall have the points in question tied in and replaced at his/her own cost and expense by a private surveyor.

In the event any private survey points are encountered which must, of necessity, be disturbed or removed in order to permit construction operations, or if any private survey points are disturbed or removed through carelessness or negligence or to expedite the Contractor's operations, they shall be replaced at the Contractor's cost and expense by a private professional land surveyor.

1.03 ACCESS TO PUBLIC AND PRIVATE PROPERTIES

The Contractor shall arrange his/her operations and the spaces occupied by him so as to provide access to properties in the vicinity of the project limits, particularly driveways, access to fire hydrants, manholes, gate boxes and other utilities.

The Contractor shall confine his/her occupancy of public or traveled ways to the smallest spaces compatible with the efficient performances or construction of the work contemplated by this Contract.

The majority of the work is within a Town park. The Contractor shall coordinate all work with the Owner regarding pedestrian and vehicular access to the park. The Park shall remain open during construction (except for areas within the limit of work) and the contractor shall make every effort to not impact the park uses without prior authorization from the Town.

1.04 WORK IN RIGHTS-OF-WAY

The term "land", "private land", "property", "private road", "driveway", etc., as used in these specifications, shall be interpreted to include not only the property or properties of any private individual or corporation, but also the property of any public body not used as a legally established public street highway. The provisions of this section shall apply to operations within the sites or any public building or institutions and similar location.

Copies of drawings indicating the extent of permanent easements and temporary construction easements will be furnished to the Contractor by the Engineer. In addition, the Contractor shall make inquiry and ascertain the limits, conditions, etc., or rights-of-way, access, etc. possessed by the Owner and available for use by the Contractor, which information will in most cases be by public information in either a layout resolution of the Owner or recorded in the land records of the Town.

Certain essential facts as to such rights may be indicated on plans or elsewhere in the Contract Documents. In some cases, the indications in the Contract Documents. may restrict the

Contractor more closely than the full extent of the rights possessed by the Owner, in which case such indicated restrictions shall govern the operations of and occupancies by the Contractor. The Contractor and those operating under him/her must know and conform to the limits of the spaces which he/she may occupy at the site of the work, the means of access thereto and the conditions under which he/she may occupy or use such rights.

If the Contractor, by direct negotiation and bargaining with any land owner, lessee or tenant, has secured for himself/herself any right to use more space or greater privileges in the space provided by the Owner for purposes incidental to the performance of the Contract. He/she shall upon request of the Engineer, furnish to the Engineer proper evidence that such additional rights have been properly secured and assurance that no damage to or claim upon the Owner will arrive therefrom. The Owner shall not be liable in any way for any expense incurred by the Contractor in securing any such right to use additional property.

The Contractor shall be responsible for and reimburse the Owner and others for any and all losses, damage or expense which the Owner or those others may suffer, either directly or indirectly or through any claims of any person or party, for any trespass outside the spaces and rights-of-way provided by the Owner to the Contractor, or any violation or disregard of the terms and conditions established for the use of occupancy of those rights or for negligence in the exercise of those rights.

The Owner may retain or deduct from any sum or sums due or to become due to the Contractor such amount or amounts as may be proper to insure the Owner against loss or expense by reason of the failure of the Contractor to observe the limits and conditions of the rights-of-way, rights-of access, etc. provided by the Owner.

The Contractor shall request the Engineer to give proper notice to the Owners and tenants of land traversed by the rights-of-way or access way to be used or occupied by the Contractor prior to any entry or re-entry into such rights-of-way, etc.

The Contractor shall thereafter wait a sufficient time to permit the delivery of such notice or notices, and also to allow time in which the Owners or tenants may make necessary adjustments to avoid undue loss or inconvenience by the interference with their ordinary use or occupancy by the acts of the Contractor.

The Contractor shall take proper means to identify his/her employees, etc., when operating within private or restricted lands. He/she shall not permit his/her employees, subcontractors, suppliers, etc., to trespass outside the limits of the spaces provided for him/her to unnecessarily interfere with or to annoy or cause loss to the other occupants or owners of the property, or to commit any nuisance or scatter rubbish thereon, or to loiter therein when their presence is not essential to the work then underway. He/she shall not permit others attracted to the site of the work by his/her operations to loiter in the vicinity of his/her work or to enter or damage private property, within or without and near the rights-of-way provided by the Owner or to annoy the regular occupants or owners of such property.

If access is provided by means of any private road or driveway or through private lands, the Contractor shall permit the regular owners or users thereof to use the same so far as it is consistent with the construction of the work. If any existing driveway or road is damaged by his/her use thereof, the Contractor shall at once restore it to as good condition as it would have been had he/she not used it. The Contractor and those under him/her using any private road or driveway must assume to use that road or driveway on an "as is" basis and use it at their own risk. Neither the Owner nor the land owner shall be liable for damage to persons or property of the Contractor's forces arising from any defect in such road or driveway, except as such defect may be the consequence of negligence of the Owner or land owner after the award of the Contract.

The liability of any party may be limited by the terms of the right-of-way or right-of access documents. The land owner and the Owner make no representation that the road or driveway surface, culverts, etc., are adequate to carry any specific load or weight. The Contractor may be held liable to the land owner or regular users of the road and driveway for injury, damage or loss by reason of the negligence of the Contractor in operation of vehicles thereon, or with respect to damage done to the road or driveway by his/her forces or by reason of failure to provide and maintain suitable warnings of dangers created by the operations of the Contractor.

Should it be necessary to open or remove portions of any hedge, gate, fence or similar structure, such opening shall not be kept open at any time when it is not essential to the conduct of the work. Temporary gates shall be provided and such openings shall be closed except when opened for the passage of persons or vehicles. The openings shall be permanently restored and repaired when no longer needed for the performance of the Contract. Precautions shall be taken by the Contractor to prevent unauthorized person from passing through such temporary openings or, having passed through such openings into otherwise enclosed lands, from causing loss or damage therein.

The Contractor shall familiarize himself/herself with all R.O.W. agreements, which will be made available on request to the Owner.

1.05 MAINTENANCE OF TRAFFIC

The Contractor shall follow appropriate construction procedures to insure that operations will be confined sufficiently to provide for two lanes of traffic at all Local Roads and access drives at all times.

In no case will construction be allowed to proceed in such a manner as to close any street to traffic unless permission is granted by the governing authorities for said street. The work on Purdy Hill Road shall take place from areas outside of the roadway with the exception of the striping.

1.06 CLEANUP

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the project area and public

rights-of-way reasonably clear. Upon completion of the work, he/she shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights-of-way in a neat and clean condition. Trash burning on the site of the work will be subject to prior approval of the Owner and existing State and Local regulations. With the consent of the Engineer, the perishable materials must not become a part of any fill or left on the site.

1.07 SURPLUS EXCAVATED MATERIAL

All surplus excavated material, including all pavement removed which, in the opinion of the Engineer, is concluded unsuitable for reuse in any section of the project, shall be the property of the Contractor and shall be removed at no cost to the owner.

1.08 GENERAL (APPLICABLE SPECIFICATIONS)

The Contractor shall furnish all labor, materials and equipment, to construct all work as indicated on the drawings and as herein specified.

All work shall be in conformance with the State of Connecticut, State Highway Department Standard Specifications for Roads, Bridges and incidental construction (Form 818 dated 2004); State and Local Building Codes; acceptable building practices; Town Standards; Local Zoning and Inland Wetland Regulations; applicable Town ordinances, Codes, permits and any/all other applicable State-Federal-Regional & Local regulatory programs or requirements.

Requirements of above referenced State Specifications shall be utilized unless specific variations from same are listed in these Technical Specifications.

Where there are conflicts between State, Local or other requirements/specifications, the more stringent shall apply unless altered (accepted/approved) by the Engineer

1.09 CALL BEFORE YOU DIG REQUIREMENTS

Call Before You Dig! (Toll Free 1-800-922-4455) or call 811

The Contractor is hereby advised that it is his/her responsibility to contact Call Before You Dig prior to starting any/all construction and to conform to all Call Before You Dig Regulations.

TECHNICAL SPECIFICATIONS

**NOTICE TO CONTRACTOR – USE OF CONNECTICUT DOT FORM 818 AND
METHOD OF MEASUREMENT/BASIS OF PAYMENT**

The State of Connecticut Department of Transportation's Form 818 *Standard Specifications for Roads, Bridges, Facilities and Incidental Construction*, 2020, are hereby included as the basis for specifications for this project, as supplemented by the Supplemental Specifications and Special Provisions. References to Form 818 shall mean the State of Connecticut, Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Form 818, 2020 or its latest edition and any supplemental specifications. In the case of conflicts between Form 818 and other specifications or requirements contained herein the more stringent requirements shall be followed.

Any significant quantity discrepancies found at any point in the project shall be reported to the Engineer/Owner as soon as discovered. No work shall proceed on that work until authorized by the Engineer/Owner. The quantities included in the bid form will be used as a schedule of values and for additional work.

The following clarifications/modifications for the method of measurement/basis of payment are made for this project:

Lump Sum items shall be paid based on the percentage of that work completed

Each items shall be counted in the field.

Estimated items shall be based on daily report slips.

Linear Foot items shall be measured in the field using tape measure.

The following items shall be measured/paid for as noted. The contractor shall confirm with the Owner/Engineer the quantities of work completed as the work is done.

Controlled Materials Handling shall be measured per cubic yard in the field using tape measurements.

Earth Excavation shall be measured per cubic yard based on the difference between the existing and proposed conditions as shown on the cross sections contained in the plans.

Rock Excavation shall be measured per cubic yard in the field using tape measurements.

Excavation and Disposal of Unsuitable Fill shall be measured per cubic yard in the field using tape measurements.

Disposal of controlled Materials shall be measured per ton based on truck weigh slips

Borrow shall be measured per ton based on truck weigh slips

Formation of Subgrade shall be measured per cubic yard based on neat lines below the trail as indicated on the typical sections.

Granular Fill shall be measured per ton based on truck weigh slips

Retaining Wall shall be measured per square foot in the field based on the exposed wall height.

Modified Riprap shall be measured per cubic yard in the field based on tape measurements.

No. 6 Crushed Stone shall be measured per cubic yard in the field based on tape measurements.

Geotextile shall be measured per square yard based on neat lines for the trail surface as shown on the typical sections.

Stone Dust Pathway shall be measured per square yard based on neat lines for the trail surface as shown on the typical sections.

Furnishing and Placing Topsoil shall be measured per square yard in the field based on tape measurements.

Stockpiling and Placing Topsoil shall be measured per square yard in the field based on tape measurements.

Turf Establishment – New England Mix shall be measured per square yard in the field based on tape measurements.

Erosion Control Matting shall be measured per square yard in the field based on tape measurements.

Wetland Seeding shall be measured per square yard in the field based on tape measurements.

Removal of Existing Masonry shall be measured per cubic yard in the field based on taped measurements.

Sign Face-Extruded Aluminum (Type IX Retroreflective Sheeting) shall be measured per square foot in the field

Epoxy Resin Pavement Markings, Symbols and Legends shall be measured in the field using tape measurement. Lines will be by the linear foot. Symbols and legends by the square foot.

Construction Signs shall be measured per square foot in the field.

NOTICE TO CONTRACTOR – PROJECT SIGN

The Contractor shall provide a project sign at a location to be determined by the Owner. The cost of the sign shall be included in the item 0975004 Mobilization and Project Closeout.

Project Sign Requirements:

SIGN PANEL:

Signs should be made from suitable materials to perform effectively for a minimum of 3 years. Example of allowable materials include 3/4" MDO-EXT-APA Plywood or 0.125-gauge sheet aluminum. The following types of materials shall not be used: mesh, non-rigid, roll-up, corrugated or waffle board types substrates, foam core and composite aluminum sign substrates. Suitable attachments shall be provided so that the signs can be firmly attached to the sign supports without causing damage to the signs. Signs may be painted or use non-reflective plastic sheeting. Paint shall be extremely durable, high quality, semi-gloss enamel resistant to air, sun and water. Non-reflective plastic sheeting shall be permanently adhered to the backing. The material shall withstand 3 years' vertical, south-facing exterior exposure.

COLORS:

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

TYPEFACE: Helvetica Medium

SIGN SUPPORT:

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

LOCATION:

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

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

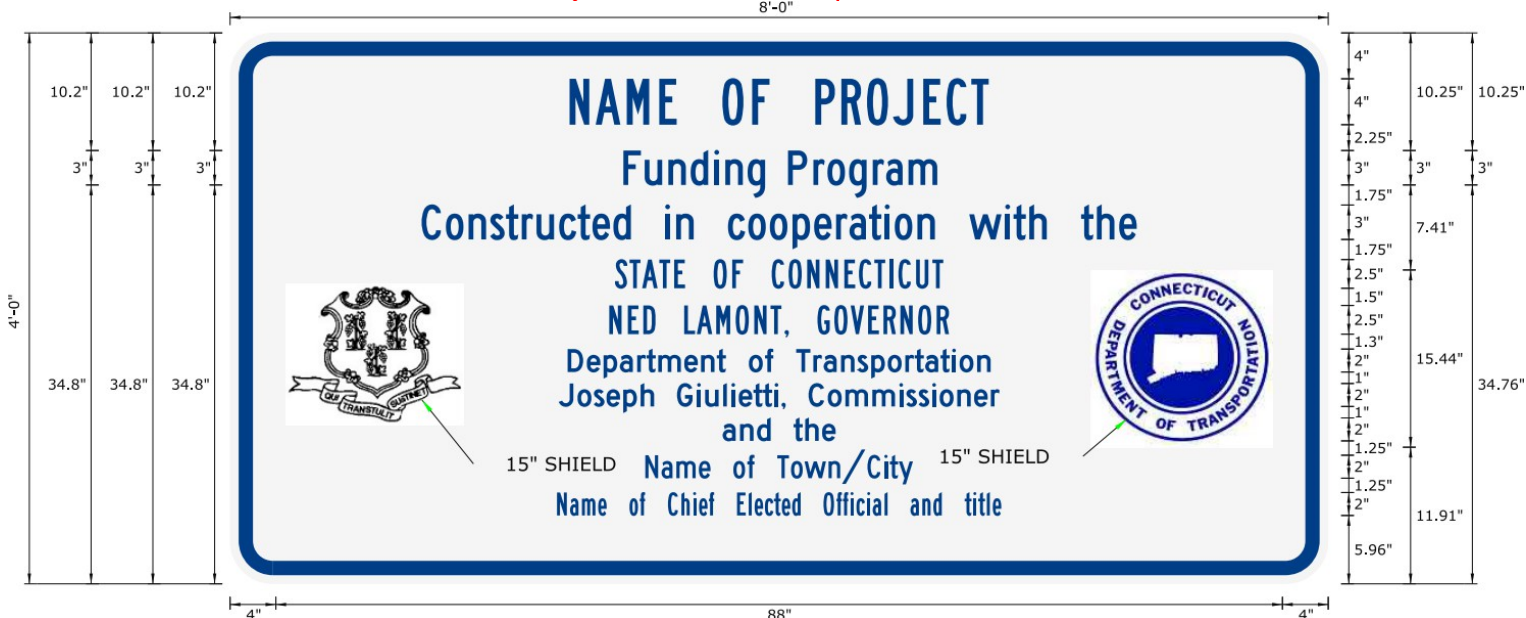
The bottom of the sign should be mounted 7 feet above the edge of road.

Final location to be determined by Owner/Engineer.

DURATION:

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

LOTICIP HOUSATONIC VALLEY RAIL TRAIL SECTION II AND III



Town of Monroe Kenneth M. Kellogg, First Selectman

NOTICE TO CONTRACTOR – PROTECTION OF EXISTING UTILITIES

Existing utilities shall be maintained during construction. The Contractor shall verify the location of underground and overhead utilities. Construction work within the vicinity of utilities shall be performed in accordance with current safety regulations.

Representatives of the various utility companies shall be allowed access to the work, by the Contractor. Refer to Section 1.07 – Legal Relations and Responsibilities for contact information for each utility.

The Contractor shall be liable for all damages or claims received or sustained by any persons, corporations or property in consequence of damage to the existing utilities, their appurtenances, or other facilities caused directly or indirectly by the operations of the Contractor.

In order to notify utility companies the number 1-800-922-4455 (Call Before You Dig), in accordance with Section 16-345 of the Regulations of the Department of Utility Control, must be called at least forty-eight (48) hours prior to the start of excavation. This notification will enable the utility companies to mark out their facilities in the field.

Contractors are cautioned that it is their responsibility to verify locations, conditions, and field dimensions of all existing features, as actual conditions may differ from the information shown on the plans or contained elsewhere in the specifications.

The Contractor shall notify the Engineer prior to the start of work and shall be responsible for all coordination with the Town. The Contractor shall allow the Engineer complete access to the work.

Any damage to any existing private and public utility, as a result of the Contractors operations, shall be repaired to the utility and Engineer's satisfaction at no cost to the State, the Town or the Utilities, including all materials, labor, etc., required to complete the repairs.

During the excavation for the proposed improvements, the cover over the existing underground Utilities may be reduced. Therefore, the Contractor shall have the location of the underground Utilities marked out prior to and following the excavation. The Contractor's attention is directed to the requirements of Article 1.07.13-Contractor's Responsibility for Adjacent Property and Services.

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

The Contractor shall perform all work in such a manner that will protect each Utility Company's facilities from damage. This may include excavation by hand methods as well as modified compaction methods when working close to underground Utilities. The Contractor is responsible for coordinating their work with each utility sufficiently in advance of the work so that the utility can schedule their work crews.

The Contractor shall use care when excavating in the vicinity of manholes, catch basins and pipes, which are to remain to avoid damage to these structures. As a minimum the Contractor shall notify the Utilities representative a minimum of two (2) weeks prior to any scheduled excavation so as not to cause any delay to his anticipated progress.

NOTICE TO CONTRACTOR – SITE CLEANLINESS

The Contractor is hereby notified that all areas utilized for construction activities including all onsite and offsite facilities shall be maintained so as to be free of rubbish, trash and deleterious construction debris at all times. The use of covered and secured trash receptacles is required. All receptacles will be regularly emptied and maintained.

There will be no direct payment for maintaining the site cleanliness of the construction areas under the contract.

NOTICE TO CONTRACTOR – VERIFICATION OF PLAN DIMENSIONS AND FIELD MEASUREMENTS

The Contractor is responsible for verifying all dimensions before any work is begun. Dimensions of existing structures shown on the plans are for general reference only, they are not guaranteed. The Contractor shall take all field measurements necessary to assure proper fit of the finished work and shall assume full responsibility of their accuracy. When shop drawings and/or working drawings based on field measurements are submitted for approval and/or review, the field measurements shall also be submitted for reference by the reviewer.

In the field, the Contractor shall examine and verify all existing and given conditions and dimensions with those shown on the plans. If field conditions and dimensions differ from those shown on the plans, the Contractor shall use the field conditions and dimensions and make the appropriate changes to those shown on the plans as approved by the Engineer. All field conditions and dimensions shall be so noted on the drawings submitted for approval.

There shall be no claim made against the Town by the Contractor for work pertaining to modifications required by any difference between actual field conditions and those shown by the details and dimensions on the contract plans. The Contractor will be paid at the unit price bid for the actual quantities of materials used or for the work performed, as indicated by the various items in the contract.

NOTICE TO CONTRACTOR - ENVIRONMENTAL INVESTIGATIONS

Environmental site investigations have been conducted that involved the sampling and laboratory analysis of soil collected from various locations and depths within the Project limits. The results of these investigations indicated the presence of detectable concentrations of semi-volatile organic compounds (SVOCs), lead, and extractable total petroleum hydrocarbons (ETPH) in soils within proposed construction areas in exceedance of Connecticut Department of Energy and Environmental Protection (CT DEEP) numeric criteria. The presence of these compounds at these concentrations will require the disposition of soils excavated from these areas to be restricted as described herein. Based on these findings and other site-specific considerations, two Areas of Environmental Concern (AOECs) were identified.

In addition to the AOECs, low levels of SVOCs and ETPH have been detected in soils within two locations within the proposed construction areas at levels below Connecticut Department of Energy and Environmental Protection (CT DEEP) numeric criteria. These areas are considered Low Level AOECs (LLAOECs).

The Contractor is hereby notified that controlled materials requiring special management or disposal procedures will be encountered during various construction activities conducted within the Project limits. Therefore, the Contractor will be required to implement appropriate health and safety measures for all construction activities to be performed within the AOECs. These measures shall include, but are not limited to, air monitoring, engineering controls, personal protective equipment and decontamination, equipment decontamination and personnel training. WORKER HEALTH AND SAFETY PROTOCOLS WHICH ADDRESS POTENTIAL AND/OR ACTUAL RISK OF EXPOSURE TO SITE SPECIFIC HAZARDS IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.

Where contaminated soils are excavated from within AOECs and LLAOECs, such soil shall only be reusable as backfill in the immediate area from which it was excavated (within the same AOEC/LLAOEC) and only if acceptable to the Engineer. No soil excavated from within an AOEC or LLAOEC shall be reused in other project locations. Any excess soil excavated from within an AOEC or LLAOEC will require special handling, disposal and documentation procedures.

The Town of Monroe, as Generator, will provide an authorized representative to sign all manifests and waste profile documentation required by disposal facilities for disposal of contaminated water and controlled materials.

The Contractor shall take note that obtainment of clean backfill source certification will be required along with possible sampling/analysis to be performed by the Environmental Consultant prior to placement. Specific certification/testing requirements will be subject to Environmental Consultant and Property Owner requirements/approval.

The Sections which shall be reviewed by the Contractor include, but are not limited to, the following:

- Item No. 0101000A – Environmental Health and Safety
- Item No. 0101117A – Controlled Material Handling
- Item No. 0101128A – Securing, Constructing, and Dismantling of a Waste Stockpile Area
- Item No. 0202315A – Disposal of Controlled Material

The Contractor is alerted to the fact that a Town of Monroe environmental consultant will be on site for excavation activities within the AOECs to collect soil samples (if necessary), and to observe site conditions for the State. **The WSA on the plans is to be used exclusively for temporary stockpiling of Controlled materials excavated from the Project AOECs and LLAOECs for determination of disposal classification.**

Information pertaining to the results of the environmental investigations discussed can be found in the documents listed below. The results contained in the environmental investigation reports listed below show levels of various contaminants that the Contractor may encounter during construction. Actual levels found during construction may vary and such variations will not be considered a change in condition provided the material can still be disposed as non-hazardous at one or more of the disposal facilities listed in Item No. 0202315A - Disposal of Controlled Materials. These documents shall be available for review electronically.

- **Task 210 - Subsurface Site Investigation – Housatonic Valley Rail-Trail Multi-Use Trail Connection Section II & III (Maple Drive Into Wolfe Park), Triton Environmental, Inc., June 2021.**

ITEM # 0101000A - ENVIRONMENTAL HEALTH AND SAFETY

Description:

Under this item, the Contractor shall establish protocols and provide procedures to protect the health and safety of its employees and subcontractors as related to the proposed construction activities performed within the Project limits. Work under this Item consists of the development and implementation of a HASP that addresses the relative risk of exposure to potential hazards present within the Project limits. The HASP shall establish health and safety protocols that address the relative risk of exposure to regulated substances in accordance with 29 CFR 1910.120 and 29 CFR 1926.65. Such protocols shall only address those potential concerns directly related to site conditions.

