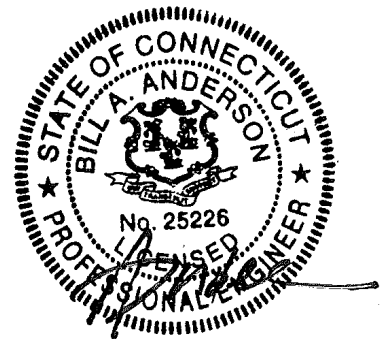


TOWN OF SIMSBURY, CONNECTICUT

**PROJECT MANUAL
FOR
BLOOMFIELD-TARIFFVILLE
MULTI-USE TRAIL CONNECTOR PROJECT
SIMSBURY / BLOOMFIELD, CONNECTICUT**

**Town Bid # 22-01
STATE PROJECT NO. L128-0001**

**Project Manual
Volume 1**



Issued: May 2022

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INVITATION TO BID

BLOOMFIELD-TARIFFVILLE MULTI-USE TRAIL CONNECTOR SIMSBURY / BLOOMFIELD, CONNECTICUT

PUBLIC BID NO. 22-01

The Town of Simsbury is pleased to invite qualified Contractors to bid on the construction of ***“Bloomfield-Tariffville Multi-Use Trail Connector”***. The project is approximately 0.87 miles of paved 10 foot wide recreational trail, intersection improvements and related work. The project begins approximately 600 linear feet west of State Route 189 and connects to an existing multi-use trail in Bloomfield. The trail then continues north along State Route 189 for approximately 0.75 miles to the intersection with Main Street in Tariffville. Included in the project are drainage improvements, a landscaping buffer along the trail route, intersection improvements and traffic signal modifications at the intersection of State Route 189/ 315 (Elm Street), sidewalk improvements, and the installation of bike racks and construction of retaining wall at the northern terminus of the multi-use trail.

Sealed Bids for “Bloomfield-Tariffville Multi-Use Trail Connector” will be received by the Town of Simsbury at the office of the Finance Department, 933 Hopmeadow Street, Simsbury CT until **10:00 a.m. on May 26, 2022**. At this time, Bids will be opened and publicly read aloud. Emailed bids, faxed bids, or bids received after the stated time will not be considered.

A non-mandatory pre-bid conference will be held at 1:00 p.m. on May 10, 2022, at Simsbury Department of Public Works, 66 Town Forest Road, West Simsbury, CT 06092, followed by a re-assembly of the conference at the project site, if warranted.

The Town reserves the right to reject any or all Bids, or to accept any Bid, should the Town deem it to be in the best interest of the Town.

Documents can be obtained from ARC Document Solutions | CT, 17 Talcott Notch Road, Farmington, CT 06032, office 860.677.8817. fax 860.677.6504. Bid documents can be viewed from an online plan room prior to placing an order from the following website: <http://www.e-arc.com/location/farmington/> at Planrooms/Order from PlanWell. Bid documents can also be downloaded from the Town’s website at <https://www.simsbury-ct.gov/finance/pages/public-bids-and-rfp>. Documents will be available beginning on May 2, 2022. Bidders must call ARC Document Solutions | CT to order a hard copy of the documents prior to pick up or to request delivery.

Bid Security in the amount of 5 percent (5%) of the Bid must accompany each bid, in accordance with the Bid Instructions and Information. The successful bidder will be required to furnish Performance and Labor and Materials Payment bonds, each in amount equal to 100 percent (100%) of the contract price.

No Bidder may withdraw his Bid within 90 days after the actual date of the opening thereof.

Pursuant to CGS §31-53, the successful bidder will be responsible for paying prevailing wages, as determined by the Connecticut Department of Labor, and included in the Bid Documents, in association with this project.

The Town of Simsbury is an Affirmative Action/Equal Opportunity Employer. MBE's, WBE's and SBE's are encouraged to apply.

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.

The anticipated state funding contribution for this project is \$1,517,400.

Any questions regarding the proposed work should be addressed, in writing, to: Mr. Thomas J. Roy, Director/Town Engineer, at troy@simsbury-ct.gov. Questions will not be entertained past 3:00 p.m., May 20, 2022, and responses will be posted via addendum.