Note: The Engineer will prepare a site-specific HASP, which is compatible with the Contractor's HASP, and will be responsible for the health and safety of all Project Inspectors, Town employees and consulting engineers.

Materials:

The Contractor must provide chemical protective clothing (CPC) and personal protective equipment (PPE) as stipulated in the Contractor's HASP during the performance of work in areas identified as potentially posing a risk to worker health and safety for workers employed by the Contractor and all subcontractors.

Construction Methods:

1. Existing Information

The Contractor shall utilize all available information and existing records and data pertaining to chemical and physical hazards associated with any of the regulated substances identified in the environmental site investigation to develop the HASP. The documents containing this data are referenced in "Notice to Contractor – Environmental Investigations." Note that as indicated in the Notice to Contractor for this project, the chemical data obtained at this site indicates impacts to soil or groundwater within the Project limits.

2. General

The requirements set forth herein pertain to the provision of workers' health and safety as it relates to proposed Project activities when performed in the presence of hazardous or regulated materials or otherwise environmentally sensitive conditions. THE PROVISION OF WORKER HEALTH AND SAFETY PROTOCOLS WHICH ADDRESS POTENTIAL AND/OR ACTUAL RISK OF EXPOSURE TO SITE SPECIFIC HAZARDS POSED TO CONTRACTOR EMPLOYEES IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.

The Contractor shall be responsible for the development, implementation and oversight of the HASP throughout the performance of work within the limits of the Project, as identified in the Contract Documents, and in other areas identified by the Engineer or by the HASP where site conditions may pose a risk to worker health and safety and/or the environment. **No physical aspects of the work on the Project shall begin until the HASP is reviewed by the Engineer and is determined to meet the requirements of the specifications. However, the Contract time, in accordance with Article 1.03.08, will begin on the date stipulated in the Notice to Proceed.**

3. Regulatory Requirements

All construction related activities performed by the Contractor within the limits of the Project or in other areas where site conditions may pose a risk to worker health and safety and/or the environment shall be performed in conformance with 29 CFR 1926, Safety and Health Regulations for Construction and 29 CFR 1910, Safety and Health Regulations for General Industry. Conformance to 29 CFR 1910.120, Hazardous Waste Site Operations and Emergency Response (HAZWOPER) may also be required, where appropriate.

4. Submittals

Three copies of the HASP shall be submitted to the Engineer within four (4) weeks after the Award of Contract or four (4) weeks prior to the start of any work on the Project, whichever is first, but not before the Award of the Contract.

The HASP shall be developed by a qualified person designated by the Contractor. This qualified person shall be a Certified Industrial Hygienist (CIH), Certified Hazardous Material Manager (CHMM), or a Certified Safety Professional (CSP). He/she shall have review and approval authority over the HASP and be identified as the Health and Safety Manager (HSM). The HASP shall bear the signature of said HSM indicating that the HASP meets the minimum requirements of 29 CFR 1910.120 and 29 CFR 1926.65.

The Engineer will review the HASP within four (4) weeks of submittal and provide written comments as to deficiencies in and/or exceptions to the plan, if any, to assure consistency with the specifications, applicable standards, policies and practices and appropriateness given potential or known site conditions. Items identified in the HASP which do not conform to the specifications will be brought to the attention of the Contractor, and the Contractor shall revise the HASP to correct the deficiencies and resubmit it to the Engineer for determination of compliance with this item. The Contractor shall not be allowed to commence work activities on the Project, as shown on the Plans, or where site conditions exist which may pose a risk to worker health and safety and/or the environment, until the HASP has been reviewed and accepted by the Engineer. **No claim for delay in the progress of work will be considered for the Contractor's failure to submit a HASP that conforms to the requirements of the Contract.**

5. HASP Provisions

1. General Requirements

The Contractor shall prepare a HASP covering all Project site work regulated by 29 CFR 1910.120(b)/1926.65(b) to be performed by the Contractor and all subcontractors under this Contract. The HASP shall establish in detail, the protocols necessary for the recognition, evaluation, and control of all hazards associated with each task performed under this Contract. The HASP shall address site-specific safety and health hazards of each phase of site operation and include the requirements and procedures for employee protection. The level of detail provided in the HASP shall be tailored to the type of work, complexity of operations to be performed, and hazards anticipated. Details about some activities may not be available when the initial HASP is prepared and submitted. Therefore, the HASP shall address, in as much detail as possible, all anticipated tasks, their related hazards and anticipated control measures.

The HASP shall interface with the Contractor's Safety and Health Program. Any portions of the Safety and Health Program that are referenced in the HASP shall be included as appendices to the HASP. All topics regulated by the 29 CFR 1910.120(b)(4) and those listed below shall be addressed in the HASP. Where the use of a specific topic is not applicable to the Project, the HASP shall include a statement to justify its omission or reduced level of detail and establish that adequate consideration was given the topic.

2. Elements

a. Site Description and Contamination Characterization

The Contractor shall provide a site description and contaminant characterization in the HASP that meets the requirements of 29 CFR 1910.120/1926.65.

b. Safety and Health Risk Analysis/Activity Hazard Analysis

The HASP shall address the safety and health hazards on this site for every operation to be performed. The Contractor shall review existing records and data to identify potential chemical and physical hazards associated with the site and shall evaluate their impact on field operations. Sources, concentrations (if known), potential exposure pathways, and other factors as noted in CFR 1910.120/126.65, paragraph (c)(7) employed to assess risk shall be described. The Contractor shall develop and justify action levels for implementation of engineering controls and PPE upgrades and downgrades for controlling worker exposure to the identified hazards. If there is no permissible exposure limit (PEL) or published exposure level for an identified hazard, available information from other published studies may be used as guidance. Any modification of an established PEL must be fully documented.

The HASP shall include a comprehensive section that discusses the tasks and objectives of the site operations and logistics and resources required to complete each task. The hazards associated with each task shall be identified. Hazard prevention techniques, procedures and/or equipment shall be identified to mitigate each of the hazards identified.

c. Staff Organization, Qualifications and Responsibilities

The HASP shall include a list of personnel expected to be engaged in site activities and certify that said personnel have completed the educational requirements stipulated in 29 CFR 1910.120 and 29 CFR 1926.65, are currently monitored under a medical surveillance program in compliance with those regulations, and that they are fit for work under “Level C” conditions.

The Contractor shall assign responsibilities for safety activities and procedures. An outline or flow chart of the safety chain of command shall be provided in the HASP. Qualifications, including education, experience, certifications, and training in safety and health for all personnel engaged in safety and health functions shall be documented in the HASP. Specific duties of each on-site team member should be identified. Typical team members include but are not limited to Team Leader, Scientific Advisor, Site Safety Officer, Public Information Officer, Security Officer, Record Keeper, Financial Officer, Field Team Leader, and Field Team members.

The HASP shall also include the name and qualifications of the individual proposed to serve as Health and Safety Officer (HSO). The HSO shall have full authority to carry out and ensure compliance with the HASP. The Contractor shall provide a competent HSO onsite who is capable of identifying existing and potential hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees and who has authorization to take prompt corrective measures to eliminate or control them. The qualifications of the HSO shall include completion of OSHA 40-hour HAZWOPER training, including current 8-hour refresher training, and 8-hour HAZWOPER supervisory training; a minimum of one year of working experience with the regulated compounds that have been documented to exist within Project limits; a working knowledge of federal and state safety regulations; specialized training or documented experience (one year minimum) in personal and respiratory protective equipment program implementation; the proper use of air monitoring instruments, air sampling methods and procedures; and certification training in first aid and CPR by a recognized, approved organization such as the American Red Cross.

The primary duties of the HSO shall be those associated with worker health and safety. The Contractor’s HSO responsibilities shall be detailed in the written HASP and shall include, but not be limited to the following:

i. Directing and implementing the HASP.

- ii. Ensuring that all Project personnel have been adequately trained in the recognition and avoidance of unsafe conditions and the regulations applicable to the work environment to control or eliminate any hazards or other exposure to illness or injury (29 CFR 1926.21). All personnel shall be adequately trained in procedures outlined in the Contractor's written HASP.
 - iii. Authorizing Stop Work Orders, which shall be executed upon the determination of an imminent health and safety concern.
 - iv. Contacting the Contractor's HSM and the Engineer immediately upon the issuance of a Stop Work order when the HSO has made the determination of an imminent health and safety concern.
 - v. Authorizing work to resume, upon approval from the Contractor's HSM.
 - vi. Directing activities, as defined in the Contractor's written HASP, during emergency situations; and
 - vii. Providing personal monitoring where applicable, and as identified in the HASP.
- d. Employee Training Assignments
- The Contractor shall develop a training program to inform employees, supplier's representatives, and official visitors of the special hazards and procedures (including PPE, its uses and inspections) to control these hazards during field operations. Official visitors include but are not limited to, Federal Agency Representatives, State Agency Representatives, Municipal Agency Representatives, Contractors, subcontractors, etc. This program shall be consistent with the requirements of 29 CFR 1910.120 and 29 CFR 1926.65.
- e. Personal Protective Equipment
- The plan shall include the requirements and procedures for employee protection and should include a detailed section on respiratory protection. The Contractor shall describe in detail and provide appropriate PPE to insure that workers are not exposed to levels greater than the action level for identified hazards for each operation stated for each work zone. The level of protection shall be specific for each operation and shall be in compliance with all requirements of 29 CFR 1910 and 29 CFR 1926. The Contractor shall provide, maintain, and properly dispose of all PPE.
- f. Medical Surveillance Program

All on-site Contractor personnel engaged in 29 CFR 1910.120/1926.65 operations shall have medical examinations meeting the requirements of 29 CFR 1910.120(f) prior to commencement of work.

The HASP shall include certification of medical evaluation and clearance by the physician for each employee engaged in 29 CFR 1910.120/1926.65 operations at the site.

g. Exposure Monitoring / Air Sampling Program

The Contractor shall submit an Air Monitoring Plan as part of the HASP, which is consistent with 29 CFR 1910.120, paragraphs (b)(4)(ii)(E), (c)(6), and (h). The Contractor shall identify specific air sampling equipment, locations, and frequencies in the air-monitoring plan. Air and exposure monitoring requirements shall be specified in the Contractor's HASP. The Contractor's CIH shall specify exposure monitoring/air sampling requirements after a careful review of the contaminants of concern and planned site activities.

h. Site Layout and Control

The HASP shall include a map, work zone delineation (support, contamination, reduction and exclusion), on/off-site communications, site access controls, and security (physical and procedural).

i. Communications

Written procedures for routine and emergency communications procedures shall be included in the Contractor's HASP.

j. Personal Hygiene, Personal Decontamination and Equipment Decontamination

Decontamination facilities and procedures for PPE, sampling equipment, and heavy equipment shall be discussed in detail in the HASP.

k. Emergency Equipment and First Aid Requirements

The Contractor shall provide appropriate emergency first aid kits and equipment suitable to treat exposure to the hazards identified, including chemical agents. The Contractor will provide personnel that have certified first aid/CPR training onsite at all times during site operations.

l. Emergency Response Plan and Spill Containment Program

The Contractor shall establish procedures in order to take emergency action in the event of immediate hazards (i.e., a chemical agent leak or spill, fire or personal

injury). Personnel and facilities supplying support in emergency procedures will be identified. The emergency equipment to be present on-site and the Emergency Response Plan procedures, as required 29 CFR 1910.120, paragraph (1)(1)(ii) shall be specified in the Emergency Response Plan. The Emergency Response Plan shall be included as part of the HASP. This Emergency Response Plan shall include written directions to the closest hospital as well as a map showing the route to the hospital.

m. Logs, Reports and Record Keeping

The Contractor shall maintain safety inspections, logs, and reports, accident/incident reports, medical certifications, training logs, monitoring results, etc. All exposure and medical monitoring records are to be maintained according to 29 CFR 1910 and 29 CFR 1926. The format of these logs and reports shall be developed by the Contractor to include training logs, daily logs, weekly reports, safety meetings, medical surveillance records, and a phase-out report. These logs, records, and reports shall be maintained by the Contractor and be made available to the Engineer.

The Contractor shall immediately notify the Engineer of any accident/incident. Within two working days of any reportable accident, the Contractor shall complete and submit to the Engineer an accident report.

n. Confined Space Entry Procedures

Confined space entry procedures, both permit required and non permit required, shall be discussed in detail.

o. Pre-Entry Briefings

The HASP shall provide for pre-entry briefings to be held prior to initiating any site activity and at such other times as necessary to ensure that employees are apprised of the HASP and that this plan is being followed.

p. Inspections/Audits

The HSM or HSO shall conduct Inspections or audits to determine the effectiveness of the HASP. The Contractor shall correct any deficiencies in the effectiveness of the HASP.

6. HASP Implementation

The Contractor shall implement and maintain the HASP throughout the performance of work. In areas identified as having a potential risk to worker health and safety, and in any other areas deemed appropriate by the HSO, the Contractor shall be prepared to immediately

implement the appropriate health and safety measures, including but not limited to the use of PPE, and engineering and administrative controls.

If the Engineer observes deficiencies in the Contractor's operations with respect to the HASP, they shall be assembled in a written field directive and given to the Contractor. The Contractor shall immediately correct the deficiencies and respond, in writing, as to how each was corrected. Failure to bring the work area(s) and implementation procedures into compliance will result in a Stop Work Order and a written directive to discuss an appropriate resolution(s) to the matter. When the Contractor demonstrates compliance, the Engineer shall remove the Stop Work Order. If a Stop Work Order has been issued for cause, no delay claims on the part of the Contractor will be honored.

Disposable CPC/PPE (i.e. disposable coveralls, gloves, etc.) which come in direct contact with hazardous or potentially hazardous material shall be placed into 55 gallon USDOT 17-H drums and disposed of in accordance with federal, state, and local regulations. The drums shall be temporarily staged and secured within the WSA until the material is appropriately disposed.

7. HASP Revisions

The HASP shall be maintained onsite by the Contractor and shall be kept current with construction activities and site conditions under this Contract. The HASP shall be recognized as a flexible document which shall be subject to revisions and amendments, as required, in response to actual site conditions, changes in work methods and/or alterations in the relative risk present. All changes and modifications shall be signed by the Contractor's HSM and shall require the review and acceptance by the Engineer prior to the implementation of such changes.

Should any unforeseen hazard become evident during the performance of the work, the HSO shall bring such hazard to the attention of the Contractor and the Engineer as soon as possible. In the interim, the Contractor shall take action, including Stop Work Orders and/or upgrading PPE as necessary to re-establish and maintain safe working conditions and to safeguard on-site personnel, visitors, the public and the environment. The HASP shall then be revised/amended to reflect the changed condition.

Method of Measurement:

1. Within thirty (30) calendar days of the award of the Contract, the Contractor shall submit to the Engineer for acceptance a breakdown of its lump sum bid price for this item detailing:
 - a) The development costs associated with preparing the HASP in accordance with these Specifications.
 - b) The cost per month for the duration of the Project to implement the HASP and provide the services of the HSM and the HSO.

2. If the lump sum bid price breakdown is unacceptable to the Engineer, substantiation showing that the submitted costs are reasonable shall be required.
3. Upon acceptance of the payment schedule by the Engineer, payments for work performed will be made as follows:
 - a) The lump sum development cost will be certified for payment.
 - b) The Contractor shall demonstrate to the Engineer monthly that the HASP has been kept current and is being implemented and the monthly cost will be certified for payment.
 - c) Any month where the HASP is found not to be current or is not being implemented, the monthly payment for the Environmental Health and Safety Item shall be deferred to the next monthly payment estimate. If the HASP is not current or being implemented for more than thirty calendar days, there will be no monthly payment.
 - d) Failure of the Contractor to implement the HASP in accordance with this Specification shall result in the withholding of all Contract payments.

Basis of Payment:

This work will be paid for at the Contract lump sum price for “ENVIRONMENTAL HEALTH AND SAFETY” which shall include all materials, tools, equipment and labor incidental to the completion of this item for the duration of the Project to maintain, revise, monitor and implement the HASP. Such costs include providing the services of the HSM and HSO, Contractor employee training, CPC, PPE, disposal of PPE and CPC, medical surveillance, decontamination facilities, engineering controls, monitoring and all other HASP protocols and procedures established to protect the Health and Safety for all on-site workers.

<u>Pay Item</u>	<u>Pay Unit</u>
Environmental Health and Safety	Lump Sum

ITEM #010117A - CONTROLLED MATERIALS HANDLING

Description:

Work under this Item is intended to provide specific procedural requirements to be followed by the Contractor during the excavation of Controlled Materials from within any AOEC and LLAOEC, as shown on the Project Plans. This supplements Specification Sections 2.02, 2.03, 2.06, and 2.86, and Contract Special Provisions for excavation wherever contaminated materials are encountered. Work under this item shall include transporting and stockpiling materials at the WSA; and covering, securing, and maintaining the stockpiled materials throughout the duration of the Project. All materials, excluding the existing pavement structure (asphalt and subbase), rock, ledge, and concrete, excavated within AOEC(s) and LLAOEC are to be considered Controlled Materials.

Controlled Materials consisting of non-hazardous levels of regulated substances have been documented to exist within the Project. Such contamination is documented in the reports listed in the "Notice to Contractor – Environmental Investigations." Where contaminated soils are excavated from within AOECs or LLAOECs, such soil shall only be reusable as backfill in the immediate area from which it was excavated (within the same AOEC/LLAOEC) and only if acceptable to the Environmental Consultant. No soil excavated from within an AOEC/LLAOEC shall be reused in other project locations. Any excess soil excavated from within an AOEC/LLAOEC will require special handling, disposal and documentation procedures.

Materials:

The required materials are detailed on the Project Plans. All materials shall conform to the requirements of the Contract.

Plastic Sheet: Polyethylene plastic sheeting for underlayment shall be at least 30 mil thick. Polyethylene plastic sheeting for covering excavated material shall be a thickness of 10 mil. Both shall be at least 10 feet wide.

Covers for roll-off/storage containers shall be made of polyethylene plastic, or similar water-tight material, that is of sufficient size to completely cover top opening and can be securely fastened to the container.

Sand Bags: Sandbags used to secure polyethylene covers shall be at least 30 pounds.

Sorbent Boom: Shall be 8 inches in diameter and 10 feet long and possess petrophilic and hydrophobic properties. Sorbent booms shall also have devices (i.e. clips, clasps, etc.) for connection to additional lengths of boom.

Construction Methods:

A. General

When Controlled Materials are encountered during the course of the work, health and safety provisions shall conform to the appropriate sections of the Contract. Provisions may include implementation of engineering controls, air and personal monitoring, the use of chemical protective clothing (CPC), personal protective equipment (PPE), implementation of engineering controls, air and personal monitoring, and decontamination procedures.

Unless otherwise directed by the Engineer, materials removed from any excavation within the AOECs or LLAOECs shall be reused within the same excavation within the same AOEC/LLAOEC in accordance with the following conditions: (1) such soil is deemed to be structurally suitable as fill by the Engineer; (2) such soil is not placed below the water table; (3) the CTDEEP groundwater classification of the area where the soil is to be reused as fill does not preclude said use; and (4) such soil is not placed in an area subject to erosion. Excess soil from within an AOEC/LLAOEC shall not be reused in areas outside of that AOEC/LLAOEC. Any excess soil generated from within an AOEC/LLAOEC which cannot be reused in that same AOEC/LLAOEC shall be transported directly from the point of origin on the Project to the WSA. The stockpiles of excavated Controlled Materials shall be maintained as shown on the Project Plans. The Contractor shall plan excavation activities within AOECs and LLAOECs in consideration of the capacity of WSA, and the material testing and disposal requirements of the applicable Contract item. **No claims for delay shall be considered based on the Contractor's failure to coordinate excavation activities as specified herein.**

The Environmental Consultant will sample the stockpiled Controlled Materials at a frequency and for the constituents to meet the acceptance criteria of the treatment/recycling/disposal facilities submitted by the Contractor. The Contractor is hereby notified that laboratory turnaround time is expected to be fifteen (15) working days. Turnaround time is the period of time beginning when the Contractor notifies the Environmental Consultant which facility it intends to use and that the stockpile is ready for sampling and ending with the Contractor's receipt of the laboratory analytical results. Any change of intended treatment/recycling/disposal facility may prompt the need to resample and will therefore restart the time required for laboratory turnaround. The laboratory will furnish such results to the Environmental Consultant. Upon receipt, the Environmental Consultant will make available to the Contractor the results of the final waste characterization determinations. **No delay claim will be considered based upon the Contractor's failure to accommodate the laboratory turnaround time as identified above.**

B. Transportation and Stockpiling

In addition to following all pertinent Federal, State and local laws or regulatory agency policies, the Contractor shall adhere to the following precautions during transport of non-hazardous materials:

- Transported Controlled Materials are to be covered prior to leaving the point of generation and are to remain covered until the arrival at the WSA;
- All vehicles departing the site are properly logged to show the vehicle identification, driver's name, time of departure, destination, and approximate volume and content of materials carried;
- All vehicles shall have secure, watertight containers free of defects for material transportation;
- No material shall leave the site until there is adequate lay down area prepared in the WSA; and,
- Documentation must be maintained indicating that all applicable laws have been satisfied and that the materials have been successfully transported and received at the WSA.

Construction of the WSA shall be completed prior to the initiation of construction activities generating Controlled Materials. Plastic polyethylene sheeting shall underlay all excavated Controlled Materials. Measures shall be implemented to divert rainfall away from the WSA.

No Controlled Materials shall be excavated or transported to the WSA until registration under the "General Permit for Contaminated Soil and/or Sediment Management (Staging and Transfer)" has been obtained by Town.

Placement of sorbent boom along the perimeter of the WSA shall be conducted when soil is saturated with petroleum product.

Excavated materials shall be staged as shown on the Project Plans or as directed by the Environmental Consultant.

C. WSA Maintenance

The Contractor shall provide all necessary materials, equipment, tools and labor for anticipated activities within the WSA. Such activities include, but are not limited to, handling and management of stockpiles and drummed CPC/PPE; uncovering and recovering stockpiles; maintenance of WSA; replacement of damaged components (i.e. sand bags, plastic polyethylene sheeting, etc.); and waste inventory record management. The Contractor shall manage all materials in the WSA in such a way as to minimize tracking of potential contaminated materials across the site and off-site, and minimize dust generation.

Each stockpile shall be securely covered when not in active use with a cover of sufficient size to prevent generation of dust and infiltration of precipitation. The cover shall be to prevent wind erosion.

The staged stockpiles shall be inspected at least daily by the Contractor to ensure that the cover and containment have not been damaged and that there is no apparent leakage from the pile. If the cover has been damaged, or there is evidence of leakage from the piles, the Contractor shall immediately replace the cover or containment as needed to prevent the release of materials to the environment from the piles.

An inventory of stockpiled materials and drummed CPC/PPE shall be conducted on a daily basis. Inventory records shall indicate the approximate volume of material/drums stockpiled per day; the approximate volume of material/drums stockpiled to date; material/drums loaded and transported off-site for disposal; any materials loaded and transported for on-site reuse; and identification of stockpiles relative to their points of generation.

Following the removal of all stockpiled Controlled Materials, residuals shall be removed from surfaces of the WSA as directed by the Environmental Consultant. This operation shall be accomplished using dry methods such as shovels, brooms, mechanical sweepers or a combination thereof. Residuals shall be disposed of as Controlled Materials.

D. Dewatering

Dewatering activities shall conform to Items in pertinent articles of the Contract.

E. Decontamination

All equipment shall be provided to the work site free of contamination. The Environmental Consultant may prohibit from the site any equipment that in his opinion has not been thoroughly decontaminated prior to arrival. Any decontamination of the Contractor's equipment prior to arrival at the site shall be at the expense of the Contractor. The Contractor is prohibited from decontaminating equipment on the Project that has not been thoroughly decontaminated prior to arrival.

The Contractor shall furnish labor, materials, tools and equipment for decontamination of all equipment and supplies that are used to handle Controlled Materials. Decontamination shall be conducted at an area designated by the Environmental Consultant and may be required prior to equipment and supplies leaving the Project, between stages of the work, or between work in different AOEC's.

Dry decontamination procedures are recommended. Residuals from dry decontamination activities shall be collected and managed as Controlled Materials. If dry methods are unsatisfactory as determined by the Environmental Consultant, the Contractor shall modify decontamination procedures as required subject to the Environmental Consultant's approval.

F. Dust Control

The Contractor shall implement a fugitive dust suppression program in accordance with the Contract to prevent the off-site migration of particulate matter and/or dust resulting from

excavation, loading and operations associated with Controlled Materials. It shall be the Contractor's responsibility to supervise fugitive dust control measures and to monitor airborne particulate matter. The Contractor shall:

1. Employ reasonable fugitive dust suppression techniques.
2. Visually observe the amounts of particulate and/or fugitive dust generated during the handling of Controlled Materials. If the apparent amount of fugitive dust and/or particulate matter is not acceptable to the Environmental Consultant, the Environmental Consultant may direct the Contractor to implement corrective measures at his discretion, including, but not limited to, the following:
 - (a) apply water to pavement surfaces
 - (b) apply water to equipment and excavation faces; and
 - (c) apply water during excavation, loading and dumping.

G. Permit Compliance

The Contractor shall comply with the terms and conditions of the CTDEEP "General Permit for Contaminated Soil and/or Sediment Management (Staging and Transfer)," including the General Operating Conditions and the Specific Operating Conditions, except that the Environmental Consultant will conduct all soil/sediment characterization and perform all record keeping. In particular, the Contractor shall:

1. Operate, maintain and repair the WSA in conformance with the requirements of the General Permit.
2. Maintain a communications system capable of summoning fire, police, and/or other emergency service personnel.
3. Prevent unauthorized entry onto the stockpiles by the use of fences, gates, or other natural or artificial barriers.
4. Separate incidental excavation waste to the satisfaction of the receiving facility or to an extent that renders the contaminated soil and/or sediment suitable for its intended reuse.
5. Isolate and temporarily store incidental waste in a safe manner prior to off-site transport to a facility lawfully authorized to accept such waste.
6. Not store more than 100 cubic yards of incidental waste at any one time.
7. Sort, separate and isolate all hazardous waste from contaminated soil and/or sediment.
8. Prevent or minimize the transfer or infiltration of contaminants from the stockpiles to the ground as detailed in "B. Transportation and Stockpiling" above.
9. Securely cover each stockpile of soil as detailed in "C. WSA Maintenance" above.
10. Minimize wind erosion and dust transport as detailed in "F. Dust Control" above.
11. Use anti-tracking measures at the WSA to ensure the vehicles do not track soil from the WSA onto a public roadway at any time.
12. Instruct the transporters of contaminated soil and/or sediment of best management practices for the transportation of such soil (properly covered loads, removing loose material from dump body, etc.).

13. Control all traffic related to the operation of the facility in such a way as to mitigate the queuing of vehicles off-site and excessive or unsafe traffic impact in the area where the facility is located.
14. Ensure that except as allowed in section 22a-174-18(b)(3)(C) of the Regulations of Connecticut State Agencies, trucks are not left idling for more than three (3) consecutive minutes.

Method of Measurement:

The work of Controlled Material Handling will be measured for payment by the number of cubic yards of controlled material excavated within the AOECs and LLAOECs and taken to the WSA. This measurement shall be in accordance with and in addition to the quantity measured for payment of the applicable excavation item in Specification Sections 2.02, 2.03, 2.06, and 2.86, or the Contract Special Provisions, as applicable. Excess excavations made by the Contractor beyond the payment limits specified in the Contract will not be measured for payment and the Contractor assumes all costs associated with the appropriate handling, management and disposal of this material.

Equipment decontamination, the collection of residuals, and the collection and disposal of liquids generated during equipment decontamination activities will not be measured separately for payment.

Basis of Payment:

This work shall be paid for at the Contract unit price, which shall include all transportation from the excavation site to the final WSA, including any intermediate handling steps; stockpiling Controlled Materials at the WSA; covering, securing, and maintaining the individual stockpiles within the WSA throughout the duration of the Project; and all tools, equipment, material and labor incidental to this work.

This price shall also include equipment decontamination; the collection of residuals generated during decontamination and placement of such material in the WSA; and the collection and disposal of liquids generated during equipment decontamination activities.

All materials, labor and equipment associated with compliance with the General Permit for Contaminated Soil and/or Sediment Management (Staging and Transfer) will not be measured separately, but will be considered incidental to the item "Controlled Materials Handling."

Securing, construction and dismantling of the WSA shall be paid for under Item 101128A. Payment for dust control activities shall be made under the appropriate Contract items.

Pay Item

Pay Unit

Controlled Materials Handling

CY

ITEM NO. 101128A - SECURING, CONSTRUCTION AND DISMANTLING OF A WASTE STOCKPILE AND TREATMENT AREA

Description:

Work under this Item shall consist of the securing, construction and dismantling of the temporary Waste Stockpile Area at the location designated on the Project Plans and in accordance with the Contract. All controlled materials excavated during construction activities shall be stockpiled in the WSA. The WSA shown on the Plans is to be used exclusively for temporary stockpiling of excavated materials from within Project AOECs, LLAOECs, and other project areas for determination of disposal classification.

Materials:

The required materials are detailed on the Project Plans. All materials shall conform to the requirements of the Contract.

Construction blocks shall be solid precast rectangular concrete six feet in length, three in height, and two feet in depth.

Polyethylene plastic sheeting for underlayment shall be a thickness of 30 mil and minimum width of ten feet.

Sand bags used to secure polyethylene sheeting soil covers shall have a minimum weight of thirty pounds.

Chain link fence and swing gate as shown on project plans.

Anti-tracking pad as shown on project plans.

Bedding sand shall conform to Section 6.51.02 of the Specifications.

Processed Aggregate Base shall conform to Section M.05.01 of the Specifications.

Hay bales shall conform to the requirements of Section 2.18 of the Specifications.

Bituminous Concrete shall conform to Section M.04 of the Specifications.

Roll-off/Storage Containers shall be of watertight, steel-body construction, of the size specified and able to handle the storage and subsequent transportation of material to the disposal facility.

Precast Concrete Barrier Curb shall conform to Section 8.22 of the Specifications.

Construction Methods:

The WSA shall be constructed in accordance with the Contract at the location shown on the Project Plans.

Construction of the WSA shall be completed prior to the initiation of construction activities generating Controlled Materials. The Contractor is responsible for the maintenance and protection of all utilities potentially affected during WSA construction. The Contractor shall locate and mark all existing utilities potentially affected prior to initiating WSA construction.

The proposed location of the WSA shall be cleared of any debris and vegetation as directed by the Engineer. Any objectionable materials, which may result in damage to the polyethylene sheeting underlayment, shall be removed prior to stockpiling excavated controlled materials.

The Contractor shall comply with the terms and conditions of the DEP “General Permit for Contaminated Soil and/or Sediment Management (Staging and Transfer)”, including the General Operating Conditions and the Specific Operating Conditions, except that the Engineer will conduct all soil/sediment characterization and perform all record keeping. In particular, the Contractor shall:

1. Construct and repair the WSA in conformance with the requirements of the General Permit.
2. Prevent unauthorized entry onto the stockpiles by the use of fences, gates, or other natural or artificial barriers.
3. Install anti-tracking measures at the WSA to ensure the vehicles do not track soil from the WSA onto a public roadway at any time.
4. Post and maintain a sign that is visible from a distance of at least 25’ at the WSA identifying the name of the permittee (Town of Monroe), the field office phone number, the hours of operation for the WSA, and the phrase, “Temporary Soil Staging Area”. Lettering shall be at least one inch (1”) high with a minimum overall sign dimension of four (4) feet wide by two (2) feet high. Such sign is only required if the capacity of the WSA is equal to or greater than 1,000 cubic yards. If initially the WSA capacity is less than 1,000 c.y. and the WSA capacity is subsequently increased, the Contractor shall post and maintain the required sign at no additional cost to the State, prior to stockpiling the additional material.

Following the removal of all stockpiled material, the Contractor shall use dry decontamination procedures for all surfaces of the WSA as directed by the Engineer. Residual materials shall be disposed of as Controlled Materials. If the results from dry methods are unsatisfactory to the Engineer, the Contractor shall modify decontamination procedures as required.

The Contractor shall be responsible for the collection and treatment/recycling/disposal of any liquid wastes that may be generated by its decontamination activities in accordance with applicable regulations.

Upon completion of the Project and following removal of all residual Controlled Materials, the Contractor shall dismantle the WSA and return the area to original condition. During

dismantling, the Contractor shall remove all materials such as polyethylene sheeting and sand bags. Materials shall be disposed of by the Contractor as solid waste in accordance with the Contract and all Federal, State and local regulations.

Operation and maintenance of the WSA shall be included under Item 101117A “Controlled Material Handling”

Method of Measurement:

This work will be measured for payment at the Lump Sum cost for securing, construction, and dismantling of a WSA.

Basis of Payment:

This work will be paid for at the Contract Lump Sum, which shall include all materials, tools, labor, equipment, permits, and work needed to secure, construct, decontaminate and dismantle the WSA, including all clearing, grubbing, grading, clean up, site restoration and seeding.

All materials, labor and equipment associated with compliance with the General Permit for Contaminated Soil and/or Sediment Management (Staging and Transfer) will not be measured separately, but will be considered incidental to the item “Securing, Construction and Dismantling of a Waste Stockpile and Treatment Area”.

Pay Item	Pay Unit
Securing, Construction and Dismantling Of a Waste Stockpile and Treatment Area	L.S.

ITEM NO. 0202315A - DISPOSAL OF CONTROLLED MATERIALS

Description:

Work under this item shall consist of the loading, transportation and final off-site disposal/recycling/treatment of controlled materials (excluding dewatering fluids) that have been generated from various excavations within the AOEC/LLAOEC, brought to the WSA and determined to be contaminated with regulated substances at non-hazardous levels. This contamination is documented in the reports listed in the “Notice to Contractor – Environmental Investigations.” The results contained in the environmental investigation reports listed in the “Notice to Contractor – Environmental Investigations” show levels of various contaminants that the Contractor may encounter during construction. Actual levels found during construction may vary and such variations will not be considered a change in condition provided the material can still be disposed as non-hazardous at one or more of the disposal facilities listed herein. The controlled materials, after proper characterization by the Environmental Consultant, shall be taken from the WSA, loaded, transported to and treated/recycled/disposed of at a permitted treatment/recycle/disposal facility listed herein.

The Contractor must use one or more of the following Department-approved treatment/recycle/disposal facilities for the disposal of non-hazardous materials:

Advanced Disposal Services Greentree Landfill 635 Toby Road Kersey, PA 15846 (814) 265-1744; Tony LaBenne	Allied Waste Niagara Falls Landfill, LLC 5600 Niagara Falls Boulevard Niagara, NY 14304 (716) 285-3344; David Hanson
Clean Earth of Carteret 24 Middlesex Avenue Carteret, NJ 07008 (732) 541-8909; Cheryl Coffee	Clean Earth of Connecticut (Formerly Phoenix Soil, LLC) 58 North Washington Street Plainville, CT 06062 (860) 747-8888; Dave Green
Clean Earth of Southeast Pennsylvania, Inc. 7 Steel Road Morrisville, PA 19067 (215) 428-1700; Joe Siravo	Clean Earth of Philadelphia, Inc. 3201 S. 61 Street Philadelphia, PA 19153 (215) 724-5520; Mike Kelly
Clinton Landfill 242 Church Street Clinton, MA 01510 (978) 365-4110; Chris McGown	Colonie Landfill Waste Connections, Inc. 1319 Loudon Road Cohoes, NY 12047 (518) 786-7331; Eric Morales

Dudley Reclamation Project 123 Oxford Avenue Dudley, MA (978) 663-2623; Jarrett Everton	ESMI of New York, LLC 304 Towpath Road Fort Edward, NY 12828 (518) 747-5500; Peter Hansen
ESMI of New Hampshire, LLC 67 International Drive Louden, NH 03307 (603) 783-0228; Stephen Raper	Hazelton Creek Properties, LLC* 280 South Church Street Hazelton, PA 18201 (570) 207-2000; Allen Swantek
Manchester Landfill 311 Olcott Street Manchester, CT 06040 (860) 647-3248; Brooks Parker	Ontario County Landfill 3555 Post Farm Road Stanley, NY 14561 (603) 235-3597; Scott Sampson
Red Technologies Soil 232 Airline Avenue Portland, CT 06980 (860) 342-1022; Christopher Wingdale	Republic Services Conestoga Landfill 420 Quarry Road Morgantown, PA 19543 (717) 246-4640; James Kuhn
Soil Safe, Inc. 378 Route 130 Logan Township Bridgeport, NJ 08085 (410) 872-3990 XT. 1123; Mike Kozak	The Southbridge Recycling and Disposal Park 165 Barefoot Road Southbridge, MA 01550 (508) 765-9723; Tracey Markham
Ted Ondrick Company, LLC 58 Industrial Road Chicopee, MA 01020 (413) 592-2565; Alan Desrosiers	Tunnel Hill Reclamation 2500 Township Road 205 Route 2 New Lexington, OH 43764 (914) 713-0203; William Gay
Waste Management of NH; TLR III Refuse Disposal Facility 90 Rochester Neck Road P.O. Box 7065 Rochester, NY 03839 (603) 330-2170; Ellen Bellio	Waste Management RCI Fitchburg Landfill Fitchburg Princeton Road Westminster, MA 01473 (974) 355-6821; Frank Sepiol

* Note: each bin will require an additional 10 days (or more) for PADEP to review analytical data and approve material for disposal prior to facility acceptance of material. This is in addition to all other restrictions and waiting periods defined below.

The above list contains treatment/recycle/disposal facilities which can accept the waste stream generated by the Project in quantities that may be limited by their permits and their operations restrictions. It is the responsibility of the contractor to verify that a facility will be available and capable of handling the volume as well as the chemical and physical characteristics of material generated by the Project.

Construction Methods:

A. Material Disposal

The Environmental Consultant will sample materials stored at the WSAs at a frequency established by the selected treatment/recycling/disposal facilities. The Contractor shall designate to the Environmental Consultant which facility it intends to use, as well as the facility acceptance criteria and sampling frequency, prior to samples being taken. The Contractor is hereby notified that laboratory turnaround time is expected to be fifteen (15) working days. Turnaround time is the period of time beginning when the Contractor notifies the Environmental Consultant which facility it intends to use and that the bin within the WSA is full and ready for sampling and ending with the Contractor's receipt of the laboratory analytical results. Any change of intended treatment/recycling/disposal facility may prompt the need to resample and will therefore restart the time required for laboratory turnaround. The laboratory will furnish such results to the Environmental Consultant. Upon receipt, the Environmental Consultant will make available to the Contractor the results of the final waste characterization determinations. **No delay claim will be considered based upon the Contractor's failure to accommodate the laboratory turnaround time as identified above.**

The Contractor shall obtain and complete all paperwork necessary to arrange for material disposal (such as disposal facility waste profile sheets). It is solely the Contractor's responsibility to coordinate the disposal of controlled materials with its selected treatment/recycling/disposal facility(s). Upon receipt of the final approval from the facility, the Contractor shall arrange for the loading, transport and treatment/recycling/disposal of the materials in accordance with all Federal and State regulations. **No claim will be considered based on the failure of the Contractor's selected disposal facility(s) to meet the Contractor's production rate or for the Contractor's failure to select sufficient facilities to meet its production rate.**

Any material processing (including but not limited to the removal of woody debris, scrap metal, pressure-treated and untreated wood timber, large stone, concrete, polyethylene sheeting or similar material) required by the Contractor's selected facility will be completed by the Contractor prior to the material leaving the site. It is solely the Contractor's responsibility to meet any such requirements of its facility. Any materials removed shall be disposed of or recycled in a manner acceptable to the Environmental Consultant at no additional cost. If creosote treated timbers are removed, they will be disposed of under the item "Disposal of Contaminated Timber Piles", "Disposal of Contaminated Railroad Ties" or in accordance with Article 1.04.05 in the absence of such items.

All manifests or bills of lading utilized to accompany the transportation of the material shall be prepared by the Contractor and signed by an authorized Department representative, as Generator, for each truck load of material that leaves the site. The Contractor shall forward the appropriate original copies of all manifests or bills of lading to the Environmental Consultant the same day the material leaves the Project.

A load-specific certificate of treatment/recycling/disposal, signed by the authorized agent representing the disposal facility, shall be obtained by the Contractor and promptly delivered to the Environmental Consultant for each load.

B. Material Transportation

In addition to all pertinent Federal, State and local laws or regulatory agency polices, the Contractor shall adhere to the following precautions during the transport of controlled materials off-site:

- Transported controlled materials are to be covered sufficiently to preclude the loss of material during transport prior to leaving the site and are to remain covered until the arrival at the selected treatment/recycling/disposal facility.
- All vehicles departing the site are to be properly logged to show the vehicle identification, driver's name, time of departure, destination, and approximate volume, and contents of materials carried.
- No materials shall leave the site unless a treatment/recycling/disposal facility willing to accept all of the material being transported has agreed to accept the type and quantity of waste.

C. Equipment Decontamination

All equipment shall be provided to the work site free of gross contamination. The Environmental Consultant may prohibit from the site any equipment that in his opinion has not been thoroughly decontaminated prior to arrival. Any decontamination of the Contractor's equipment prior to arrival at the site shall be at the expense of the Contractor. The Contractor is prohibited from decontaminating equipment on the Project that has not been thoroughly decontaminated prior to arrival.

The Contractor shall furnish labor, materials, tools and equipment for decontamination of all equipment and supplies that are used to handle Controlled Materials. Decontamination shall be conducted at an area designated by the Environmental Consultant and shall be required prior to equipment and supplies leaving the Project, between stages of the work, and between work in different AOECs.

The Contractor shall use dry decontamination procedures. Residuals from dry decontamination activities shall be collected and managed as Controlled Materials. If the results from dry methods are unsatisfactory to the Environmental Consultant, the Contractor shall modify decontamination procedures as required.

The Contractor shall be responsible for the collection and treatment/recycling/disposal of any liquid wastes that may be generated by its decontamination activities in accordance with applicable regulations.

Method of Measurement:

The work of “DISPOSAL OF CONTROLLED MATERIALS” will be measured for payment as the actual net weight in tons of material delivered to the treatment/recycling/disposal facility. Such determinations shall be made by measuring each hauling vehicle on the certified permanent scales at the treatment/recycling/disposal facility. Total weight will be the summation of weight bills issued by the facility specific to this Project. Excess excavations made by the Contractor beyond the payment limits specified in Specification Sections 2.02, 2.03, 2.06, and 2.86, or the Contract Special Provisions (as appropriate) will not be measured for payment and the Contractor assumes responsibility for all costs associated with the appropriate handling, management and disposal of this material.

The disposal of excavated materials, originally anticipated to be controlled materials, but determined by characterization sampling not to contain concentrations of regulated chemicals (non-polluted or “clean” materials) will not be measured for payment under this item but will be considered as surplus excavated materials and will be paid in accordance with Article 1.04.05.

Any materials stored in the WSAs, and which are reused within Project limits, will not be measured for payment under this item. This material will be paid for under Item 0202318A – Management of Reusable Controlled Material or in accordance with Article 1.04.05 in the item’s absence.

Equipment decontamination, the collection of residuals, and the collection and disposal of liquids generated during equipment decontamination activities will not be measured separately for payment.

Any material processing required by the Contractor-selected disposal facility, including the proper disposal of all removed materials other than creosote treated wood, will not be measured for payment.

Basis of Payment:

This work will be paid for at the Contract unit price, which shall include the loading and transportation of controlled materials from the WSAs to the treatment/recycling/disposal facility; the fees paid to the facility for treatment/recycling/disposal; the preparation of all related paperwork; and all equipment, materials, tools, and labor incidental to this work.

This price shall also include equipment decontamination; the collection of residuals generated during decontamination and placement of such material in the WSA; and the collection and disposal of liquids generated during equipment decontamination activities.

This unit price will be applicable to all of the listed disposal facilities and will not change for the duration of the Project. Nothing herein shall prevent changes as outlined in Article 1.04.02.

Pay Item

Pay Unit

Disposal of Controlled Materials

Ton

ITEM #0506026A - RETAINING WALL

Description: This item will consist of designing, furnishing, and constructing a retaining wall in the location, grades, and to the dimensions and details shown on the contract drawings, and in accordance with these specifications.

Retaining Wall Selection: The retaining wall type shall be **Accent Unit (weathered) by Versa-Lok** or approved equal. The Engineer will reject any proposed retaining wall type that does not meet the plans and specifications.

On-Site Representative: A qualified and experienced representative from the retaining wall supplier shall be at the Site at the initiation of wall construction to assist the Contractor and the Engineer at no additional cost to the Town. The wall supplier's on-Site representative shall have, in the past three years, successfully installed at least three retaining walls of the height, length and complexity similar to the retaining wall(s) shown on the plans and meeting the tolerances specified herein. After the initial wall construction, the representative shall also be available on an as needed basis, as requested by the Engineer.

Pre-Installation Meeting: A Pre-Installation meeting shall be scheduled prior to commencement of construction activity. Attendees shall include the Engineer, the Contractor (including wall construction crew chiefs), the wall Subcontractor, wall manufacturer and wall designer, or their respective representatives. No wall construction activity shall be performed until the Contractor's final submittal has been approved by the Engineer and the Pre-Installation meeting has been held.

Design:

1 - Design Computations: The Contractor is fully responsible for the design, detailing and additional specifications required for the proprietary wall chosen. The actual designer of the retaining wall shall be a qualified Professional Engineer licensed in the State of Connecticut. The designer must have designed at least three proprietary walls within the last three years.

2 - Designer's Liability Insurance: The Designer of the proprietary retaining wall shall secure and maintain at no direct cost to the Town, a Professional Liability Insurance Policy for errors and omissions in the minimum amount of One Million Dollars (\$1,000,000). The Designer may, at his election, obtain a policy containing a maximum Two Hundred Fifty Thousand Dollars (\$250,000) deductible clause, but if he should obtain a policy containing such a clause, the Designer shall be liable to the extent of the deductible amount. The Designer shall obtain the appropriate and proper endorsement to its Professional Liability Policy to cover the indemnification clause in this contract as the same relates to negligent acts, errors or omissions in the work performed by the Designer. The Designer shall continue this liability insurance coverage for a period of three years from the date of the acceptance of the work by the agency head as evidenced by a certificate of acceptance issued to the contractor or for three years after the termination of the contract, whichever is earlier, subject to the continued commercial availability of such insurance.