Amy Meriwether

Director of Finance/Treasurer

Town of Simsbury

BID INSTRUCTIONS AND INFORMATION

BLOOMFIELD -TARIFFVILLE
MULTI-USE TRAIL CONNECTOR
SIMSBURY / BLOOMFIELD, CONNECTICUT
STATE PROJECT NO. L128-0001
PUBLIC BID NO. 22-01

ARTICLE 1 - GENERAL

1.01 **Owner:** The Owner of the subject Project is the Town of Simsbury and the Town of Bloomfield, (a.k.a. the “Town”), acting through the Simsbury Town Manager, as CEO, and any officials or agents of the Town as may be duly authorized or designated by the Simsbury Town Manager, the Contract for the subject Project, the Charter of the Town, or any applicable Ordinance or Regulation of the Town, and to the extent of their applicable authority.

1.02 **Right to Accept or Reject:** The Town of Simsbury reserves the right to accept or reject any or all bids, in whole or in part, and to invite proposals, as best serves the interests of the Town, to waive any irregularities and/or errors in the bids; and the Town reserves the right to, where anticipated funding is not available at anticipated levels or as otherwise may be in the public interest, indefinitely delay, rebid, or cancel the Project.

1.03 **Subject Project:** These “Bid Instructions and Information” and all associated Bid Documents are for the Town Project entitled “BLOOMFIELD –TARIFFVILLE MULTI-USE TRAIL CONNECTOR”, (a.k.a. the “Project”). A brief description and location of the Project can be found in the Invitation for Bids; the Project is described, located and specified in more detail in the remainder of the Bid Documents.

1.04 **Issuing Office:** The Bid Documents for the subject Project are issued by the Finance Department, (a.k.a. the “Issuing Office”), 933 Hopmeadow Street, Simsbury, CT 06070, which office shall also administer the bid process, on behalf of the Town agency responsible for the project. The primary contact is the Amy Meriwether, Director of Finance / Treasurer, (phone) 860-678-3282, (email) ameriwether@simsbury-ct.gov.

1.05 **Administering Office:** Except for the bid process, the subject Project shall be administered by the Simsbury Department of Engineering, acting through the Town Engineer, (a.k.a. the “Administrative Officer”), or his authorized designee. The primary contact is Thomas J. Roy, Director/Town Engineer, (phone) 860-658-3222, (email) troy@simsbury-ct.gov.

1.06 **Non-Mandatory Pre-Bid Conference:** A non-mandatory pre-bid conference will be held on May 10, 2022, at 1:00 pm at Simsbury Department of Public Works, 66 Town Forest Road, West Simsbury, CT 06092.

1.07 **Bid Due Date and Time:** In order to be considered, qualifying sealed bids must be submitted to, and received by the Issuing Office, at the address stated above, no later than 10:00 a.m. on May 26, 2022. Emailed, faxed or bids received after the stated time will not be considered.

1.08 **Contract Time of Completion:** The Contractor shall have 240 days subsequent to the date of commencement of Contract Times as set forth in the Notice to Proceed to bring the Contract Work to Substantial Completion.

1.09 ***Prevailing Wages:*** Pursuant to CGS §31-53, The successful bidder will be responsible for paying prevailing wages, as determined by the Connecticut Department of Labor, and included in the Bid Documents, in association with this project. See the Supplemental Contract Provisions for additional information.

1.10 ***Liquidated Damages:*** Time is of the essence for the Project and the Owner will suffer financial and other losses if the Project Work is not completed within the times specified in Paragraph 1.08 above, plus any extensions thereof allowed in accordance with the Contract. Also, there will be delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Contract Work is not completed on time. Accordingly, instead of requiring any such proof, the Owner has stipulated that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the Owner \$1,200 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 1.08.A above for Substantial Completion until the Work is substantially complete.

1.11 ***Terms Used:*** The terms used within the Bid Documents shall be interpreted as set forth in Section 1 of the General Conditions.

ARTICLE 2 - BID DOCUMENTS

2.01 The complete set of the Bid Documents are enumerated in the list below, provided that any Addenda issued by the Town prior to the Bid Opening shall become part of the Bid Documents upon issuance. Said list provides the name of the subject document, or grouping of documents, and, in parentheses following the name, the location within the Bid Document set where the subject document may be found. It can be presumed that the title (as listed below) of any particular document that was created by or on behalf of the Town specifically for the subject project will be prefaced with or followed by the words “BLOOMFIELD –TARIFFVILLE MULTI-USE TRAIL CONNECTOR” on the actual document.