The Designer shall supply the certificate of this insurance to the Engineer prior to the start of construction of the wall. The designer's insurance company shall be licensed in the State of Connecticut.

3 - Preliminary Submissions for Proprietary Retaining Walls: Prior to the start of fabrication or construction, the Contractor shall submit to the Engineer a design package, which shall include, but not be limited to the following:

a. Detailed Plans:

- Plan sheets shall be approximately 24" x 36".
- Stamped by a licensed Professional Engineer (Connecticut).
- Full plan view of the wall drawn to scale. The plan view must reflect the horizontal alignment and offset from the horizontal control line to the face of the wall. Beginning and ending stations, all utilities, signs, lights, etc. that affect the construction along with all property lines and easement lines adjacent to the wall shall be shown.
- Full elevation view of the wall drawn to scale. Elevation views should indicate the elevation at the top and bottom of walls, horizontal and vertical break points, and the location of finished grade.
- Typical cross sections drawn to scale including all appurtenances. Detailed cross section should be provided at significant reinforcement transitions such as wall ends.
- Details of all wall components and their connections such as the length, size and type of reinforcement and where any changes occur; modular component and facing details including reinforcing steel and reinforcement connections; joint material including geotextile filter location and horizontal joint compression material, etc.
- Drainage details for embankment backfill including attachment to outlets shown on contract drawings.
- Details of any roadway drainage pipe projecting through the wall, or any attachments to the wall. Details of the treatment of drainage swales or ditches shown on the contract drawings.
- Design parameters used along with AASHTO references.

- Material designations for all materials to be used.
- Detailed construction methods including a quality control plan. Construction quality control plans should include monitoring and testing frequencies (e.g, for setting batter and maintaining horizontal and vertical control). Construction restraints should also be listed in the details. Specific requirements for construction around obstructions should be included.
- Details of parapet attachments (as required).
- Details of Architectural Treatment where required.
- Details of Temporary Earth Retaining Systems where required.
- Details/coordination of attachment of proposed railings.
- Treatment at underground utilities where required.

b. Design Computations:

- Stamped by a licensed Professional Engineer (Connecticut).
- Computations shall clearly refer to the applicable AASHTO provisions as stated in the Notes on the Contract Drawings.
- Documentation of computer programs including all design parameters.
- The design shall conform to the criteria listed below.

c. Construction Specifications:

- Construction methods specific to the proprietary retaining wall chosen. These specifications should include construction limitations including vertical clearance, right-of-way limits, etc. Submittal requirements for materials such as certification, quality, and acceptance/rejection criteria should be included. Details on connection of modular units and connection of reinforcements such that assurance of uniform stress transfer should be included.
- Any requirements not stated herein.

4 - Final Submissions for Proprietary Retaining Walls:

Once a proprietary retaining wall design has been reviewed and accepted by the Engineer, the Contractor shall submit the final plans. The final submission shall include one set of full size (approximately 24" x 36") and PDF copies of all plans and computations.

The final submission shall be made within 14 days of acceptance by the Engineer. No work shall be performed on the retaining wall until the final submission has been received.

Acceptance of the final design shall not relieve the Contractor of his responsibility under the contract for the successful completion of the work.

The actual designer of the proprietary retaining wall is responsible for the review of any shop drawings prepared for the fabrication of the wall.

5 – General Design Requirements

a. All designs for proprietary walls and temporary earth retaining systems (if required) shall conform to the latest edition of the American Association of State Highway and Transportation Officials (AASHTO) Standard Specifications for Highway Bridges including the latest Interims published except as noted otherwise herein.

b. The wall design shall follow the dimensions of the wall envelope shown in the contract drawings.

c. The wall shall be designed to be within all property lines and easement lines shown on the contract drawings. If additional work areas are necessary for the construction of the proprietary retaining wall, the Contractor shall be responsible for obtaining the rights from the affected property owners. Copies of these rights shall be forwarded to the Department.

d. The top of the wall shall be at the top of the wall elevations shown on the contract drawings. Where coping or barrier is utilized, the wall face panel shall extend up into the coping or barrier a minimum of two inches. The top of the face panels may be level or sloped to meet the top of the wall line noted.

e. Cast-in-place concrete will not be an acceptable replacement for areas noted by the wall envelope, except for minor grouting of pipe penetrations and leveling required for coping.

f. The wall shall be designed for a minimum live load surcharge equal to two feet of soil at a unit weight of 125 pounds per cubic foot. If there are specific live load surcharges acting on the wall, they shall also be accounted for. The minimum equivalent fluid pressure used to design the wall shall be 33 pounds per cubic foot per linear foot of wall.

g. If stated on the contract drawings or geotechnical report, the wall shall be designed for seismic forces according to the AASHTO Specifications.

h. The wall shall be designed to accommodate all roadway drainage and drainage structures as shown on the contract drawings.

i. The maximum allowable bearing pressure of the soil shall be as shown on the geotechnical report. The bearing pressure stated assumes a uniform pressure distribution. If additional soils information is required by the Contractor's designer, a request shall be made to the Town/Engineer.

6 - Design Requirements for Prefabricated Modular Walls: The general design of the wall shall be according to the AASHTO Specifications. The design shall consider the stability at each level of modules. The global stability of the structure, including slope stability, bearing capacity safety, and total and differential settlement is the responsibility of the Department.

a. Hydrostatic Forces: Unless specified otherwise, when a design high water surface is shown on the contract drawings at the face of the wall, the design stresses calculated from that elevation to the bottom of wall must include a three foot minimum differential head of saturated backfill. In addition, the buoyant weight of saturated soil shall be used in the calculation of pullout resistance.

b. Backfill: The friction angle of the pervious structure backfill shall be assumed to be 34 degrees if sufficient amounts of pervious backfill are used. The friction angle of the in-situ soils shall be assumed to be a maximum of 30 degrees unless otherwise shown on the Contract drawings.

c. Infill: The maximum assumed unit weight of infill material used for determining the factor of safety for overturning shall be 100 pounds per cubic foot.

d. Safety Factors: The minimum factors of safety shall be as specified in the AASHTO Specifications amended as follows. The factor of safety for T-Wall shall be 1.5 for pullout of the concrete stem. Shear keys are not to be included in these computations. Only resisting forces developed beyond the theoretical failure plane may be used in these computations.

Materials:

1. Segmental Retaining Wall Units

A. SRW units shall be machine-formed, Portland cement concrete blocks specifically designed for retaining wall applications.

C. Finish of SRW units shall be split-face.

D. SRW unit faces shall be of straight geometry.

G. SRW units shall be interlocked with connection pins, designed with setback options of 1-inch setback or ¼-inch setback (near vertical) for each 8-inch high course of units to provide cant of approximately 7 degrees and 2 degrees, respectively.

H. SRW units shall be sound and free of cracks or other defects that would interfere with the proper placing of the unit or significantly impair the strength or permanence of the structure. Any cracks or chips observed during construction shall fall within the guidelines outlined in ASTM C 1372.

I. SRW units shall be capable of being erected with the horizontal gap between adjacent units not exceeding 1/8 inch.

J. SRW units shall be capable of providing overlap of units on each successive course so that walls meeting at corner are interlocked and continuous. SRW units that require corners to be mitered shall not be allowed.

K. SRW units shall be capable of providing a split-face, textured surface for all vertical surfaces that will be exposed after completion of wall, including any exposed sides and backs of units.

L. SRW units shall be sound and free of cracks or other defects that would interfere with the proper placing of the unit or significantly impair the strength or permanence of the structure. Any cracks or chips observed during construction shall fall within the guidelines outlined in ASTM C 1372.

M. Concrete SRW units shall conform to the requirements of ASTM C 1372 and have a minimum net average 28 days compressive strength of 3000 psi. Compressive strength test specimens shall conform to the saw-cut coupon provisions of ASTM C 140.

O. SRW units' molded dimensions shall not differ more than $\pm 1/8$ inch from that specified, as measured in accordance with ASTM C 140. This tolerance does not apply to architectural surfaces, such as split-faces.

2. Segmental Retaining Wall Unit Connection Pins

A. SRW units shall be interlocked with connection pins. The pins shall consist of glass-reinforced nylon made for the expressed use with the SRW units supplied.

3. Geosynthetic Reinforcement

A. Geosynthetic reinforcement shall consist of high-tenacity PET geogrids, HDPE geogrids, or geotextiles manufactured for soil reinforcement applications. The type, strength and placement of the geosynthetic reinforcement shall be determined by procedures outlined in this specification

and the “NCMA Design Manual for Segmental Retaining Walls,” (3rd Edition, 2009), and materials shall be specified by Wall Design Engineer in their final wall plans and specifications. The manufacturers/suppliers of the geosynthetic reinforcement shall have demonstrated construction of similar size and types of segmental retaining walls on previous projects.

The geosynthetic type must be approved one week prior to bid opening. Geosynthetic types currently approved for this project are:

B. The type, strength and placement of the reinforcing geosynthetic shall be as determined by the Wall Design Engineer, as shown on the final, P.E.-sealed retaining wall plans.

4 Leveling Pad

A. Material for leveling pad shall consist of compacted sand, gravel, or combination thereof (USCS soil types GP, GW, SP and SW) and shall be a minimum of 6 inches in depth. Lean concrete with a strength of 200-300 psi and 3 inches thick maximum may also be used as a leveling pad material. The leveling pad should extend laterally at least a distance of 6 inches from the toe and heel of the lowermost SRW unit.

5 Drainage Aggregate

A. Drainage aggregate shall be angular, clean stone or granular fill meeting the following gradation as determined in accordance with ASTM D 422:

<u>Sieve Size</u>	<u>Percent Passing</u>
1 inch	100
3/4 inch	75-100
No. 4	0-60
No. 40	0-50
No. 200	0-5

6 Drainage Pipe

A. The drainage collection pipe shall be a perforated or slotted PVC, or corrugated HDPE pipe. The drainage pipe may be wrapped with a geotextile to function as a filter.

B. Drainage pipe shall be manufactured in accordance with ASTM F 405 or ASTM F 758.

7 Reinforced Backfill Soil

A. The reinforced soil material shall be free of debris. Unless otherwise noted on the final, P.E.-sealed, retaining wall plans prepared by the Wall Design Engineer, the reinforced material

shall consist of the inorganic USCS soil types GP, GW, SW, SP and SM, meeting the following gradation, as determined in accordance with ASTM D 422:

<u>Sieve Size</u>	<u>Percent Passing</u>
1 inch	100
No. 4	20-100
No. 40	0-60
No. 200	0-35

B. The maximum particle size of poorly-graded gravels (GP) (no fines) should not exceed 3/4 inch unless expressly approved by the Wall Design Engineer and the long-term design strength (LTDS) of the geosynthetic is reduced to account for additional installation damage from particles larger than this maximum.

C. The plasticity of the fine fraction shall be less than 20.

D. The pH of the backfill material shall be between 3 and 9 when tested in accordance with ASTM G 51.

Construction Methods:

1 - Prefabricated Modular Walls: All construction methods for items not listed below shall be in accordance with the detailed requirements prescribed for the construction of the appropriate items as specified in the Standard Specifications for Roads, Bridges, and Incidental Construction.

a. Special Surface Treatment: If a special surface finish is proposed for the wall, before proceeding with production, a model modular unit shall be provided by the fabricator for the Engineer's approval to establish a guide and standard for the type of finish to be furnished on the exposed face. This model shall be kept at the fabricator's plant to be used for comparison purposes during production. Formed surfaces other than the exposed face shall not require a special finish.

b. Inspection and Rejection: The quality of materials, the process of manufacture, and the finished units shall be subject to inspection by the Engineer prior to shipment.

Modular units which have imperfect molding, honeycomb, open texture concrete, or broken corners shall be repaired to the satisfaction of the Engineer or shall be rejected. Insufficient compressive strength shall also be cause for rejection.

Modular units with special surface treatments shall be rejected if there are variations in the exposed face that deviate from the approved model as to color or texture in accordance with precast concrete industry standards.

c. Marking: The date of manufacture shall be clearly scribed on an inside surface of each modular unit.

d. On Site Representative: A qualified and experienced representative from the wall supplier shall be at the site at the initiation of the wall construction to assist the Contractor and the Engineer. If there is no more than one wall on a project then this criteria will apply to construction of the initial wall only. The representative shall also be available on as needed basis, as requested by the Engineer.

e. Installation: The modular units shall be installed in accordance with manufacturer's recommendations. Special care shall be taken in setting the bottom course of units to true line and grade.

The vertical joint opening on the front face of the wall shall not exceed 3/4 inch. Vertical tolerances and horizontal alignment tolerances measured from the face line shown on the contract drawings shall not exceed 3/4 inch when measured along an eight straightedge. The overall tolerance of the wall from top to bottom shall not exceed 1/2 inch per eight feet of wall height or one inch total, whichever is the lesser, measured from the face line shown on the contract drawings. A strip of geotextile shall be installed at all vertical joints.

Assembly of the various components shall be performed in such a manner that no undue strain or stress is placed on any of the members that constitute the completed structure.

f. Backfilling:

Backfill shall be compacted to 95 percent of the maximum density as determined by AASHTO T-99, Method C or D (with oversize correction, as outlined in Note 7).

The moisture content of the backfill material prior to and during compaction shall be uniform throughout each layer. Backfill material shall have a placement moisture content less than or equal to the optimum moisture content. Backfill material with a placement moisture content in excess of the optimum moisture content shall be removed and reworked until the moisture content is uniform and acceptable throughout the entire lift. The optimum moisture content shall be determined in accordance with AASHTO T-99, Method C or D (with oversize correction, as outlined in Note 7).

If 30 percent or more of the backfill material is greater than 3/4 inch in size, AASHTO T-99 is not applicable. For such a material, the acceptance criterion for control of compaction shall be either a minimum of 70 percent of the relative density of the material as determined by a method specification provided by the wall supplier, based on a test compaction section, which defines the type of equipment, lift thickness, number of passes of the specified equipment, and placement moisture content.

The maximum lift thickness after compaction shall not exceed ten inches. The Contractor shall decrease this lift thickness, if necessary, to obtain the specified density.

Compaction within three feet of the face of the modules shall be achieved by at least three passes of a lightweight mechanical tamper, roller or vibratory system. The specified lift thickness shall be adjusted as warranted by the type of compaction equipment actually used. Care shall be exercised in the compaction process to avoid misalignment or damage to the module. Heavy compaction equipment shall not be used to compact backfill within three feet of the wall face.

At the end of each day's operation, the Contractor shall slope the last level of backfill away from the wall facing to direct runoff of rainwater away from the wall face. The Contractor shall control and divert runoff at the ends of the wall such that erosion or washout of the wall section does not occur. In addition, the Contractor shall not allow surface runoff from adjacent areas to enter the wall construction site.

Method of Measurement: This work will be paid for on a square foot basis.

Basis of Payment: This work will be paid for at the contract price for "RETAINING WALL", complete in place, which price shall include all work shown within the pay limits shown on the contract drawings for the retaining wall including but not limited to the following:

1. Design and construction of the proprietary retaining wall.
2. Excavation required for the construction of the retaining wall.
3. Design and construction of temporary earth retaining systems to retain the existing facilities during construction.
4. The furnishing, placing and compacting of pervious structure backfill within the payment lines.
5. The furnishing and placing of backfill drainage systems for the wall.
6. The furnishing and placing of rigid metal conduit, junction boxes, light standard anchorages, and other electrical appurtenances located within the wall proper.
7. Services of the On-Site Representative.
8. Any other work and materials shown on the plans for the retaining wall.

The price shall also include all materials, equipment, tools and labor incidental thereto.

If bedrock or boulders in excess of one cubic yard are encountered in the excavation, it shall be paid for under the item "Rock Excavation".

ITEM #0728032A – NO. 6 CRUSHED STONE

Description:

The work under this item shall include placement of No. 6 crushed stone, in the areas as detailed on the plans or as directed by the engineer.

Materials:

The stone must meet the requirements of Section M.02.01 and No. 6 size requirements of section M.01.01.

Construction Methods:

The area on which the No. 6 Crushed Stone is to be placed shall be prepared and shaped prior to placing the crushed stone. The stone shall be spread by any suitable means which will not damage the stone and shall be placed to the elevation shown on the plans.

Method of Measurement:

This work will be measured for payment by the actual number of cubic yards of "No. 6 Crushed Stone" placed.

Basis of Payment:

This work shall be paid for at the contract unit price per square yard for "No. 6 Crushed Stone," which price shall include all equipment, tools, and labor incidental thereto.

Pay Item

Pay Unit

No. 6 Crushed Stone

CY

ITEM # 0901003A – STEEL BOLLARD

Description: Work specified under this article shall consist of furnishing and placing retractable recessed bollard as shown on the details at the locations specified in the contract plans.

Materials:

- A. Bollards supplied should be free from surface blemishes and defects where exposed to view in the finished installation
- B. Bollard shall be Model R-8472 double locking retractable bollard by Reliance Foundry or approved equal.
- C. Concrete Footing: Concrete shall be Class “A” and shall conform to the requirements of Article M.03.01.

Construction Methods: Install per manufacturers installation drawings and requirements. Bollard should be flush with grade when fully depressed in retracted position and be 36” high in upright position.

Method of Measurement: This work will be measured for payment by the number of steel bollards, of the type specified, installed, and accepted.

Basis of Payment: This work will be paid for at the Contract unit price each for “Steel Bollard”, of the type specified, complete in place, which price shall include the retractable steel bollard, base plate, concrete pier footing, safety label, hardware, and all materials, equipment, tools and labor incidental thereto.

Pay Item	Pay Unit
Steel Bollard	EA

ITEM #0906202A – WOOD FENCE

Description:

Work under this item shall consist of furnishing and installing pressure treated wood posts, beam rails, wire mesh and hardware at the locations shown on the plans and in accordance with the dimensions and details shown on the plans, or as ordered by the Engineer.

Materials:

All lumber shall conform to Voluntary Product Standard PS-70 and be certified according to applicable standard grading and dressing rules and shall bear the official grade and/or trademark of the association under whose rules it is produced. See details for wood sizes.

Wood: All wood shall be #2 Southern Yellow Pine (Southern Pine Inspection Bureau Grading), or equal. All wood to be new, solid, sound and surface dry with a maximum moisture content of 19%. All wood shall be clearly marked with the official grading information.

Fasteners: Lag bolts shall be galvanized steel and shall conform to the requirements of ANSI-B18.5 for round head, square neck bolts and to ASTM-A307. Washers shall be plain steel and shall conform to the requirements of ANSI- B18.22.1. Nuts shall be steel hex nuts conforming to the requirements of ANSI- B18.22.1.

Wire Mesh: 2" x 4" black vinyl coated metal mesh (9 gauge).

Treatment: All wood shall be pressure to AWP Standard U1, use category UC4A, or equal.

Construction Methods:

The pressure treated posts shall be set in holes dug 48" deep in 12" sonotubes filled with concrete.

Should rock or boulders be encountered in making the excavation, this material shall be removed so as to make a hole of sufficient size to set the posts to the normal depth as called for on the plan.

The posts shall be spaced as shown on the plans, set plumb and normally with the front face at a uniform distance from the edge of the trail.

The holes shall be backfilled with an approved material which shall be thoroughly compacted, to provide timber beam rail stability. Movement in completed Wood Fence will not be accepted for payment.

The timber rail shall be mounted on the post as shown on the plans utilizing galvanized bolts to anchor the rail to the posts. The rail members shall be accurately cut so as to provide even bearing over entire surface of joints. No shimming of any kind will be allowed in making joints nor will open joints be accepted. All exposed edges of member shall be chamfered.

Where fence is placed on top of the retaining wall, footings and attachments as shown on the plans shall be provided as shown on the plans.

Method of Measurement:

This work shall be measured for payment by the number of linear feet of Wood Fence measured along the center of the top of the rail from center to center of posts.

Basis of Payment:

Payment for these items will be at the contract unit price bid per linear foot for "Wood Fence", complete in place, which price shall include all pressure treatment, materials, footings, equipment, tools, and labor incidental to the installation of the completed and accepted rail, including posts, hand dug holes, excavation, footings, attachments and backfill.

Pay Item

Pay Unit

Wood Fence

LF

ITEM #0921022A – STONEDUST PATHWAY

Description:

The work under this item shall consist of the construction of a stonedust pathway surface of stone screenings in the locations and to the dimensions shown on the plans. Depth of the placed stonedust material shall be 4 inches or as ordered by Engineer.

Materials:

Screenings shall be from bluestone or granitic parent material and conform to the following gradation:

3/8" Minus Crushed Stone (Stone Dust)

Sieve Designation	Percent Passing
3/8"	99%
No. 4	65-85%
No. 8	40-70%
No. 30	25-50%
No. 50	20-25%
No. 100	10-20%
No. 200	10-15%

Construction Methods:

Installation shall be performed in accordance with the provisions of Section 2.02 of the Standard Specifications.

Screenings shall be placed in two layers to the compacted dimensions shown on the Contract Drawings.

After the screenings are spread, they shall be thoroughly compacted. Water may be used during compaction. The direction and intensity of the stream shall be such that it will not disturb the surface and shall be approved by the Engineer.

Any surface irregularities which develop during, or after the work, shall be corrected by loosening material already in place and removing or adding material as required, after which the entire area, including the surrounding surface, shall be re-compacted and rebound until it is brought to a firm and uniform surface satisfactory to the Engineer.

Method of Measurement:

This work will be measured by the actual number of square feet of "Stonedust Pathway" completed and accepted.

Basis of Payment:

This work will be paid for at the contract unit price per square feet for "Stonedust Pathway," complete in place, which price shall include all equipment, tools, labor, and materials incidental thereto for the completion of the work.

Pay Items

Pay Unit

Stonedust Pathway

SF

ITEM #0944106A – STOCKPILING AND PLACING TOPSOIL

Description:

This work consists of the removal and stockpiling of existing soils. Final seeding to be paid for under separate items.

Materials:

Excavated soils shall be the top 6-8” of existing native soil or the depth found at the site of organic topsoil material.

Construction Methods:

The contractor shall submit a description and methodology to be utilized to complete the work. Before commencing work, the limits of excavation, access routes and stockpile area(s) shall be approved by the Engineer.

After staking out the trail location and the clearing and grubbing operations, the Contractor shall remove the top section of organic/native soil, keeping it separate from other materials or stockpiles. The contractor shall remove the soil in lifts, taking care not to compact the soil to be stockpiled.

Stockpiled soil shall be seeded with Annual Ryegrass (*Lolium multiflorum*) with a minimum germination rate of 85% and protected by erosion control devices as required.

The existing soil shall be scarified to a depth of 2” prior to the placement of each lift of stockpiled soil. All rocks, wood, and any other debris larger than 2 inches in diameter shall be removed from the topsoil prior to spreading the topsoil to a 4” depth in order to install seeding and erosion control matting at areas shown on the plans. All waste debris generated from the topsoil screening shall be discarded off-site in accordance with all local, state and federal regulations.