1. Invitation to Bid (Project Manual, Volume 1)
2. Bid Instructions and Information (Project Manual, Volume 1)
3. General Conditions for Public Construction Contracts (Project Manual, Volume 1)
4. Supplemental Contract Provisions (Project Manual, Volume 1)
5. Non-Town Agency Required Provisions and Forms (Project Manual, Volume 1)
 - a) Applicable Executive Orders
 - b) State of Connecticut Prevailing Wage and Labor Information
 - c) Non-Discrimination and Affirmative Action Provisions
 - d) State Funded Projects – Additional Requirements
6. Project Technical Specifications (Project Manual, Volume 2)
7. Improvement Plans for Bid (separate attachment)
8. Template Form of the Contract Agreement (separate attachment)
9. Form of the Bid Submittal Package (separate attachment)
 - a) Bidder Qualifications Statement
 - b) Bid Form

2.02 The Bid Documents can be obtained from ARC Document Solutions | CT, 17 Talcott Notch Road, Farmington, CT 06032, office 860.677.8817. fax 860.677.6504. Bid documents can be viewed from an online plan room prior to placing an order from the following website: <http://www.e-arc.com/location/farmington/> at Planrooms/Order from PlanWell. Documents will be available beginning on May 4, 2021 and can be viewed in the Public Planroom. Bidders must call ARC Document Solutions | CT to order a hard copy of the documents prior to pick up or to request delivery. Prospective Bidders are also strongly encouraged to register with the State of Connecticut Department of Administrative Services in order to assist in their assurance of receiving Addenda concerning the Project in a timely manner during the bidding process. All addenda will be posted on the Town and State DAS websites; no addenda will be mailed. **The Town is not responsible for ensuring that Prospective Bidders receive any Addenda issued.**

2.03 The Town may make all or any portion of the Bid Documents available on-line at any other location or via any other means as may be deemed advantageous by the Town.

2.04 Each Bidder submitting a Bid Proposal is solely responsible for preparing such proposal based on, and in accordance with, the complete set of Bid Documents, on its understanding of the Project Site and on its own appropriate knowledge, experience and expertise in performing similar work and producing similar product as of that contemplated by the Bid Documents, and as may be necessary for successful completion of the same.

2.05 The Town, in issuing and making the Bid Documents available on the above terms, does so only for the purpose of obtaining Bids for the Project Work and does not confer or grant license of any manner for any other use.

ARTICLE 3 - EQUAL EMPLOYMENT OPPORTUNITY

3.01 Prospective Bidders are hereby notified that the Town is committed to the principles of equal employment opportunity for minority group persons and women in all contracts, including the bidding process, for the purchase of labor and materials, supplies or services, including bank depository and professional services.

3.02 In keeping with the above stated policy, the Bidders attention is directed to the appropriate provisions of the Supplemental Contract Provisions for further information regarding the obligations, responsibilities, and requirements of the Contractor with respect to equal employment opportunity with respect to this Project.

ARTICLE 4 - PREPARATION OF THE BID PROPOSAL

4.01 The Bid Proposal, (a.k.a. the "Bid") shall be completed in full, including all required accompanying information, on the forms provided in the Bid Proposal Submittal Document and including any additional sheets as may be requested or appropriate. All written information shall be in typewritten form or printed in ink. All blanks shall be completed, all questions shall be answered, and all requested information shall be provided. Alterations or corrections on the final submitted Bid shall be crossed out with a single horizontal or diagonal line, in ink, and initialed, in ink, by the signer of the Bid. The Bid shall be signed in ink.

4.02 ***Bidder Qualifications:*** To demonstrate qualifications to perform the Work, a fully completed Bidder Qualification Statement, on the provided form, must be submitted with the Bid Proposal. The Owner reserves the right to require such additional information from the Bidder and to make such relevant

investigations as it deems necessary. Each Bid must contain evidence of the submitting Bidder's qualification to do business in Connecticut. In order to be considered qualified for the subject Project, Bidders must evidence having successfully completed projects similar in size and scope to this Project. Information concerning the relevant qualifications and experience of all proposed subcontractors shall also be submitted in the Bid. All determinations as to the adequacy of a Bidder's qualifications shall be decided by the Purchasing Agent, utilizing whatever resources as may be deemed fit thereby.