Method of Measurement:

This work will be measured for payment by the number of square yards excavated, stockpiled, protected and re-installed.

Basis of Payment:

This work will be paid for at the contract unit price per cubic yard for “Stockpiling and Placing Topsoil” which price shall include all materials, equipment, tools, labor and work incidental thereto. Partial payment shall be made at the time the stockpile area(s) have been secured and accepted. Final acceptance shall be after the stockpiled soil has been re-spread back to existing grade, and is ready for final seeding.

Pay Item

Pay Unit

Stockpiling and Placing Topsoil

C.Y.

ITEM #0949003A – FURNISHING, PLANTING AND MULCHING TREES, SHRUBS, VINES AND GROUND COVER PLANTS

Work under this item shall conform to the latest supplemental requirements of Section 9.49 of the Form 818 and amended as follows:

9.49.2 - Materials: *Add the following:*

Submittals:

The apparent low bidder shall submit to the Town a Schedule of Values within 14 days after bid opening. Any bidder that the Town may subsequently designate as the apparent low bidder shall make the aforesaid submission within 14 days from the date on which the Town notifies said Contractor that has become the low bidder. If, however, the Town deems it necessary for such a submission within a shorter period of time, the Town shall make the submission within the time designated by the Town.

The Schedule of Values shall be divided into “Line Items” listed separately by plant type. Each line item shall be assigned a unit price. The sum of the line items in the schedule of Values shall equal the amount bid for the item “Furnishing, Planting and Mulching Trees, Shrubs, Vines, and Ground Cover Plants.”

Any substitutions proposed shall be formally submitted to the Engineer/Town for review and approval.

The Schedule of Values shall be in the following format:

QTY	BOTANICAL NAME	COMMON NAME	CAL./HT./SIZE	QTY	UNIT COST	COST
09	<i>Amelanchier Canadensis</i>	Serviceberry	7-8' HT B&B	09		
03	<i>Cornus Florida</i> 'Cherokee Chief'	Flowering dogwood	2"-2 1/2" CAL. B&B.	03		
31	<i>Clethra Alnifolia</i>	Summersweet	#3 Container	31		
161	<i>Eupatorium Dubium</i> 'baby joe'	Joe Pye Weed	#1 Container	161		
20	<i>Ilex Verticillata</i>	Winterberry	#3 Container	20		
10	<i>Rhododendron Viscosum</i>	Swamp Azalea	#3 Container	10		
14	<i>Vaccinium Corymbosum</i>	High-Bush Blueberry	#3 Container	14		
21	<i>Juniperus Virginiana</i>	Eastern Red Cedar	6-7' HT B&B	21		
-	New England Native Conservation Seed Mix	-	Seed Per Pound	-		
-	New England Wet Mix	-	Seed Per Pound	-		
					TOTAL	

9.49.3 – Method of Measurement: *Replace Subsection 1 with the following:*

1. Planting: This work is being paid as a Lump Sum and will not be measured for payment.

9.49.4 – Basis of Payment: *Replace Subsection 1 with the following:*

1. Planting: Partial payment for this work will be made up to 80% of the schedule of values price each for the kind and size of plant and the method of planting, as the case may be, satisfactorily completed in place. Final payment will not be provided until final acceptance of all plantings.

Pay Item	Pay Unit
Furnishing, Planting and Mulching Trees, Shrubs, Vines and Ground Cover Plants	L.S.

ITEM #0950029A – TURF ESTABLISHMENT- NEW ENGLAND MIX

Description:

The work included in this item shall consist of providing an accepted stand of established grasses in cut and fill slopes and disturbed areas, by furnishing and placing seed as shown on the plans or as directed by the Engineer.

Materials:

The materials for this work shall conform to the requirements of Section 9.50 of Standard Specification Form 817. The following mix shall be used for this item:

New England Erosion Control / Restoration Mix for Detention Basins: In order to preserve and enhance the diversity, the source for seed mixtures shall be locally obtained within the Northeast USA including New England, New York, Pennsylvania, New Jersey, Delaware, or Maryland. One approved seed mixture is detailed below. Other proposed mixtures must be approved by the Engineer.

Species Common name

Species Scientific name

<i>Elymus virginicus</i>	Virginia Wild Rye
<i>Schizachyrium scoparium</i>	Little Bluestem
<i>Festuca rubra</i>	Creeping Red Fescue
<i>Andropogon gerardii</i>	Big Bluestem
<i>Chamaecrista fasciculata</i>	Partridge Pea
<i>Panicum clandestinum</i>	Deer Tongue
<i>Panicum virgatum</i>	Switch Grass
<i>Sorghastrum nutans</i>	Indian Grass
<i>Helenium autumnale</i>	Common Sneezeweed
<i>Heliopsis helianthoides</i>	Ox Eye Sunflower
<i>Verbena hastata</i>	Blue Vervain
<i>Asclepias syriaca</i>	Common Milkweed
<i>Aster umbellatus</i>	Flat Topped/Umbrella Aster
<i>Eupatorium purpureum</i>	Purple Joe Pye Weed
<i>Solidago juncea</i>	Early Goldenrod
<i>Zizia aurea</i>	Golden Alexanders

Construction Methods:

Construction Methods shall be those established as agronomically acceptable and feasible and that are approved by the Engineer. Preparation of a clean weed free seed bed is necessary for optimal results. Rate of application shall be field determined in Pure Live Seed (PLS) based on the minimum purity and minimum germination of the seed obtained. Calculate the PLS for each seed species in the mix. Adjust the seeding rate for the above composite mix, based on 35 lbs. (36 kg.)

per acre (hectare). The seed shall be mulched in accordance with Article 9.50.03. The mix may be applied by hydro-seeding, by mechanical spreader, or on small sites by hand. Lightly rake, or roll to ensure proper seed to soil contact. Best results are obtained with a Spring or late Summer seeding. Early-Mid Summer seeding will benefit with a light mulching of clean weed-free straw to conserve moisture. If conditions are drier than usual, watering will be required. Late Fall and Winter seeding require an increase in the seeding rate. Fertilization is not recommended. Preparation of a clean weed free seed bed is necessary for optimal results.

Method of Measurement:

This work will be measured for payment by the number of square yards (square meters) of surface area of accepted established grasses as specified or by the number of square yards (square meters) of surface area of seeding actually covered and as specified.

Basis of Payment:

This work will be paid for at the contract unit price per square yard (square meters) for “Turf Establishment – New England Mix” which price shall include all materials maintenance, equipment, tools, labor, and work incidental thereto. Partial payment of up to 60% may be made for work completed, but not accepted.

Pay Item

Pay Unit

Turf Establishment New England Mix

S.Y.

ITEM # 1117111A –RECTANGULAR RAPID FLASHING BEACON (RRFB) TYPE B

Description:

Furnish and install a pedestrian actuated rectangular rapid flashing beacon (RRFB) at the location indicated on the plan or where directed by the Engineer.

General Requirements:

Each RRFB will be a complete assembly, consisting of indications, controller cabinet (circuit breaker, timer or solid-state circuit boards etc.) or any electrical component hardware. Each RRFB shall include a controller, battery, radio communications, solar panel, LED indicators, pedestrian pushbutton and signs(piezo), pedestal, concrete foundation, and all necessary hardware, equipment, and wiring for a complete installation.

Type B: Two sided RRFB will contain six rectangular indications, two on each side facing traffic, and one indication on each end, visible to pedestrians in the cross walk.

Functional Requirement:

Each RRFB when activated shall flash the two indications in an alternating “wig-wag” sequence (left light on, then right light on).

Each of the two yellow indications of an RRFB shall have 70 to 80 periods of flashing per minute and shall have alternating, but approximately equal, periods of flashing light emissions and dark operation. During each of its 70 to 80 flashing periods per minute, the yellow indications on the left side of the RRFB shall emit two slow pulses of light after which the yellow indications on the right side of the RRFB shall emit four rapid pulses of light followed by a long pulse.

The rapid flash rate of each indication, as applied over the full on-off sequence of a flashing period of the indication, shall not be between 5 and 30 flashes per second, to avoid frequencies that might cause seizures.

The light intensity shall meet the minimum specifications of Society of Automotive Engineers (SAE) standard J595 (Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated January 2005.

Each RRFB indication will be activated by an ADA compliant (piezo) pedestrian Pushbutton and operation will cease after a predetermined time limit (based on MUTCD procedures).

All RRFBs associated with a given crosswalk (including those with an advance crossing sign, if used) shall, when activated, simultaneously commence operation of their alternating rapid flashing indications, and shall cease operation simultaneously.

Mechanical and Electrical Requirements:

- a) Dimensions:

Type B: - Two sided/6 LEDs..... 3.25”H x 20”W x 8”D

- b) Power: - Solar. The Panel shall provide 55 watts at peak total output.
- c) Battery -
 - The Battery shall be a 12VDC Absorbed Glass Mat (AGM) sealed lead-acid, maintenance-free battery.
 - The Battery shall be rated at 45AH minimum and shall conform to Battery Council International (BCI) specifications.
 - The Battery shall be solar-charged with a capacity up to 28 days of autonomy without sunlight, varying with ambient temperature and number of activations.
 - The Battery shall be replaceable independently of other components.
 - The Battery shall have a minimum operating range of -76° to 140° F.
- d) Temperature: - All components will be capable of continuous operation over a temperature range of -30 DEG. F to 165 DEG. F
- e) Indications:
 - Daylight distance visibility.....> 1000 feet
 - Night distance visibility..... > 1 mile
 - Flash Pattern..... Wig-Wag
 - Optics..... Polycarbonate Lenses
 - Color..... Yellow
 - Body..... Powder Coated Federal Yellow
 - Size..... 5” wide x 2” high
- f) Housing: - Powder Coated Federal Yellow

Construction Method:

Each RRFB indication will be mounted horizontally to a standard 4 ½” diameter aluminum pedestal and in accordance with dimensions and details shown on the plan.

The two RRFB indications shall be aligned horizontally, with the longer dimension horizontal and with a minimum space between the two indications of approximately seven inches (7 in), measured from inside edge of one indication to inside edge of the other indication.

The outside edges of the RRFB indications, including any housings, shall not project beyond the outside edges of the sign.

Method of Measurements:

This work will be measured as the number of RRFBs furnished, installed and accepted in place.

Basis of Payment:

This work will be paid for at the contract unit price of each “Rectangular Rapid Flashing Beacon (RRFB)” of the type specified which will include the cost of all excavation, concrete foundation,

conduit, fittings, signs, LED indicators, wiring, hardware, pedestrian pushbutton and signs(piezo), pedestal, solar panel, battery, controller cabinet complete with all necessary equipment, ground rod, armored ground cable, paint and all materials, equipment, tools and labor included thereto for a complete installation.

Pay Item

Rectangular Rapid Flashing Beacon (RRFB) Type B

Pay Unit

EA.

ADDITIONAL INFORMATION

TASK 310 PLANS, SPECIFICATIONS AND ESTIMATES

**Housatonic Valley Rail-Trail Multi-Use Trail Connection
Section II & III (Maple Drive Into Wolfe Park)**

DOT Project#: L084-0001

October 2021

Ref. No. 104916R03

Prepared for:

Prepared for:

Stantec Consulting Services, Inc.
55 Church Street, Suite 601
New Haven CT 06510-3014

Prepared by:



TABLE OF CONTENTS

1.0 - PROJECT ENVIRONMENTAL SUMMARY 1

2.0 - RECOMMENDED REMEDIATION METHODOLOGY 3

 2.1 - Controlled Materials Handling and Disposal..... 3

 2.2 - Environmental Drawings and Specifications 4

 2.3 - Environmental Specification Quantities & Cost Estimates..... 4

 2.4 - Health and Safety Requirements..... 4

APPENDICES

Appendix A Environmental Drawings and Specifications

1.0 - PROJECT ENVIRONMENTAL SUMMARY

The Housatonic Valley Rail-Trail (HVRT) project will involve construction of approximately 4,500 feet of a new bike/walking trail. The section of new trail will run from the entrance of Wolfe Park south to a section of existing trail south of Maple Drive. The construction will include construction of a processed stone wearing surface, fencing, retaining walls, grading, drainage and other construction items. A site location map is provided as Figure 1.

Soil testing has recently been completed within the project area as part of the Task 210 Subsurface Investigation (Task 210) completed by Triton Environmental, Inc. (Triton) dated June 2021. The results of the Task 210 identified two areas of environmental concern (AOECs) and two low level area of environmental concern (LLAOECs) associated with the project. Each of the AOECs and LLAOECs are located at the Town of Monroe property located at 447 Purdy Hill Road, as summarized below.

AOEC #1: Samples TB-1 through TB-5

Elevated concentrations of either extractable total petroleum hydrocarbons (ETPH), polynuclear aromatic hydrocarbons (PAHs) and/or lead (when analyzed using the synthetic precipitation leaching procedure (SPLP)) were detected in the TB-1 (0-2'), TB-2 (0-2'), TB-3 (0-2'), TB-4 (0-2') and TB-5 (0-2') soil samples at concentrations above the either the Residential Direct Exposure Criteria (RDEC) or the GA Pollutant Mobility Criteria (PMC).

AOEC #2: Samples TB-7 and TB-8

Analytical results for the soil sample collected from soil boring TB-7 (0-2') and TB-8 (0-2') identified concentrations of PAHs- above the RDEC and GA PMC. Some PAH concentrations exceeded the Industrial/Commercial Direct Exposure Criteria (IDEC). Low concentrations of ETPH were also identified in the TB-8 (0-2') sample.

LLAOEC #1: Sample TB-6

Analytical results for the soil sample collected from soil boring TB-6 (0-2') identified a low concentration of ETPH below its respective RSR criteria, but above laboratory detection limits.

LLAOEC #2: Sample TB-9

Analytical results for the soil sample collected from soil boring TB-6 (0-2') identified low concentrations of PAHs below their respective RSR criteria, but above laboratory detection limits.

Based on the proposed construction activities, groundwater is not anticipated to be encountered during the project.

2.0 - RECOMMENDED REMEDIATION METHODOLOGY

Based on the proposed construction and the results of the subsurface investigation, two AOECs have been identified where PAHs and/or lead have been identified at concentrations that exceed CTDEEP RSR criteria, and two LLAOECs have been identified where contaminants were detected at concentrations below applicable RSR criteria, but above the laboratory reporting limits. All of the AOECs and LLAOECs identified within the project limits are located on the 447 Purdy Hill Road property. Due to the proximal location of the AOECs and LLAOECs the soil within both the AOECs and LLAOECs at 447 Purdy Hill Road will be handled in an identical fashion for this project.

The proposed remediation methodology for the AOECs and LLAOECs is controlled handling, management, and disposal of the excess material excavated. Excavated material from within the AOECs and LLAOECs shall be transported to and stockpiled at a Waste Stockpile Area (WSA) for characterization prior to off-site disposal.

All controlled materials shall be sampled and characterized for disposal in accordance with the contract specifications and CTDEEP RSRs.

2.1 - Controlled Materials Handling and Disposal

All of the excess soils generated during the project from within the limits of the AOECs and LLAOECs will be transported to the Waste Storage Area (WSA) for characterization and off-site disposal, as described further in the project specifications.

All controlled materials shall be sampled and characterized for disposal in accordance with the contract specifications and the CTDEEP RSRs.

Based on the proposed construction activities, it is anticipated that approximately 693 cubic yards of excess soil will be generated within the AOECs and LLAOECs which will require handling and management within the WSA.

2.2 - Environmental Drawings and Specifications

The following are anticipated environmental specification sections, drawings, quantities, and cost estimates:

Drawings:

- ENV-02 - Site Plans Showing AOECs and LLAOECs
- ENV-03 - Waste Stockpile Area Plan
- ENV-04 - Waste Stockpile Area Details

Specifications:

- Notice to Contractor – Environmental Investigations
- Item No. 0101000A – Environmental Health and Safety
- Item No. 0101117A – Controlled Material Handling
- Item No. 0101128A – Securing, Constructing, and Dismantling of a Waste Stockpile Area
- Item No. 0202315A – Disposal of Controlled Material

2.3 - Environmental Specification Quantities & Cost Estimates

The following table is a summary of the specification quantities and cost estimates:

Item No.	Item	Unit
0101000A	Environmental Health and Safety	L.S.
0101117A	Controlled Materials Handling	C.Y.
0101128A	Securing, Construction and Dismantling of a Waste Stockpile Area	L.S.
0202315A	Disposal of Controlled Material	Ton

2.4 - Health and Safety Requirements

Based on the results of the environmental investigations, proposed construction activities will pose a low to moderate risk of harm to site construction workers, inspectors, and downwind receptors from exposure to environmental contaminants through inhalation of dust, dermal contact or ingestion. A site specific health and safety plan (HASP) shall be implemented in accordance with project specifications to address the relative risks of exposure to documented hazards present within the AOECs and LLAOECs. The HASP shall establish health and safety protocols to address the environmental concerns directly related to site conditions and in accordance with applicable Federal and State regulations and the contract specifications.

Geotechnical Engineering Report
For Proposed Construction of:

Housatonic Trail Retaining Walls
Wolfe Park (Maple Street)
Monroe, CT

Prepared for:

Stantec Consulting Engineers
55 Church Street, Suite 601
New Haven, CT 06510

Prepared by:

ti:::

Consulting &
/Engineering

//

525 John Street : 04
Bridgeport

May 5, 2021

ENGINEERING REPORT

TABLE OF CONTENTS

- 1.00 GENERAL SUMMARY
- 2.00 INTRODUCTION
 - 2.10 OBJECTIVE OF STUDY
 - 2.20 GEOTECHNICAL SCOPE OF SERVICES
 - 2.30 SITE AND PROJECT DESCRIPTION
- 3.00 SUBSURFACE EXPLORATIONS
- 4.00 SUBSURFACE CONDITIONS
- 5.00 IMPLICATIONS OF SUBSURFACE CONDITIONS
 - 5.10 TOPSOIL/FILL
 - 5.20 LOESS and GLACIOFLUVIAL DEPOSITS
 - 5.30 ROCK
 - 5.40 GROUNDWATER
- 6.00 DESIGN OBSERVATIONS
 - 6.10 SPREAD FOOTINGS
 - 6.40 SEISMIC CHARACTERISTICS/ LIQUEFACTION POTENTIAL
 - 6.50 SOIL LATERAL LOADS
- 7.00 CONSTRUCTION AND EARTHWORK CONSIDERATIONS
 - 7.30 MATERIALS, PLACEMENT AND COMPACTION
 - 7.40 CONSTRUCTION MONITORING SERVICES
- 8.00 FINAL COMMENTS FIGURE
 - 1 SEISMIC SUMMARY
 - FIGURE 2 BORING LOCATION PLANS
 - APPENDIX A BORING LOGS 1 Through 6
 - FIGURE 3 SEGMENTAL WALL DETAIL
 - TABLE 5.1 SUMMARY

1.00 GENERAL SUMMARY

Based on the studies performed as discussed herein, we have prepared the following conclusions and recommendations.

- 1.) Variable density topsoil, loess, glaciofluvial outwash (till) deposits and rock are present in the portions of the proposed construction area that were investigated. Liquefaction potential is minimal based on the depth of the water table, the density and gradation of soils, and depth of rock.
- 2.) It appears that the existing naturally deposited inorganic sand and gravel materials can be used beneath the bottom of wall footings. If required, raises in grade materials beneath the pavement and floor slabs should consist of structural fill, which some of these materials appear to qualify as, and materials specified herein.
- 3.) Raises in grade for wall footing support as required should consist of "structural fill" as defined in paragraph 7.30 and be placed and compacted to 95 percent of the optimum dry density per ASTM D-1557.
- 4.) **Groundwater is expected to impact the excavation** or cut areas of the proposed project; care must be taken to mitigate any water flow into the areas that are being prepared using soils so as not to disturb and reduce their structural characteristics.
- 5.) Footings may be excavated to naturally deposited inorganic materials **USING A SMOOTH BLADED BUCKET** as defined herein and the grade can be raised using structural fill. Bearing surfaces within the proposed construction area are at least 1.5 feet below the existing grade **unless built on the rock.**
- 6.) Provided bearing surfaces are prepared as described herein, an allowable soil bearing capacity of 6,000 pounds per square foot may be used for design purposes in sizing the footings and foundations. If structural fill is used to raise the grade more than 36 inches, 6,000 pounds per square foot can be used in the design. Weathered rock will have a bearing capacity of 20,000 pounds per square foot; and competent rock will have a bearing capacity of 40,000 pounds per square foot.
- 7.) All work to prepare in-place materials and to construct foundation systems should be performed under the observation of the geotechnical engineer. Specific important details of our geotechnical engineering study and recommendations are enclosed herein.
- 8.) Shallow rock was observed in the NUMEROUS portions of the site and portions of each wall may be affected by the rock. If rock is at the bottom of wall elevation it must be benched or pinned as directed to provide design support.

2.00 INTRODUCTION

This report presents the results of an engineering study performed by Atlantic Consulting & Engineering (ACE), at the site of the proposed construction of segmented walls along the Wolfe Park walking trail in Monroe, CT. Included in this report are a summary of subsurface conditions observed and the implications of these conditions with respect to the design and construction of the proposed structure. Please note that this report is subject to the limitations contained in Section 8.00.

2.10 OBJECTIVE OF STUDY

The objective of our scope of services was to explore subsurface conditions within the proposed structure and develop geotechnical recommendations for the design of the foundation support for the proposed structure.

The scope of services performed by ACE to meet the above stated objectives for geotechnical services included the following:

1. Inspection of the test borings conducted by Soiltesting, Inc. on April 21, 2021.
2. Evaluation of the soil samples of glacial till and loess.
3. Recommendations were prepared for foundation support for the proposed structure.
4. General recommendations have been made as to earthwork and foundation construction procedures to be followed during the construction phase of this project.

2.30 SITE AND PROJECT DESCRIPTION

The site is located on the southern side of Maple Drive in Wolfe Park in Monroe, CT. Three areas were explored in the vicinity of three segmental block retaining wall that will The site is wooded and relatively flat with a steep slope terrain; the proposed trail runs generally east to west.

3.00 SUBSURFACE EXPLORATIONS

Subsurface explorations performed for this project consisted of hollow stem augured borings. Borings were terminated on bedrock.

Test borings were located by the engineer. Approximate locations of borings are shown on the Boring Location Plan. Six (6) test borings were advanced throughout the site. Copies of the test boring logs are included in Appendix A, along with a boring location plan. Test boring locations should be considered accurate only to the degree implied by measuring method used to determine them.

The test borings were conducted using track mounted drill rig. Soil samples from the test borings were classified both on site by the drillers and in the lab by a geotechnical engineer.

4.00 SUBSURFACE CONDITIONS

All explorations revealed topsoil overlying naturally deposited inorganic material beneath the surface. Loess and Medium dense to very dense sandy silts overlying rock were predominant throughout the exploratory effort. The material varies from poor to well-draining and is stable to work on if kept dry. The silty sandy till is desirable as bearing material and should be prepared as outlined below. Shallow rock and boulders were encountered in various parts of the site in the location of the proposed structures. Groundwater may affect the excavation work, so some type of dewatering system may be implemented during construction. The water table could be perched over the rock formation and dissipate once construction cutting begins and rock removal takes place.

5.00 IMPLICATIONS OF SUBSURFACE CONDITIONS

5.10 FILL/TOPSOIL ill

The upper 1 to 2 feet of the exploration was conducted in an area where there is either grass or topsoil. The material directly beneath the topsoil and loam is firm.

5.15 LOESS DEPOSITS (3a)

Throughout the site beginning immediately beneath the topsoil and loam noted above a medium dense LOESS was encountered. Loess is a wind-blown silt deposit and while having a strong bearing capacity, can be easily disturbed with careless excavation techniques. When excavating loess A SMOOTH BLADED BUCKET MUST BE USED. **The characteristics of this material make it suitable for footing support** and can be the design bearing material for the project. The loess and till are layered in some cases

5.20 GLACIOFLUVIAL DEPOSITS (3a)

Throughout the site beginning immediately beneath the topsoil and loam and loess noted above a medium dense glacial till was encountered. The material is a brown fine to coarse sand and some gravel in most cases. The glaciofluvial deposit overlies the rock and ranges in depth from 7 and 16 feet deep. **The characteristics of this material make it suitable for footing support** and this is the design bearing material for the project.

Some of the existing granular material appears to possibly meet the structural fill requirements outlined in section 7.30 if it is clean enough be reused as structural fill for raises in grade beneath footings and slabs provided the areas are prepared in accordance with Paragraph 7.30 below. There are areas of silt which will not be able to be re-used.

5.30 ROCK

Beneath the loess, silt and Glacial Till, boulders, weathered, decomposed and solid rock was encountered. The elevations of the rock vary (see Table 5.1 below). The upper surfaces of the rock in some cases are hard as gneiss and granite were encountered in various transformed states. Without coring, the RQD cannot be determined.

5.40 GROUNDWATER

Groundwater was encountered in the explorations. Drainage mitigation is anticipated if the water remains perched during the excavation process. For any work, however, proper draining material needs to be installed to promote drainage and assuage ponding due to impermeable or compact surfaces. The excavations, however, should be kept dry as work progresses to prevent disturbance of bearing materials.

Table 5.1

TEST BORING SUMMARY

<i>Location</i>	<i>WALL #</i>	<i>TOPSOIL FILL</i>	<i>LOESS</i>	<i>GLACIAL TILL</i>	<i>DEPTH Of WATER</i>	<i>Top of Rock (elev)</i>	<i>Comments</i>
TB-1	1	0-2	10-12	2-10	12	12	Weathered- solid at 7 (3 probes)
TB-2	1	0-3	3-6	6-11.5	1	11.5	Weathered- solid at 5 (3 probes)
TB-3	2	0-1	1-2	2-7.5	5.5	7.5	Solid (2 probes)
TB-4	2	0-2	2-5	5-7	4	7	Solid (2 probes)
TB-5	3	0-1.5	1.5-4	4-16.5	3	16.5	Weathered- solid at 10 (2 probes)
TB-6	3	0-.5	.5-1.5	1.5-11.5	ND	11.5	Weathered- solid at 6 (2 probes)

6.00 DESIGN OBSERVATIONS

For the structure and any proposed work, spread footings are recommended for this retaining structure provided that the site is improved as outlined herein. If in-place material is determined suitable by the Geotechnical Engineer after proof rolling and visual observations, then areas beneath the footings and slabs can be prepared as described herein. Where bearing surfaces require a raise in grade, structural fill can be placed above the existing alluvial deposits as described in Section 7.30. The Geotechnical engineer, or his representative, should approve all bearing surfaces prior to placement of fill or construction directly on the naturally deposited inorganic materials. It is strongly recommended to conduct additional explorations of the rock to determine if the rock encountered consists of nested boulders, weathered or decomposed (and the extent of the decomposition) and hard competent rock,

6.10 SPREAD FOOTINGS

Excavation to naturally deposited inorganic materials or rock is an effective approach for this project due to the relatively shallow depth of the unsuitable materials in the major portion of the construction area. Spread footings can bear directly on glacial till deposits or structural fill can be used to raise the grade to a minimum of 42 inches below finish grade if raising the grade is required. There would most likely be an excavation below grade to remove any unsuitable soils. When structural fill is used to raise the grade to the bottom of footing, the compacted area shall extend 12 inches beyond the edge of the footing for every 12 inches of structural fill placed, for example if 2 feet of fill were used to raise the grade for a 4x4 footing, the actual area of structural fill should be 8x8 (2 feet along each side).

6.40 SEISMIC CHARACTERISTICS and LIQUEFACTION POTENTIAL

For structural design, the IBC Seismic Site Soil Classification is considered to be "C". The mapped spectral response acceleration for 1 second period is $S_1=0.055$ and for short periods

$S_s=0.213$ (See Figure 1). For transfer of ground shear into the naturally deposited inorganic sands, a factor of 0.35 can be assumed.

Based on the results of the borings and the SPT sampling, the subsurface conditions at the site should be considered as having a **negligible potential for liquefaction** due to the density and gradation of the in-place material, the lack of a water table and the shallow depth of the rock throughout the site.

6.50 SOIL LATERAL LOADS

Any walls will need to be designed for **passive, active and at-rest pressures**. To obtain K values, the ϕ of the soil is needed. For the loose sands and fill $\phi=26^\circ$ can be used; for structural fill, $\phi=37^\circ$ can be used; for existing naturally deposited inorganic alluvial deposits, $\phi=33^\circ$ can be used; for the loose sands and fill $\phi=26^\circ$. For the loess, $\phi=10^\circ$. Submerged or saturated soil pressure used in design shall include the weight of buoyant soil plus hydrostatic loading which reduces capacity of the soils.

7.00 CONSTRUCTION AND EARTHWORK CONSIDERATIONS

Development of the proposed site may entail some soil and foundation oriented problems especially with respect to the rock within the footprint of the proposed structure as well as the varying water table. Grading problems may also occur if the work is carried out in wet weather due to the relatively high silt content of some of the on site materials. The recommendations presented in this report are predicated upon site preparations, foundation wall construction, floor slabs, etc., monitored under controlled conditions and the direction of the geotechnical consultant. Since some of the soils encountered appear to be siltier, **a smooth bladed bucket shall be used** so as not to disturb the in situ conditions.

It is recommended that placement of the concrete for footings and slabs take place shortly following the preparation of the design bearing surface, since the introduction of water may adversely affect its structural characteristics.

7.30 MATERIALS, PLACEMENT AND COMPACTION

Structural fill to be used in backfilling within the building areas below footings, should be free from ice, snow, roots, stumps, and other deleterious materials. Structural fill should consist of a sandy GRAVEL or gravely SAND material having a liquid limit and plasticity limit not exceeding 40 and 15, respectively, and conform to the following gradation requirements:

Sieve Size	Percent Finer <u>by Weight</u>
3.5 inch	100
No. 4	30- 65
No. 10	20 - 50
No. 40	5 - 30
No. 100	0 - 10

Free draining gravel to be used behind the wall whether existing or to be placed, should be free of ice, snow, roots, stumps, rubbish, and other deleterious materials and should consist of hard durable sand and gravel conforming to the following gradation requirements:

<u>Sieve Size</u>	<u>Percent Finer by Weight</u>
2 inch	100
3/4 inch	10 - 25

All building areas, structural fill, floor slab base course free draining sand-gravel fill, and shall be placed in lifts not exceeding 8 inches in loose lift thickness and should be compacted to at least 95 percent of maximum dry density per ASTM D-1557. New structural fill required exclusive of the structural element (footings, foundation or retaining walls, floor slabs, etc.) zone of bearing should be compacted to at least 93 percent of the maximum dry density per ASTM D-1557.

If it is necessary to re-use existing acceptable on-site materials in areas below the SLAB and in PAVED areas, compaction can be carried out by placing the material in lifts not exceeding 6 inches and should be compacted to a minimum of 95 percent of maximum dry density per ASTM D-1557. This cannot be conducted in wet weather, nor if the moisture content of the material is at a level where the desired compaction cannot be physically achieved. Proctor tests, ASTM D-1557, will have to be conducted on samples of any fill desired to be reused. All reused material shall be free of roots, stumps, ice, snow, organic and any other deleterious materials.

7.40 CONSTRUCTION MONITORING SERVICES

It is recommended that Atlantic Consulting & Engineering and Fairfield Testing Laboratory be retained to provide geotechnical engineering and construction monitoring services during the excavation, foundation, and construction phases of the project. The purpose of these services is to observe compliance with the design concepts, contract documents, and geotechnical recommendations and to allow orderly design changes during construction in the event that subsurface conditions differ from those anticipated prior to the start of construction.

During construction, the Atlantic Consulting & Engineering and Fairfield Testing field representatives would be present to provide controlled and special inspections as required by the Section 17 of the 2015 IBC and 2018 Connecticut Building Code including filing of Statement of Special Inspection forms along with the following:

1. Observe the general progress of site work.
2. Perform the required field control tests for earthwork, including placement of structural fill.
3. Observe earthwork operations to ensure that the minimum compactive effort and maximum lift height restrictions are enforced.
4. Observe, evaluate, and judge the suitability of prepared bearing surfaces including the possibility of using existing materials below slabs.
5. Observe and evaluate unanticipated subsurface conditions, when and where encountered and alternate procedures, which are proposed to address those unanticipated subsurface conditions, especially when dealing with footings on rock.
6. Conduct **special inspections** of wall placement, and any other inspections required by the city and state and directed by State of CT requirements for Special Inspections.
7. Engineer the design of the retaining walls.
8. Certify the determination of bearing surfaces

8.00 FINAL COMMENTS

This report has been prepared for specific application to the subject project in accordance with generally accepted soil and foundation engineering practices. No other warranty, expressed or implied, is made. In the event that any changes in the nature, design or location of structures are planned, the conclusions and recommendations contained in the report should not be considered valid, unless the changes are reviewed and conclusions of this report modified or verified in writing.

The analyses and recommendations submitted in this report are based in part upon the data obtained from the referenced test borings. The nature and extent of variations between explorations may not become evident until construction. In order to take full responsibility for information generated in this report, this geotechnical engineer shall be present to certify all bearing surfaces, acceptable bearing elevations and test the compaction of structural fill. If variations then appear evident, it will be necessary to re-evaluate the recommendation of this report.

Atlantic Consulting & Engineering should perform a general review of final design and specifications in order to determine that earthwork and foundation recommendations have been properly interpreted and implemented in the design specifications.

Respectfully Submitted by

J. E. Quill

James E. Quill, PE
CT PE# 14358

Figure 1

Seismic Summary



84 Main St, Monroe, CT 06468, USA

Latitude, Longitude: 41.300469, -73.250686

Osteria Romana - Main St @ Seven Maples Landscaping & Nursery

Enterprise Rent-A-Car

0

Map data ©2021

Date 5/6/2021, 8:41:26 AM

Design Code Reference Document ASCE7-16

Risk Category II

Site Class C - Very Dense Soil and Soft Rock

Type	Value	Description
Ss	0.213	MCER ground motion. (for 0.2 second period)
S1	0.055	MCER ground motion. (for 1.0s period)
SMs	0.277	Site-modified spectral acceleration value
SM1	0.082	Site-modified spectral acceleration value
Sos	0.185	Numeric seismic design value at 0.2 second SA
So1	0.055	Numeric seismic design value at 1.0 second SA

Type	Value	CRs	Value
SOC	B	CRs	0.94
Fa	1.3	CR1	0.929
Fv	1.5		
PGA	0.121		
FPGA	1.279		
PGAM	0.155		
TL	6		
SsRT	0.213		
SsUH	0.227		
SsD	1.5		
S1RT	0.055		
S1UH	0.059		
S1D	0.6		
PGAd	0.5		

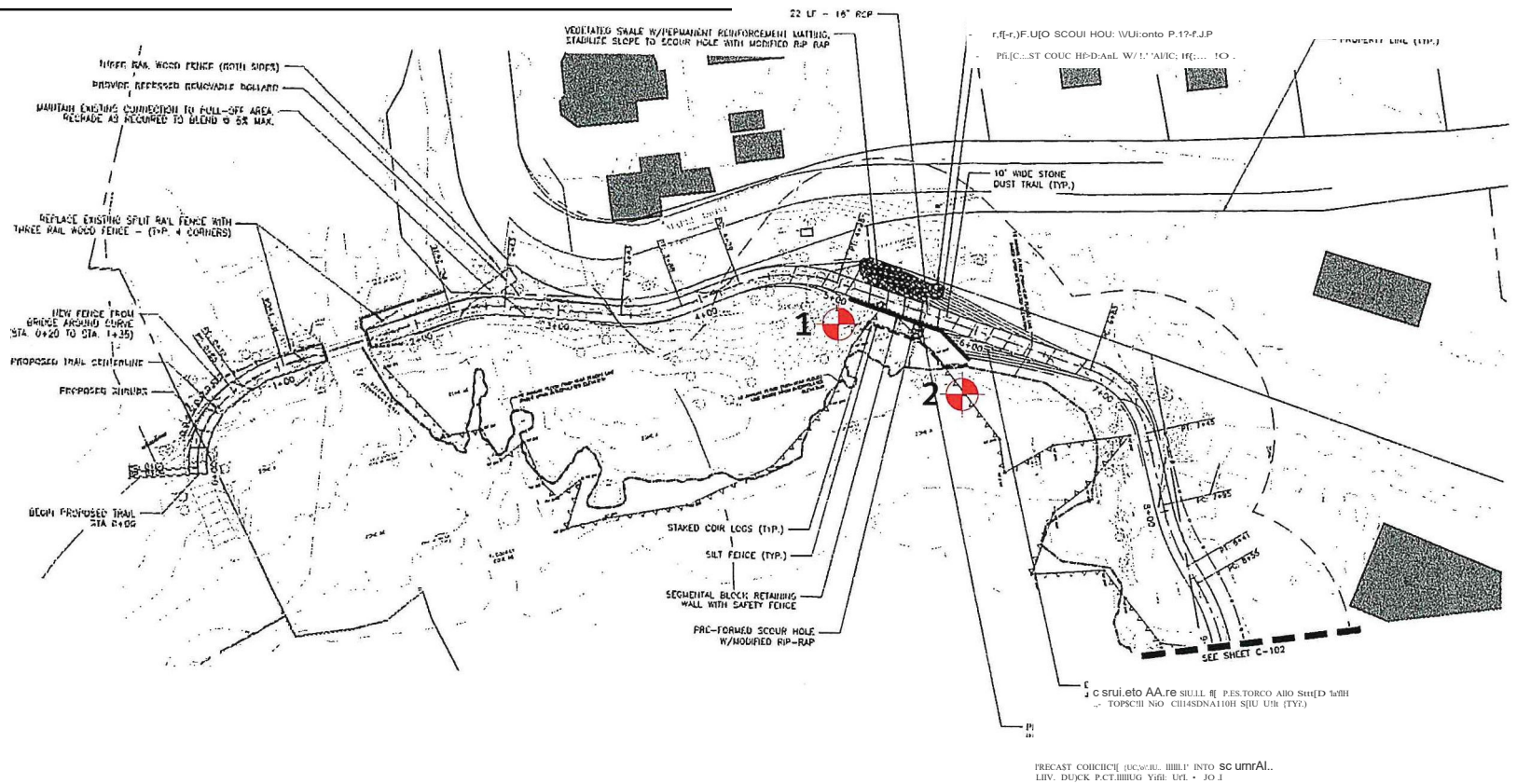
Description	design	
Seismic category		ation factor at 0.2 second Site amplification factor at 1.0 second
S		MCEG peak ground acceleration
i		Site amplification factor at PGA
t		Site modified peak ground acceleration
e		Long-period transition period in seconds
a		Probabilistic risk-targeted ground motion. (0.2 second)
m		Factored uniform-hazard (2% probability of exceedance in 50 years) spectral acceleration
p		Factored deterministic acceleration value. (0.2 second)
p		Probabilistic risk-targeted ground motion. (1.0 second)
l		Factored uniform-hazard (2% probability of exceedance in 50 years) spectral acceleration.
i		Factored deterministic acceleration value. (1.0 second)
f		Factored deterministic acceleration value. (Peak Ground Acceleration)
i		Mapped value of the risk coefficient at short periods
c		Mapped value of the risk coefficient at a period of 1 s

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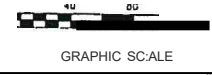
Figure 2

Boring Location Plan



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---	...FOOP-1)11 BK C Cl' 11AB11 COV13R
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BORING LOCATION PLAN WALLN0.1



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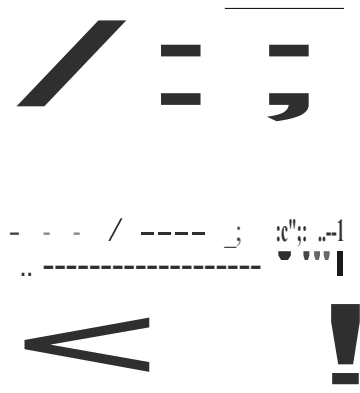
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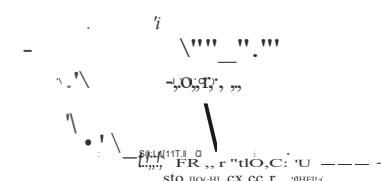
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New Haven, CT 06510-2014
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Notes

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Client/Project Logo



CSO-11/Project
TOWN OF MONROE

HOUSATONIC
SECTION IIAN IIEV RAIL-TUM

BORIN
G
LOCAT

I P N
O L W
N A A

LLN0.3

GRAPHIC SCALE
1" = 50'

RESET/REBUILD EXISTING WOOD WALL

MAINTAIN EXISTING CORRECTION TO PULL-OFF AREA.
REGRADE AS REQUIRED TO BLEND @ 10% MAX.
(PROVIDE LANDINGS AS REQUIRED)

DISTURBED AREAS SHALL BE RESTORED AND SEEDED
WITH 4" TOPSOIL AND CONSERVATION SEED
MIX (TYP.) PROVIDE TURF MATTING W/FIBER
REINFORCEMENT FOR ALL 2:1 SLOPES

SEGMENTAL BLOCK RETAINING WALL (TYP.):
PROVIDE SAFETY FENCE WHERE
EXPOSED HEIGHT EXCEEDS 30"

STAKED COIR LOGS (TYP.)
SILT FENCE (TYP.)
PROPERTY LINE (TYP.)

120'

6

5

10' WIDE SIGNE
DUST TRAIL (TYP.)
PROPOSED TRAIL CENTERLINE

	SEGMENTAL BLOCK RETAINING WALL (TYP.)
	STAKED COIR LOGS (TYP.)
	SILT FENCE (TYP.)
	PROPERTY LINE (TYP.)
	10' WIDE SIGNE DUST TRAIL (TYP.)
	PROPOSED TRAIL CENTERLINE



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Pr
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Rthil.iet\ 1" = 40'

APPENDIX A

Boring Logs 1 through 6

Conducted on April 21, 2021

SOILTESTING, INC. 90 DONOVAN RD. OXFORD, CT 06478 CT (203) 262-9328 NY (914) 946-4850	CLIENT: <u>Atlantic Consulting</u> & Engineering	SHEET_1_OF 1 HOLE NO. <u>8-1</u>
	PROJECT NO. <u>G82-1776-21</u>	BORING LOCATIONS per Plan
	PROJECT NAME <u>Proposed Multi-Use</u> <u>Housatonic Trail</u>	
FOREMAN - DRILLER PD/Ef	LOCATION Monroe CT	
INSPECTOR	CASING SAMPLER CORE BAR TYPE <u>HSA SS*</u>	OFFSET
GROUND WATER OBSERVATIONS AT...1 FT AFTER_Q_HOURS AT FT AFTER_HOURS	SIZE 1.0. <u>4 1/4 1 3/8"</u> HAMMER WT. <u>140#</u> BIT HAMMER FALL <u>30"</u>	DATE START <u>4/21/21</u> DATE FINISH <u>4/21/21</u> SURFACE ELEV. GROUND WATER ELEV.

DEPTH @ BOT	CASING BLOWS PER FOOT	SAMPLE					BLOWS PER 6 IN ON SAMPLER (FORCE ON TUBE)			CORE TIME PER FT (MIN)	DENSITY OR CONSIST	STRATA CHANGE DEPTH	FIELD IDENTIFICATION OF SOIL REMARKS INCL. COLOR, LOSS OF WASH WATER, SEAMS IN ROCK. ETC.
		NO	T	pe	PEN	REC	0-6	6-12	12-18				
5	1	ss	24"	18"	2'0"	2	2			moist stiff	1'0"	DkBrn SILT, sm FC sand, roots, tr cinders	
						4	10					BrntBrn MC SAND, FC gravel, lii cobbles	
10	2	ss	18"	12"	6'6"	11	11			moist compact	5'6"	BrnOmgBrn FMC SAND, FC gravel, sm silt, lit cobbles	
						7							
15	3	ss	18"	17"	11'6"	6	5			moist stiff	10'0"	SAME	
						6					12'0"	GreyBrn SILT, sm VFF sand, w/lenses, LtBrn FMC sand FC gravel	
	4	ss	3"	1"	15'3"	100/3				wet v dense	15'3"	cobbles, tr boulder LtBrn FMC SAND, FC Qravel, cobbles, lit boulders	
												E.0.815'3"	
20													
25													
30													
35													
40												'CME AUTOHAMMER	

NOTE: Subsoil conditions revealed by this investigation represent conditions at specific locations and may not represent conditions at other locations or times.

GROUND SURFACE TO ___ FT. USED ___ CASING THEN ___ CASING TO ___ FT.)HOLI: NU. **B-1**

A= AUGER UP= UNDISTURBED PISTON T=THINWALL V=VANETEST
 WOR = WEIGHT OF RODS WOH = HEIGHT OF HAMMER & RODS C=COARSE
 SS = SPLIT TUBE SAMPLER H.S.A. = HOLLOW STEM AUGER M= MEDIUM
 PROPORTIONS USED: TRACE= 0 - 10% LITTLE= 10- 20% SOME= 20 - 35% AND =35- SCP!. F= FINE

SOILTESTING, INC. 90 DONOVAN RO. OXFORD, CT 06478 CT (203) 262-9328 NY (914) 946-4850	CLIENT: <u>Atlantic Consulting & Engineering</u>	SHEET <u>1</u> OF <u>1</u>
	PROJECT NO. <u>G82-1776-21</u>	HOLE NO. <u>B-3</u>
	PROJECT NAME <u>Proposed Multi-Use Housatonic Trail</u>	BORING LOCATIONS per Plan
FOREMAN - DRILLER PD/ef	LOCATION Monroe CT	23' OFF GUARD RAIL
INSPECTOR	CASING SAMPLER CORE BAR	OFFSET
GROUND WATER OBSERVATIONS AT <u>5'6"</u> FT AFTER <u>Q</u> HOURS	TYPE <u>none</u> <u>SS*</u>	DATE START <u>4/21/21</u>
AT <u> </u> FT AFTER <u> </u> HOURS	SIZE 1.0. <u>1 3/8"</u>	DATE FINISH <u>4/21/21</u>
	HAMMER WT. <u>140#</u> BIT	SURFACE ELEV.
	HAMMER FALL <u>30"</u>	GROUND WATER ELEV.