4.03 The Bid shall contain an acknowledgment of receipt of all issued Addenda; the numbers of which shall be filled in as appropriate in the Bid Submittal Package. It is the sole responsibility of each bidder to determine if they are in receipt of all issued addenda. The most assured way to accomplish this is to contact the Issuing Office or the Administering Office within one week of the Bid Due Date.

4.04 **Unit Bid:** A Unit Bid Price shall be provided, in standard US numerals, in the appropriate space for each Bid Item on the Bid Form. If hand written in ink, take care that the numerals are clear, legible, and distinct. Unit Bid Prices shall be rounded to multiples of \$1 (one dollar) or \$0.10 (ten cents), as seen fit by the Bidder, for convenience. Values in the one-cent digit of a monetary Unit Price Bid will be ignored, (i.e. it will be rounded down to the nearest ten cents for evaluation and payment purposes; under no circumstances will it be rounded up.) Total Unit Prices and a Total Bid Price shall also be appropriately calculated and provided on the Bid Form. In the event of discrepancies in the bid price values provided, any discrepancy shall be resolved by applying the following precedence, highest to lowest: 1) Unit Bid Price, 2) calculated Total Unit Price, and 3) calculated Total Bid Price – as appropriate.

4.05 **Lump Sum Bid:** Where the Project is presented for Bid in one or more aggregate groupings of work elements that comprise a finished product as a significant part, or the whole, of the Project, then such finished product(s) shall be priced for bid on a lump sum basis for providing all of the work, (i.e. materials, labor, equipment, incidentals, etc.) necessary to successfully complete the subject finished product. Lump sum bid prices shall be supplied written separately in words and in numerals. Lump Sum Bid Prices shall be rounded to multiples of \$1 (one dollar); values representing fractions of one dollar (i.e. cents) will be ignored and in no case rounded up. As applicable, a Total Bid Price shall be calculated and appropriately provided in numerals. The order of precedence for resolving discrepancies for lump sum bids shall be: 1) the lump sum bid price written in words, 2) the lump sum bid price written in numerals, and 3) the calculated Total Bid Price.

4.06 Every Unit Bid Price or Lump Sum Bid Price, as the case may be, supplied in the Bid shall include all plant, labor, material, supplies, equipment, overhead, and other facilities necessary for, and incidental to, the construction/fulfillment of the subject item/facility/task complete, fully functional, and properly finished in strict conformance with and as may be required by the Drawings, Specifications, and all other applicable provisions of the Bid Documents, and for the use (or uses) and appearance intended by the Town.

4.07 **Signature of Bidder:** At the top of the signature page, the Bidder shall identify the legal business name under which the subject bid is being submitted and the type of business structure, (as is on file with the Secretary of State,) and the state of registration and primary business address. The signature shall be executed by a person duly authorized to do so on behalf of the submitting entity. If the submitting entity is other than a sole proprietorship or the bid is not being signed by all partners/members of the submitting entity, then written evidence of such authorization shall be provided with the bid. The signature shall be written in the appropriate signature block for the type of entity, (e.g. corporation, partnership, individual, etc.), that the signer represents. If more than one person is signing the Bid, then a copy of the signature page, appropriately signed, shall be submitted for each signer. In the event that the signer is more than one organizational level below the submitting entity, then the signer shall execute the Bid in the appropriate block for the direct entity represented thereby, and an additional sheet shall be included with the bid that describes the organizational structure that links the signor to the Bidder. The name and title of each signor shall be typewritten or printed under the associated signature. If the Bidding entity is a corporation, the corporate seal shall be affixed to the bid, and properly attested, in the vicinity of the executing signature.

4.08 The itemization of the Bid and the selection of the Bid Items are at the Town's discretion and for the Town's convenience in evaluating and comparing the submitted bids and administering the Contract.

4.09 For a Unit Bid, any quantities stated within the Bid Documents are approximate, estimated solely for use in establishing the scope of the project and comparing bids. The Unit Bid Prices submitted by the successful Bidder are to be paid for the actual quantities of the items of work successfully completed in accordance with the Contract Documents. Should the dimensions of any part of the work or the quantities of materials used or work performed be different than those estimated in the Bid Form, or presented elsewhere in the Bid Documents, only the actual quantities completed shall be measured for payment.

4.10 A Bidder, or party to a Bidding entity, may only be associated with one submitted Bid, regardless of the name under which that association occurs. Reasonable ground for belief that a party is a principal in more than one bid shall cause the rejection of all Bids in which such party is interested. In the event there is reasonable ground for belief that collusion between bidders exists, the Bids for all associated bidders shall be rejected and all parties to such collusion will not be considered in future proposals for the same work; and the same may be subject to other penalties from the Town as are allowed.