I h w o	CASING BLOWS PER FOOT	SAMPLE					BLOWS PER 6 IN ON SAMPLER (FORCE ON TUBE) 0 - 6 6 - 12 12- 18		CORE TIME PER FT (MIN)	DENSITY OR CONSIST	STRATA CHANGE DEPTH	FIELD IDENTIFICATION OF SOIL REMARKS INCL. COLOR, LOSS OF WASH WATER, SEAMS IN ROCK, ETC.
		NO	Type	PEN	REC	DEPTH @BOT	MOIST	ELEV				
		0	1	2	3	4	5	6		7		
		1	ss	24"	18"	2'0"	1	2		moist	1'0"	Topsil DkBrn SILT root frq
							3	3		stiff	2'0"	OrgBm SILT sm FM sand, F gravel
		2	ss	24"	14"	4'0"	6	8		moist	3'0"	Brn VFFM SAND, lit silt, F gravel
							11	12		compact		LitBrn FMC SAND, FC gravel, lit cobbles, boulders
		3	ss	24"	12"	6'0"	12	19		vmoist-wet		
							23	22		dense		
											7'6"	Spoon Refusal
10												E.O.B 7'6"
15												
20												
25												
30												
35												
40												

NOTE: Subsoil conditions revealed by this investigation represent conditions at specific locations and may not represent conditions at other locations or times

GROUND SURFACE TO FT. USED CASING TI-IEN CASING TO FT. **IHOLENO. B-3**

A= AUGER UP = UNDISTURBED PISTON T=THINWALL V=VANETEST
 WOR = WEIGHT OF RODS WOH = WEIGHT OF HAMMER & RODS C=COARSE
 SS = SPLIT TUBE SAMPLER H.S.A.: HOLLOW STEM AUGER M= MEDIUM
 PROPORTIONS USED: TRACE: 0 - 10% LITTLE: 10 - 20% SOME: 20- 35% AND ac35 - 50% F:FINE

SOILTESTING, INC. 90 DONOVAN RD. OXFORD, CT 06478 CT (203) 262-9328 NY (914) 946-4850	CLIENT: <u>Atlantic Consulting & Engineering</u>	SHEET_1_OF <u>1</u>
	PROJECT NO. <u>G82-1776-21</u>	HOLE NO. <u>B-5</u>
	PROJECT NAME <u>Proposed Multi-Use Housatonic Trail</u>	BORING LOCATIONS <u>per Plan</u>
FOREMAN • DRILLER PD/Ef	LOCATION Monroe CT	
INSPECTOR	CASING TYPE <u>HSA</u> SAMPLER <u>SS*</u> CORE BAR	OFFSET
GROUND WATER OBSERVATIONS AT_I_FT AFTER_Q_HOURS AT FT AFTER HOURS	SIZE I.D. <u>4 1/4</u> <u>1 3/8"</u> HAMMER WT. <u>140#</u> BIT HAMMER FALL <u>30"</u>	DATE START <u>4/21/21</u> DATE FINISH <u>4/21/21</u> SURFACE ELEV. GROUND WATER ELEV.

I. 0	CASING BLOWS PER FOOT	SAMPLE					BLOWS PER 6 IN ON SAMPLER (FORCE ON TUBE)			CORE TIME PER FT (MIN)	DENSITY OR CONSIST	STRATA CHANGE DEPTH	FIELD IDENTIFICATION OF SOIL REMARKS INCL. COLOR, LOSS OF WASH WATER, SEAMS IN ROCK, ETC.
		NO	Type	PEN	REC	DEPTH @BOT	0 - 6	6 - 12	12 - 18				
5		1	ss	24"	18"	2'0"	2	2		moist soft	1'0"	DkBrn F SAND F gravel, lit silt	
							2	1			1'6"	DkBrn SILT, sm organics (Topsoil)	
											4'0"	OrgBrn SILT, lit F gravel, root frg lii cobbles	
10		2	ss	18"	17"	6'6"	14	38		vmoist/wet v dense		UBrnBr FMC SAND & FC GRAVEL, lit cobbles	
							24						
15		3	ss	18"	14"	11'6"	11	12		wet compact		LIBrnGreyBrn FMC SAND, FC gravel, lit silt, cobbles	
							14						
20		4	ss	18"	14"	16'6"	g	12		wet compact	16'6"	SAME	
							12						
25												E.0.8 16'6"	
30													
35													
40												'CME AUTOHAMMER	

NOTE: Subsoil conditions revealed by this investigation represent conditions at specific locations and may not represent conditions at other locations or times.

GROUND SURFACE 10 _____ FT. USED _____ CASING THEN ____ CASING TO _____ FT. HOLE NO. **B-5**

A: AUGER UP= UNDISTURBED PISTON T=THINWALL V=VANETEST
 WOR = WEIGHT OF RODS WOH = WEEGHT OF HAMMER & RODS C=COARSE
 SS = SPLIT TUBE SAMPLER H.S.A. = HOLLON STEM AUGER M = MEDIUM
 PROPORTIONS USED: TRACE= 0-10% LITTLE= 10 - 20% SOME= 20 - 35% AND =35 - 50% F= FINE

SOILTESTING, INC. 90 DONOVAN RD. OXFORD, CT 06478 CT (203) 262-9328 NY (914) 946-4850	CUEENT: <u>Atlantic Consulting</u> & Engineering	SHEET_1_OF 1 HOLE NO. <u>B-6</u>
	PROJECT NO. <u>G82-1776-21</u> PROJECT NAME <u>Proposed Multi-Use</u> <u>Housatonic Trail</u>	BORING LOCATIONS <u>per Plan</u>
FOREMAN - DRILLER PD/Ef	LOCATION Monroe CT	
INSPECTOR	CASING SAMPLER CORE BAR TYPE <u>HSA SS*</u>	OFFSET DATE START <u>4/21/21</u>
GROUND WATER OBSERVATIONS <u>AT none</u> FT AFTER <u>Q</u> HOURS <u>AT</u> FT AFTER <u> </u> HOURS	SIZE I.D. <u>4 1/4 1 3/8"</u> HAMMER WT. <u>140#</u> BIT HAMMER FALL <u>30"</u>	DATE FINISH <u>4/21/21</u> SURFACE ELEV. GROUND WATER ELEV.

I > a w D	CASING BLOWS PER FOOT	SAMPLE					BLOWS PER 6 IN ON SAMPLER (FORCE ON TUBE) 0-66-1212-18		CORE TIME PER FT (MIN)	DENSITY OR CONSIST	STRATA CHANGE DEPTH	FIELD IDENTIFICATION OF SOIL REMARKS INCL COLOR, LOSS OF WASH WATER, SEAMS IN ROCK, ETC.
		NO	Type	PEN	REC	DEPTH @BOT						
		1	ss	24"	18"	20"	2	4		moist stiff	1'6"	6"Topsoil DkBrn SILT OmoBrn SILT, sm FM sand, lii F Gravel
5		2	ss	18"	18"	6'6"	14	27		moist dense		BrnllBrn FMC SAND, tr gravel, lit cobbles
10		3	ss	18"	16"	11'6"	21	18		moist dense	11'6"	LIbrn FMC SAND, FC gravel, sm cobbles
15												E.0.811'6"
20												
25												
30												
35												
40												'CME AUTOHAMMER

NOTE: Subsoil conditions revealed by this investigation represent conditions at specific locations and may not represent conditions at other locations or times.

GROUND SURFACE TO _____ FT. USED _____ CASING THEN ___ CASING TO _____ FT. **IHULE NO. B-6**

A= AUGER UP= UNDISTURBED PISTON T= THINWALL V"-VANETEST
 WOR = WEIGHT OF ROOS WOH = WEIGHT OF HAMMER & RODS C=COARSE
 SS = SPLIT TUBE SAMPLER H.S.A. = HOLLOW STEM AUGER M =MEDIUM



TOWN OF MONROE
 PLANNING and ZONING COMMISSION
 7 Fan Hill Road
 Monroe, CT 06468
 Phone: 203-452-2812
www.monroect.org

APPROVAL

SPECIAL EXCEPTION PERMIT- HOUSATONIC VALLEY TRAIL, SECTIONS II AND III

SEP-2021-10 - File #1635A

Purdy Hill Road and Wolfe Park Vicinity

APPLICANT/ PROPERTY OWNER

**Town of Monroe: Applicant: Town of Monroe State of Connecticut and REM
 Enterprise, LLC: Owner**

Site Plans dated: 07/19/21, rev. 10/05/21

Date of Approval	October 8, 2021
Date Final Plans to be Signed by	January 8, 2022
Expiration*	October 8, 2026
<i>*if conditions of approval are not completed accordingly</i>	

WHEREAS the Monroe Planning and Zoning Commission (Commission) is considering a SEP approval for the following:

- Special Exception Permit for Housatonic Valley Trail extension

WHEREAS, the proposed use requires Commission approval for an SEP; and

WHEREAS, the subject property consists of approximately 227 acres; and

WHEREAS, in the course of its review of the application, the Commission has noted the following:

- The site is not located within a public supply watershed area;
- The site is not located within 500 feet of a Town boundary;
- The property is located within a mapped floodplain;

- The application does have IWC regulated activities associated with this project and received a Permit;
- The site is not subject to a Conservation Easement or other restrictive covenant;

WHEREAS, the Commission considered the proposed application at a duly noticed public hearing opened and closed on September 2, 2021. Notice of the public hearing was filed in the Monroe Town Clerk's office and published in Voices; and

WHEREAS, the public hearing notice was sent to abutting property owners within 100 feet of the subject property as evidenced by submission of certified mail receipts (and subsequently returned "green" cards);

WHEREAS, the public notice was sent to the Town of Trumbull;

WHEREAS, the Monroe Parks and Recreation Commission has reviewed the trail extension and supports the planned extension for the enjoyment of trail users;

WHEREAS, the Commission reported a favorable recommendation on the 8-24 Referral; and

NOW THEREFORE BE IT RESOLVED, the Commission, in accordance with §8.2.2 of the Zoning Regulations, hereby finds the following in respect to the **Special Exception Permit General Standards** :

- A. The proposal seeks approval to permit the extension of the Housatonic Valley Trail system in compliance with all applicable zoning standards;
- B. The proposed action is consistent with the Plan of Conservation and Development (POCD);

BE IT FURTHER RESOLVED, the Commission at its regular meeting held on **October 8, 2021**, upon motion by _____ and seconded by _____, following deliberations conducted on **October 8, 2021**, voted (1 in favor, U in opposition to **APPROVE** the proposed application for **Special Exception Permit SEP-2018-03-A2**, subject to conditions set forth below, as follows:

Vote: **LEON AMBROSEY**

M=IC=H A E=L O ' R=E=IL=LY -----

ROBERT WESTLUND
RYAN CONDON
NICOLE LUPO

For the Clerk
[Handwritten signature]

 Bruno Maini, Acting Chair

BE IT FURTHER RESOLVED, this Approval is specific to that detailed herein and the associated Site Development Plans as required to be endorsed by the Commission Chair as final; and

BE IT FURTHER RESOLVED, the Commission hereby authorizes the publishing of a Notice of Decision consistent with the requirements set forth in CGS §8-3c(b); and

BE IT FURTHER RESOLVED, this Approval shall be subject to the following modifications and requirements:

MODIFICATIONS AND REQUIREMENTS OF APPROVAL

A. PRIOR TO AUTHORIZED ISSUANCE OF ZONING AND BUILDING PERMITS

Prior to the authorized commencement of any approved work or construction and the authorized issuance of Zoning and Building Permits the applicant shall complete the following:

1. **Procurement of Involved Agency Permits and Approvals**

The applicant/owner shall be responsible for the procurement of all applicable local, State and Federal permits and approvals prior to the commencement of site or building modification or construction. Any substantive changes to the approved site facilities, use, or to the overall final Site Plans as a result, shall require modified review and approval by the Commission, which review may include the submission of a new application and/or the holding of a Public Hearing.

2. **Required Recording of Approval** - the applicant shall record an **original** copy of this Approval document (***as provided by the Planning and Zoning Department***) in the Monroe Land Records. The applicant shall be responsible for providing a copy of said recording, showing all marks of recording to the Planning and Zoning Department.

3. No **Zoning Permit or Building Permit** relating to this Approval shall be authorized or issued until the recording as set forth above has been completed and copies thereof as recorded have been provided to the Planning and Zoning Department. Consistent with CGS §8-3c(b) and Zoning §7.4.1A and §8.1.6(A), this Approval shall be effective for the purpose of obtaining zoning and building permits upon the recording of this Resolution as signed by the Commission Chair in the Monroe Land Records as set forth herein.

- Adherence with the standards and requirements per the pre-construction meeting {Report of Pre-Construction Meeting) and any subsequent construction meetings and inspections.

B. CONTINUING CONDITIONS OF OPERATION FOLLOWING AUTHORIZED OCCUPANCY/USE

The following shall be adhered to as conditions of operation following acceptance pursuant to a ZED Permanent Certificate of Zoning Compliance and Building Department Certificate of Occupancy/Completion:

1. All related permits and approvals shall be maintained as current throughout the duration of use. The premises and improvements shall be maintained in good working order and shall be regularly maintained to function as designed in a neat and orderly manner, free of debris, sediment and litter.
2. Any internal building division, change in use or change in occupant {including a change in ownership) of the premises and/or individual tenant spaces shall require the prior issuance of a Certificate of Zoning Compliance from the ZEO and/or an amended or new Commission approval as may otherwise be required by the Monroe Zoning Regulations.
3. Appropriate measures shall be maintained to ensure snow removal so there is no plowed snow stored within travel lanes, parking spaces or over landscaping to its detriment. No snow shall be plowed into or upon any abutting street right-of-way.
4. Permitted parking and loading shall occur completely on-site, and shall be restricted to designated areas of the site. No unauthorized on-site parking or storage shall be permitted. There shall be no on-site overnight parking or storage of non-facility vehicles. No driveway, parking or landscape area shall be utilized for outdoor storage, sale or display of merchandise, equipment, refuse, recycling, donations or other purposes. There shall be no construction vehicle or equipment parking or storage on the premises, nor any storage of building or construction materials beyond that used to complete the project; upon completion any such storage shall be removed. All parking and loading areas shall be maintained to ensure an adequate surface treatment and positive drainage.
5. No new or changes to exterior signs, lighting or other materials or devices shall be permitted to be installed, supported, hung, flown or otherwise attached to site buildings, structures, lights or site grounds or vegetation without prior authorized approval and permit.
6. Consistent with the signed Site Plans, site landscaping and vegetation shall be maintained in a healthy growing condition; and dead, damaged or diseased landscaping shall be replaced promptly.

7. Subsequent changes to the appearance, coloring or physical dimensions, rooflines, materials, trim or facades of the site buildings, accessory uses and structures, fencing, signs, lights and other accessory site improvements relating to the operations and functions of the site use shall require separate prior authorized review and permit.

C. ACCEPTANCE/ CHANGES/ COMPLIANCE/ EXPIRATION

1. Applicant/Owner Acceptance.

- All representations by the applicant/owner and their representatives and discussion reflected in the Commission meetings record shall be binding upon this Approval and are incorporated herein by reference, except to the extent as may have been modified herein by the Commission in the issuance of this Approval.
- This Approval and all required modifications and requirements specified herein shall be binding upon the applicant/owner, and any heirs, assigns and/or successors, as well as the subject property and premises, unless otherwise amended by a subsequent act of the Commission.
- The acceptance of this Approval by the applicant/owner shall be evidenced by completion of the required recordings and filings set forth herein, indicating agreement that said Approval is contingent upon strict compliance with Town Regulations and all modifications and requirements set forth herein and on the signed Site Plans.

2. Changes. Any additions or changes to the approved land uses, site activities, occupants, occupancy, tenancy, the Site Plans, the site and site improvements, systems or facilities thereon, shall require prior review and authorized approval and permit.

3. Approval Compliance. Failure to maintain compliance with any specified requirement of this Approval shall constitute a violation of the terms of this Approval and a violation of the Zoning Regulations, enforceable and subject to any and all remedies prescribed by applicable State and local laws, including but not limited to the ordered suspension of the use of the premises in full or part until such time as the failure or noncompliance has been satisfactorily resolved, and/or the revocation of said Approval or the revocation of any issued Zoning or Building Permits or Certificate of Zoning Compliance or Certificate of Occupancy/Completion.

4. Expiration. This Approval shall expire and be null and void without further written notice as set forth above on **Page 1** unless all improvements, including landscaping, are completed consistent with the signed final Site Plans. The Commission may grant one or more extensions of time to complete said improvements, not to exceed an additional five (5) years. Any request for an extension shall be submitted to the Commission in writing in a timely manner prior to the expiration date for which an extension is requested (a minimum of forty-five (45) days prior is recommended) and shall state the reasons and circumstances for the requested extension. In considering any such request, the Commission may require a public hearing and shall review the adequacy of any held bond. This project will be deemed complete when a Permanent Certificate of Zoning Compliance and Certificate of Occupancy/Use have been obtained consistent with this Resolution of Approval and the signed final Site Plans, provided continual zoning, building, health and fire safety code compliance are maintained.

RECEIVED FOR RECORD
Jun 06 2022 09:26:28A
Tida V. Stone
TOWN CLERK
TOWN OF CT



TOWN OF MONROE

OFFICE OF INLAND WETLANDS

7 Fan Hill Road
Monroe, CT 06468
Phone: 203-452-2812
www.monroect.org

CERTIFIED MAIL RETURN RECEIPT REQUESTED 7019 1640 0001 0303 1990 AND REGULAR MAIL

NOTICE/CERTIFICATE OF DECISION

September 22, 2021

Stantec
c/o Antonio Dicamillo
55 Church Street, Suite 601
New Haven, CT 06510

Re: Application No. IWC-2021-10, (File No.1383) Phase II Housatonic Valley Rail Trail Project
Application Type: Public Hearing
Location of site: Maple Drive through Wolfe Park

Date of Approval: September 22, 2021

Condition A Deadline: June 19, 2022

= -Y ear Expiration Date: September 22, 2026

WHEREAS, the Monroe Inland Wetlands Commission (hereinafter referred to as "Commission") has considered an application by Scott Schatzlein, P.E., (Project Manager); and Antonio DiCamillo, Stantec (Representative); Kenneth Kellogg, First Selectman Town of Monroe (Owner) for proposed project that consists of design and construction of the Housatonic Valley Rail-Trail Phase II in Monroe, CT. A 10' wide stone dust trail will begin at the southerly side of the existing pedestrian bridge over the West Pequonnock River (just south of Maple Drive), and will continue north behind the Public Works Facility, across Purdy Hill Road, and through portions of Wolfe Park, until it reaches the existing trail segment located at the north end of the Wolfe Park entrance drive off Purdy Hill Road. The total trail length is approximately 4,600 linear feet.

WHEREAS, the Commission received the following Application Submissions:

- Town of Monroe Inland Wetlands Application, received 7/28/21
- Project overview, received 7/28/21
- MetroCog Legend map, received 7/28/21
- Wetland soil & flagging report, by Ann McMenemy Senior Wetland Scientist, Stantec, received 7/28/21
- Perna maps, received 7/28/21
- CT Department of Energy & Environmental Protection Statewide Inland Wetlands & Watercourse Activity Reporting Form, received 7/28/21
- List of Abutters with 100', received 7/28/21
- Exhibits one (1) through two (2) as referenced and entered into the record during the public hearing.

WHEREAS, upon considering the above listed submission data and respective testimony at a duly noticed Public Hearing, which opened and adjourned on September 8, 2021, and continued and closed on September 22, 2021. Upon deliberating and voting on September 22, 2021 the Commission made the following determination (**FINDINGS**):

- The proposed project provides passive recreation, environmental awareness and public education
- The proposed improvements represent the most feasible and prudent alternative to project development within regulated areas.
- The Commission finds that the submitted application materials are consistent with the requirements as set forth by the current Town of Monroe Inland Wetlands and Watercourses Regulations and the Inland Wetlands and Watercourses Act, pursuant to sections 22a-36 to 22a-45 inclusive of the Connecticut General Statutes as amended;
- The applicant has presented un-contradicted expert evidence that the activities as proposed in this application pose no adverse impact to the regulated areas.

NOW THEREFORE BE IT RESOLVED, based on the above, the Commission, upon motion by Commissioner Stewart and seconded by Commissioner Hall, voted six (6) in favor and zero (0) in opposition to **Approve** the above referenced application submissions, including and/or contingent on Exhibits

Vote:

Keith Romano	Aye
Lois Spence	Aye
Jim Stewart	Aye
Ross Mastorocco	Aye
Clark Gingras	Aye
B. J. Hall	Aye

For the Commission:

Keith Romano, Chair

FURTHERMORE, the Commission required that this approval be subject to the following:

(A) Conditions to be addressed within 270 days of the Date of Approval (09/22/21 + 270 days= 06/19/22) or this approval/permit becomes null and void (subject to the ** "Extension of Time" provision below):

1. The applicant shall submit one (1) complete set of final Plans (full size 24" x 36") for review *b;r* the Town Engineer and Inland Wetlands Agent to include the following revisions:
 - Enhanced Landscape plans to include recommendations of the Parks Department Master Gardnrer
 - Said plans shall be submitted to the Planning & Zoning Commission for their consideration and approval
1. Filing of Final Inland Wetlands Commission Approved Plans:
Upon satisfactory revision of the final Plans as required above, the applicant shall submit five (5) complete sets of certified plans (full size 24" x 36") for the authorized endorsement of same by the Commission Chair.

** Extension of Time: The Applicant may request an extension of time. The Commission must receive a written time extension request (showing good cause as to why an extension should be granted) prior to the expiration of the initial 270 days. **Upon** receipt of said timely request, the Commission may grant a limited time extension if the Commission determines, in its sole discretion that granting the request would be consistent with the Act and Municipal Ordinances.

(B) Timing, Expiration and/or Transfer of Approval/Permit:

1. In accordance with Connecticut General Statutes, Section 8-3 (i), and the Town of Monroe Inland Wetlands and Watercourses Regulations, Section 11.7, any and all work associated with this approval

must be completed within five (5) years of the date of approval (meeting date of vote). Up to ~~one~~ additional five (5) year extension may be requested in writing prior to expiration. **However, if work doesn't commence until sometime within the five (5) year extension period, the applicant shall first submit a schedule detailing needed work to verify that there will be enough remaining time to complete all requirements prior to the expiration date.**

2. A "Permit" resulting from and relating to the aforementioned "approval" will be issued upon addressing all the conditions listed under this Approval, sections... *"(A) Conditions to be addressed within 270 days of the Date of Approval"*. Note that in some cases, said "Permit" may essentially be the final E.ccepted drawings stamped, signed, and dated by the Commission Chairman.
However, the issuance of a permit does not allow for work to commence. Work shall only commence upon the issuance of a Permit by satisfactorily addressing all conditions listed under this Approval, sections... '(A) Conditions to be addressed within 270 days of the Date of Approval. "(BJ CoRditions to be addressed prior to construction' :... and once all other associated State, Federal, and/or Local permits and/or approvals have been procured and associated permits issued and/or authorizations for construction provided.
3. This permit is not transferable unless: the new owner provides the Commission with a signed acknowledgement that he or she understands and accepts the conditions of approval, a new replacement bond is established by the new owner, or an agreement between the original and new owner is provided, verifying that the original owner will still be responsible for meeting the conditions of approval.