ARTICLE 5 - BID INTEGRITY

5.01 A prospective Bidder, subcontractor, supplier, or any other such entity who may have interest in any Bid, shall not directly or indirectly solicit, induce, or attempt to solicit or induce 1) any individual or entity to alter a price, or any other matter, associated with a Bid in such a manner as to make a Bid less competitive, 2) any entity to submit a false or sham Bid, or to contribute to a Bid in such a manner as to render the Bid, in whole or in part, false or a sham, 3) any entity to refrain from preparing or submitting a Bid, or from participating in, or considering to participate in, a Bid, or a subsequent Contract, as a subcontractor, supplier, or other such role, or 2) any other form or manner of collusion, to any degree, so as to, or attempt to, obtain an improper advantage over any other entity, including the Town, with respect to the Bid, or to in any way reduce the competitiveness of the subject Public Bid process.

5.02 A prospective Bidder, subcontractor, supplier, or any other such entity who may have interest in any Bid, shall promptly report to the Town any attempt by any other party to involve it in collusion of any sort or to any degree with respect to this Public Bid.

5.03 A prospective Bidder will specifically notice the requirements of this Article 5 to any and all prospective subcontractors, suppliers, and any other such entity that it is likely to, or does, use, engage, or take input from for the preparation of its Bid, or in the execution of any Contract Work as may result therefrom; and shall, at an appropriate time, inquire of, and demand a response from, the same regarding compliance with these requirements prior to, as applicable, submitting its Bid or committing to engage any such party in Project Work; and shall not utilize any of the same that are in noncompliance with this Article.

ARTICLE 6 - BID SUBMITTAL

6.01 In order to be considered, qualifying sealed bids must be submitted to, and received by the Issuing Office, at the address stated above, no later than the date and time set forth in Paragraph 1.07 above. The Bid shall be enclosed in an opaque sealed envelope plainly marked with the Project title, Bid Number, the name and address of Bidder, and the date and time of the Bid opening, and shall consist of the completed unbound copy of the Bid Form, the Bid security and the Bidder Qualification Statement with supporting data. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate

envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the Issuing Office. Faxed or emailed bids will not be accepted. Bids received after the stated date and time will not be considered.

ARTICLE 7 - MODIFICATION OR WITHDRAWAL OF BID

7.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner required for a Bid and delivered to the place where Bids are to be submitted prior to the Bid Due Date and Time set forth in Paragraph 1.07 above.

7.02 If within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Town and promptly thereafter demonstrates to the reasonable satisfaction of the Purchasing Agent that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work

ARTICLE 8 - OPENING OF BIDS

8.01 Bids will be opened at the time and place indicated in the Invitation to Bid and read aloud publicly.

8.02 Bidders are hereby notified that only computed totals are likely to be so read aloud at the Bid Opening, and that such reading aloud of any amounts included in any submitted Bid does not in any way alter or supersede any means of evaluating the Bids stated elsewhere in these Bid Documents.

8.03 A bid tabulation will be prepared summarizing the submitted Bids, and will be posted on the Town's website after the opening of Bids.

8.04 The Town reserves the right to postpone or cancel the Bid Opening via Addendum as may be in its interest and at any time prior to the Bid Opening. In the case of postponement, the Bid Opening may be rescheduled in the same Addendum, or the postponement may be indefinite, again as may be in the interest of the Town.

8.05 Opened Bids shall remain subject to acceptance for a period not to exceed 90 calendar days, unless such period is extended with respect to its Bid in writing by any particular Bidder at the request of the Town.

ARTICLE 9 - REJECTION OF BID AND WAIVER OF IRREGULARITIES

9.01 The Town may determine a Bid to be nonresponsive or a Bidder to be nonresponsible, as the case may be, and reject such Bid if, in the opinion of the Purchasing Agent:

1. The submitted Bid does not strictly conform to law or the requirements of the Bid Documents.
2. The Bidder fails to adequately provide any information requested in the Bid Documents or otherwise by the Town as part of the Bid process, or has made significant misrepresentations of fact therein.