(C) Conditions to be addressed (in the order listed) prior to construction (issuance of an IWC PERMIT - *said permit will be in the form of a permit document, and/or final stamped/signed plans*):

1. Address all above listed conditions.
2. Verification of easements must be provided, if applicable
3. Issuance of Building Permit, if applicable.
4. The original Notice of Decision must be filed on the land records in the Town Clerk's office. The applicant will obtain the said original Notice from the Inland Wetlands Department. A copy of said recording, showing all marks of recording, shall be provided to the Inland Wetlands Department by the applicant.
5. A pre-construction meeting shall take place with the Wetland Agent prior to any disturbance or alteration to the site. This includes any tree or brush removal. Pre-construction meetings shall not be held until the final plans (as detailed above) have been signed by the Town and building permit has been issued (where applicable).

(D) Conditions to be addressed prior to the issuance of a Certificate of Compliance

1. All work shall be substantially complete.
2. Address all above listed conditions.
3. An As-Built plan must be provided (progress print at this stage). Said As-Built must be superimposed on the original approved layout plan (to be shown in red or varied shading), and have adequate information to verify that all work was completed in compliance with this approval.

(E) Standard Requirements:

- I. Regulated activities herein shall be implemented by the permittee in accordance with the timing, location, duration, and intent proposed and approved by the Commission.

2. Sedimentation and erosion control measures must be installed prior to any commencement of site activity. Said measures must be regularly inspected prior to and subsequent to major storm events and maintained during construction and properly removed with all affected land restored prior to requesting final inspection. An authorized representative, responsible for all sedimentation and erosion control measures, must be registered with the Town Inland Wetlands Office, Public Works Office and Police Department in addition to being listed on the drawings (include a name, address, business telephone number, off-hours telephone number and other pertinent contact information). All sedimentation and erosion control measures must be provided and installed in accordance with the Connecticut State Department of Energy and Environmental Protection (DEEP) Guidelines for Soil Erosion and Sediment Control dated 2002, or as updated. In constructing the authorized activities, the permittee shall implement such management practices consistent with the terms and conditions of the permit as needed to control storm water discharges and to prevent erosion and sedimentation and to otherwise prevent pollution of wetlands and watercourses.
3. If a bond is not required as a specific condition of approval, the posting of a cash (bank check) or letter of credit may be required at any time during construction by the Inland Wetlands Commission, Inland Wetlands Agent and/or the Town Engineer for erosion controls or any approval requirements and/or Wetland mitigation measures, in an amount to be recommended by the Town Engineer and accepted by the Commission. Once work is complete, a request for bond release must be provided in writing.
4. In the event an appeal is taken from this decision, the applicant shall provide the Commission with three (3) sets of all plans, reports and documents that were submitted for the application within thirty (30) days.
5. Heating oil tanks shall not be buried anywhere on the property.
6. Plant species listed on the most current DEEP publication entitled "Non-native Invasive and Potentially Invasive Vascular Plants in Connecticut" shall not be introduced on the site.
7. The Applicant shall notify the Wetland Agent at least 48 hours prior to starting any work (including, but not limited to, grading or stumping) and upon completion of work.
8. The applicant shall submit any changes of the approved plans with a written request for permit amendment(s). The Commission and/or its Agent shall determine if said changes are acceptable under the permit or if a new application is required.
9. All work and all regulated activities conducted pursuant to the authorization shall be consistent with the terms, intent, and conditions of this permit. All structures, equipment, material, excavation, fill, clearing, encroachments, and activities not specifically identified and authorized herein shall constitute a violation of the permit. This may result in the modification, suspension, or revocation of the permit.

THIS APPROVAL IS HEREBY ISSUED WITH THE FOLLOWING STATEMENTS, CLARIFICATION OF STANDARDS, CONDITIONS, AND PROCEDURAL REQUIREMENTS:

THIS APPROVAL IS NOT AN AUTHORIZATION TO START CONSTRUCTION.

If there are any questions relative to the conditions of approval, please call the Town prior to submitting the revised plans. This will avoid costly and time consuming revisions and reviews, therefore, expediting the process for you.

This Commission has relied in whole or in part on information provided by the applicant and if such information subsequently proves to be false, deceptive, incomplete or inaccurate, the permit may be modified, suspended or revoked.

This approval is subject to compliance with any and all Inland Wetlands Regulations of the Town of Monroe in addition to all other applicable Local, State and Federal requirements.

This approval does not derogate any present or future rights or powers of the Inland Wetlands Commission or the Town of Monroe, and conveys no rights in real estate or material nor any exclusive privileges, and is further subject to any and all public and private rights and to any federal, state, and municipal laws or regulations pertinent to the subject land or activity.

If the activity authorized by this approval also involves an activity which requires zoning or subdivision approval, special permit, variance or special exception under sections 8.3(g), or 8-26 of the Connecticut General Statutes, no work pursuant to the wetland permit may begin until such approvals are obtained.

Violations of this approval (permit to be issued) may result in termination of associated tax abatements if applicable, as per Town Code, Section 470-30.

Variations from the approved plans must be addressed/discussed with the appropriate Town staff during construction with the resolution and verification of same documented in writing.

This decision is consistent with the purposes of the Monroe Inland Wetlands and Watercourses Regulations which are designed to protect the citizens of the town of Monroe by providing a balance between the need for growth, development and enjoyment of the natural resources of Monroe with the need to protect its environment and ecological stability.

This approval letter may also serve as the Inland Wetlands Commission's Report to the Planning and Zoning Commission (where applicable). Planting plan should be robust.

-End-

cc: Planning & Zoning Commission
Rick Schultz, Town Planner



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
NEW ENGLAND DISTRICT, CORPS OF ENGINEERS
696 VIRGINIA ROAD
CONCORD, MASSACHUSETTS 01742-2751

20 December 2021

Regulatory Division
File Number: NAE-2021-02899

Scott Shatzlein
Town of Monroe
7 Fan Hill Road
Monroe, CT 06468

Dear Mr. Shatzlein:

PROPOSED WORK/LOCATION: Multi-use trail, Monroe CT.

We have reviewed your proposal to perform work within Corps of Engineers jurisdiction. We have assigned this file number NAE-2021-02899. Please reference this number in any future correspondence with us.

Since your project may have only minimal individual and cumulative impacts on waters and wetlands of the United States, it is authorized by the Corps of Engineers under the Connecticut General Permits (GPs). This authorization does not obviate the need to obtain other federal, state, or local approvals. You are responsible for ensuring that the work meets the terms and conditions of the CT GPs. We have recorded this project as permittee self-verification of the CT GPs in our database.

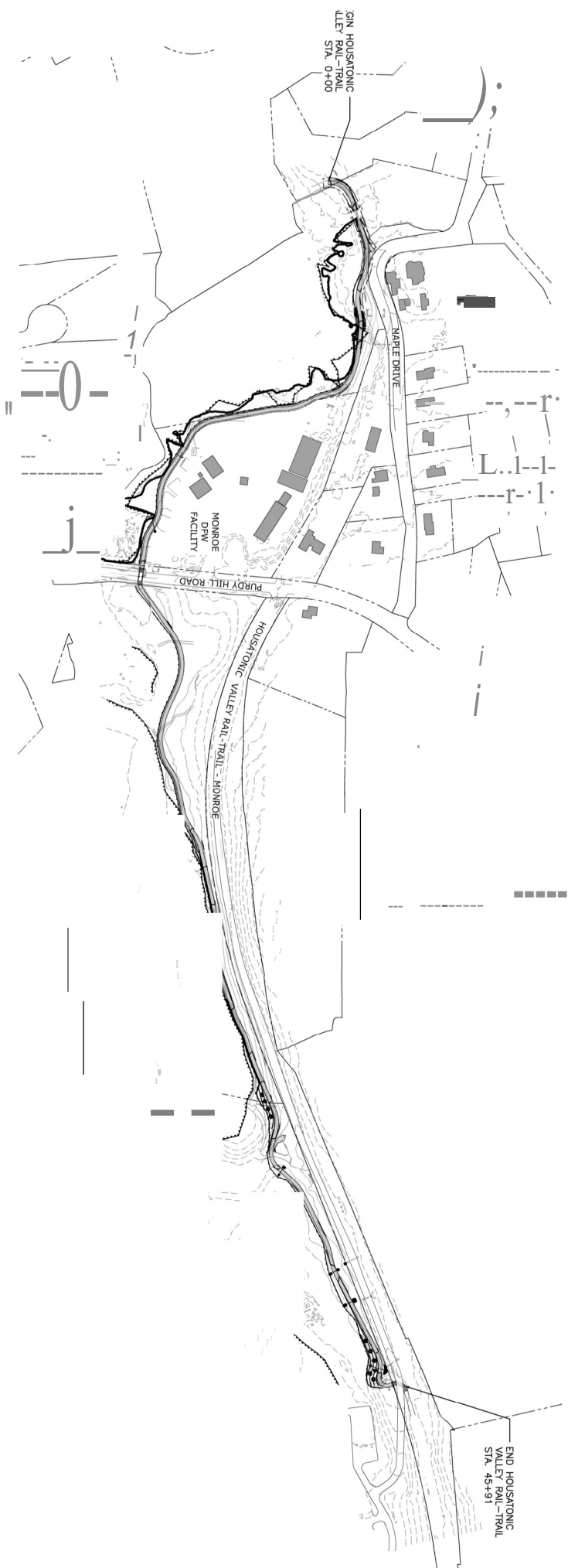
Please contact me at (978) 318-8703 if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Kevin R. Kotelly". The signature is written in a cursive style with a large, looping "K" and "y".

Kevin R. Kotelly, P.E.
Chief, Permits & Enforcement Branch
Regulatory Division

Enclosure (plans)



HOUSATONIC VALLEY RAIL-TRAIL - PHASE II
LOCATION MAP

October 8, 2021

Mr. Antonio DiCamillo
Stantec
55 Church Street
Suite 601
New Haven, CT 06510

Re: End-of-Fieldwork Memorandum
Phase II Site Examination Survey
Housatonic Valley Rail-Trail Multi-Use Trail
Connection Sections II and III (Maple Drive into Wolfe Park)
Monroe, CT

Dear Mr. DiCamillo:

The proposed project includes the construction of a new, 4500-foot-long trail, inclusive of an existing bridge over the West Branch of the Pequannock River. The trail will be constructed with processed stone and/or tailings for its wearing surface; tree-clearing, fencing, retaining walls, landscaping, drainage, grading and roadway crossing will also occur.

According to the Connecticut Department of Transportation (CTDOT) Environmental Review Form,¹ the project's Area of Potential Effects (APE) has moderate to high archaeological sensitivity, with a recorded archaeological site, the Stepney Depot and Mill Site (Site 85-2), located at the southern end of the APE. This site, recorded and reported to the Connecticut State Historic Preservation Office (SHPO) and Office of State Archaeology (OSA) in 1992, includes the remains of a dam, a bridge abutment, the foundation of a railroad depot associated with the Housatonic Rail Line and other buildings, and remnants of earlier grist, saw and plaster mills.

Based on the presence of a recorded historic-period site in the APE, as well as the area's proximity to the Pequannock River's west branch, undisturbed portions of the APE were assessed by CTDOT as likely to be sensitive for pre-colonial Native American sites as well as historic-period sites. The CTDOT observed that "the majority of the proposed trail appears to be located in undisturbed soils," and therefore recommended that a Phase I Archaeological Survey be conducted to determine whether archaeological resources are present in the APE.

In addition to Site 85-2, CTDOT observed the remains of a concrete and masonry dam located in proximity to the proposed trail and recommended that the trail construction avoid impacting these features.

¹ Environmental Review Form, January 25, 2017, Project No. L084-0001, Monroe, Connecticut, memorandum, from Mark W. Alexander to Hugh H. Hayward, CTDOT.

Summary of Phase I Archaeological Reconnaissance Survey Testing Results

A single line, or transect, of 51 shovel test pits (STPs) (labeled T1-1 through T1-51) (Figure 1) was excavated along the proposed trail in areas identified as sensitive after a walkover survey. In three STPs where artifacts were recovered, four test pits were excavated in cardinal directions two meters from the original findspot test pit (12 total “array” test pits). A total of 63 test pits were excavated in the survey.

Three test pits tested positive for artifacts. At STP T1-51, one quartz flake distal fragment at 25 centimeters below surface (cmbs) in A_p (plowzone) soils was recovered. Four array test pits excavated around T1-51 failed to produce any cultural materials. Test pit T1-36 yielded one gray-green hornfels biface fragment at 5-60 cmbs in Alluvium 3/Wetland I soils. Three of the array test pits were devoid of artifacts; while array test pit T1-36-S contained two freshwater mussel (*Elliptio complanata*) hinge fragments, these shellfish fragments are probably not cultural. Six non-cultural freshwater mussels (*Elliptio complanate*) were also recovered from STP T1-35. At STP T1-34, two bifacial retouch chert flakes were recovered between 20-30 cmbs from plowzone soils. All four array STPs tested positive for artifacts. In total, 13 lithic artifacts were recovered from test pit T1-34 and its four array test pits, including two recovered from intact B₁ subsoil.

Based on the recovery of the 13 lithic artifacts including the two bifacial retouch flakes from T1-34, plus the single hornfels biface fragment from test pit T1-36, AHS determined that these finds represent a pre-colonial Native American site of unknown date and size (Site 85-25). AHS recommended a Phase II Intensive Survey at this site in order to collect sufficient data to enable the conclusive determination of the site’s eligibility for listing in the National Register of Historic Places.

Phase II Testing Results

A single line of 13 STPs (labeled N20E20 through N110E13), running in a north-to-south direction was excavated within the APE at 5-meter intervals (Figure 2). In addition, a 1x1 meter excavation unit (N69E14) was excavated in the area of highest artifact concentrations from the Phase I survey (N70E15/STP T1-34).

One distal primary reduction quartz flake fragment was recovered from the plowzone at 30-40 cmbs in buried plowzone soils in STP N90E15. One large utilized quartz flake, which may have also been a preform or early-stage biface, was recovered in B₁ subsoil between 43-50 cmbs in STP N95E15. This artifact is culturally and temporally undiagnostic. All other STPs were sterile.

Twelve flakes were recovered from the 1x1 excavation unit. Six chert flakes were recovered from the plowzone consisting of two bifacial retouch flakes, two medial flake fragments, one microflake and one microflake fragment. Six flakes were recovered from the subsoil between 25-30 cmbs. Three of the flakes were proximal bifacial retouch fragments made on chert, while one was a quartzite microflake with a bifacial platform. One bifacial retouch flake made on quartz and one unifacial retouch flake made on crystal quartz was also recovered. No features were observed in the EU or the STPs and no culturally or temporally diagnostic artifacts were recovered during the Phase II survey.

The survey results indicate that Site 85-25 does not meet the criteria for eligibility for inclusion in the National Register of Historic Places. No further archaeological investigations are recommended within the APE, although if project plans change, additional work might be needed to determine any impacts to unknown subsurface cultural resources.

Should you have any questions, please do not hesitate to contact me.

Sincerely,


Mary G. Harper
President

MGH/rlb
Enclosure
Via email

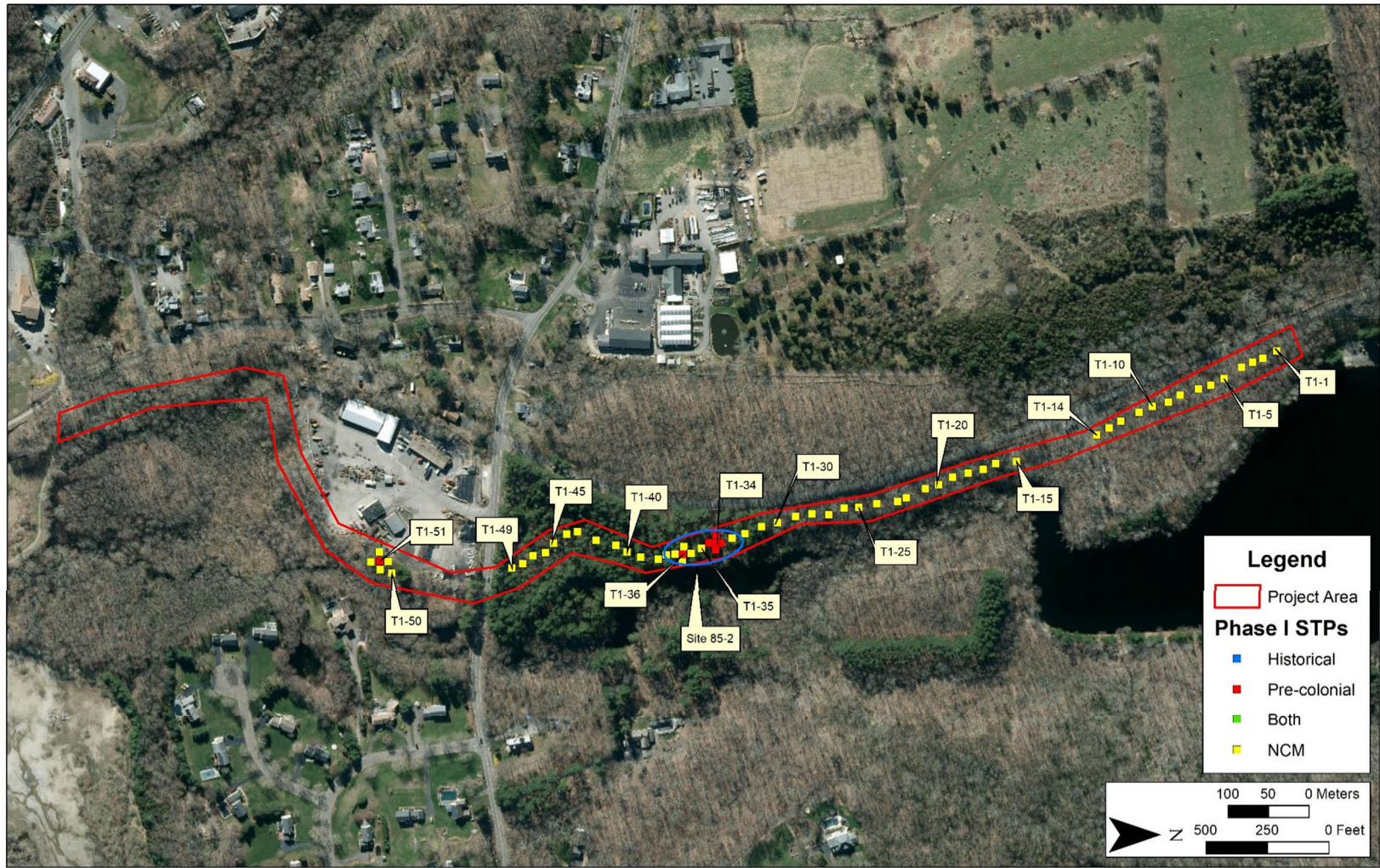


Figure 1: Phase I testing results. Blue oval represents the boundaries of the site.

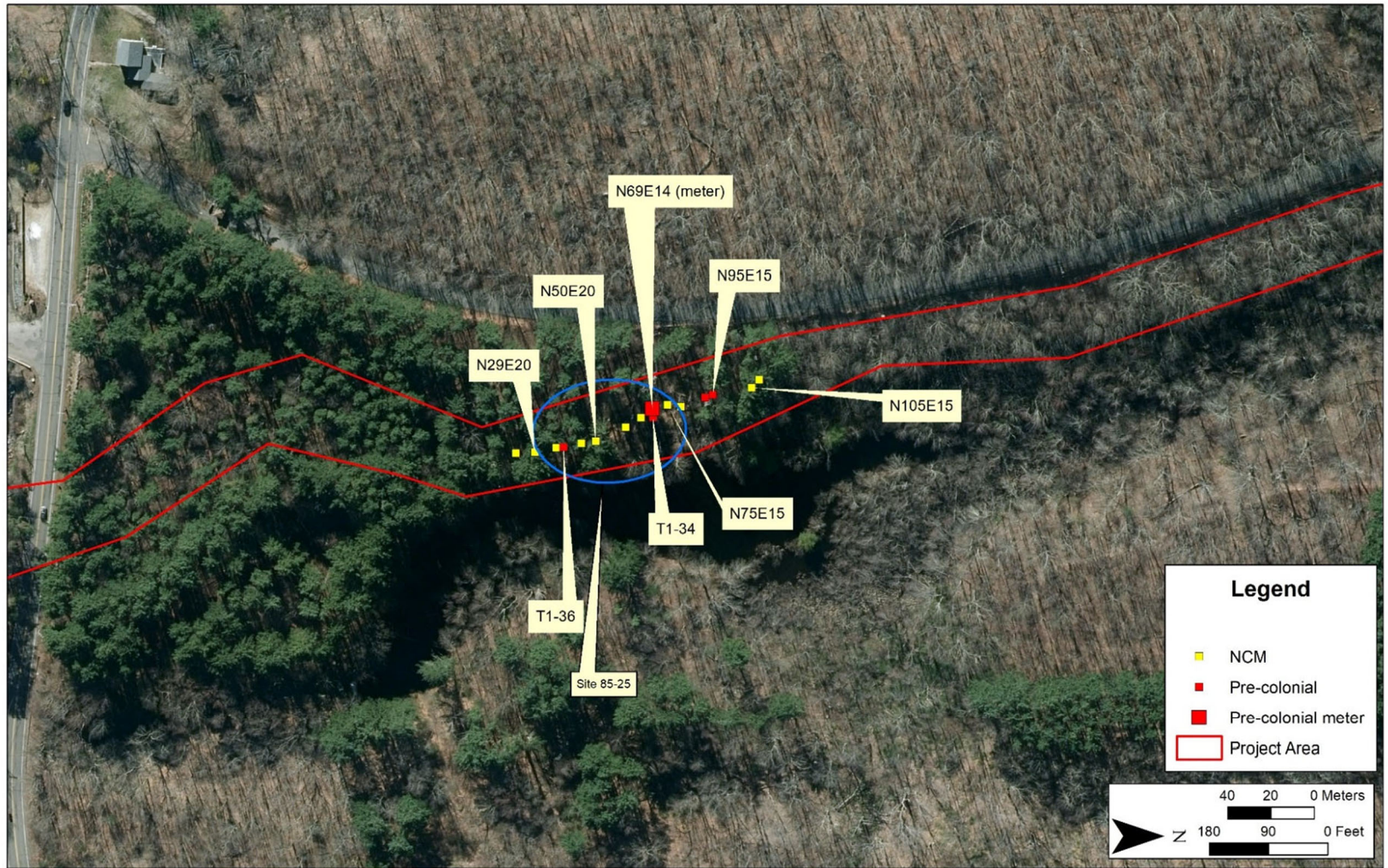


Figure 2: Phase II testing results. Blue oval represents the boundaries of the site. Note: STPs T1-36 and T1-34 from the Phase I survey are displayed to more easily compare the map to Phase I results in Figure 1. Larger red square represents the excavation unit.

Appendix A
Environmental Drawings and Specifications

SEE PLANS AND SPECIFICATION SECTIONS