3. The Bidder is determined through appropriate means to be incompetent, not responsible, or otherwise unqualified for or incapable of performing the work as specified or otherwise meeting the obligations set forth by the Bid Documents.
4. The Bidder does not have a satisfactory record of compliance with federal, state, or local laws and regulations, including those pertaining to the environment, discrimination, labor, employment, safety, health, or the prompt payment of subcontractors and suppliers.
5. The Bidder does not have a satisfactory record of performance or cooperation on one or more of its previous projects with any owner and the Bidder fails to explain such record, or changes made to address such record, adequately so as to offer a satisfactory level of comfort to the Purchasing Agent regarding its ability to satisfactorily meet the contractual obligations of the Project.
6. The submitted Bid is conditional or qualified; or it is determined by the Director of Finance to be unbalanced to a degree as to be extreme, undeniable, or detrimental to the Town's interests.
7. A party to the Bid is reasonably believed by the Purchasing Agent to be involved in collusion with respect to this Project or to be a principal in more than one Bid.
8. Any other applicable criteria or reason as may be set forth in the Bid Documents or by law is met in the determination of the Purchasing Agent.

9.02 The Town reserves the right to waive any irregularities in any Bid or as otherwise associated with the bidding process that, in the opinion of the Director of Finance, are not detrimental to the Town's obligation to serve the public and as may be in the Town's interest.

9.03 The exception to the preceding paragraph is an irregularity involving price that 1) cannot be objectively resolved to a high degree of certainty, as determined by the Director of Finance, by applying the provisions regarding rounding or precedence set forth in Paragraphs 4.04 and 4.05 above or 2) will likely affect the bid result order with respect to the three apparent lowest bidders. If either case is true, regardless of the status of the other case, then no waiver is possible, and the subject Bid shall be rejected as nonresponsive.

ARTICLE 10 - PRE-BID CONFERENCE

10.01 A non-mandatory pre-bid conference will be held on Tuesday, May 10, 2022, at 1:00 p.m. at Simsbury Department of Public Works, 66 Town Forest Road, West Simsbury, CT 06092. The Town is of the opinion that familiarity with the Project Site, including areas that are not open to the public, will be helpful to properly formulate a Bid for the subject Work. Prospective Bidders will be given the opportunity, in a guided single group, to tour and inspect the Project Site, as well as to ask questions, at the conference. The taking of photographs and video, without audio commentary, is allowed. Requests for other inspection of non-public areas of the Site will not be granted, except as may be requested in accordance with Article 11 below. The Town may request attendees to register for the Town's convenience.

10.02 All information, whether verbal or in writing, provided at this pre-bid conference are informal and for the convenience of the bidders only. The Bid Documents remain the sole source of formal information from the Owner to the prospective bidders regarding the Bid.

10.03 The Town may choose to address any question or inquiry raised at this pre-bid conference in a subsequent addendum, there is no obligation for the Town to do so. If a prospective bidder wants to insure

that any such question or inquiry, if of an appropriate nature, is addressed in an Addendum, then such question or inquiry should be submitted in writing, per Article 11 below.

ARTICLE 11 - ADDENDA AND INTERPRETATIONS

11.01 Bid Addenda may be issued to clarify, correct, or change the Bid Documents as deemed advisable by the Town. To be official, Bid Addenda must be issued by the Issuing Office and shall be in writing. Such official Addenda represent the sole means to clarify, correct, or change the Bid Documents; all other responses or information are deemed unofficial and without legal effect.

11.02 Official Bid Addenda become part of the Bid Documents upon issuance; and the provisions therein shall supersede and have precedence over any conflicting provisions of the original Bid Documents or any previously issued Addenda, unless stated otherwise therein.

11.03 All questions or requests regarding the meaning or intent of the Bid Documents, or the bid process, are to be submitted in writing, via US Mail, email, or direct delivery, to the Issuing Office. The same shall be addressed to the contact person identified in Paragraph 1.04 above using the information provided therein.

11.04 All such questions or requests must be submitted no later than 3:00 p.m., May 20, 2022, to be guaranteed an official response, if one is deemed appropriate and necessary by the Town. Questions and requests submitted subsequent to said date and time will be evaluated by the Town as to their significance to the Town's interests with respect to the Bid, and the Bid may be postponed in accordance with Paragraph 8.04 in the event the Town determines that a response is in its interest.

11.05 Official responses, as deemed appropriate or necessary by the Town, will be issued via Bid Addenda, (in keeping with the provisions of Paragraph 11.01 above.) Where the Town determines that any particular properly submitted question or inquiry is already adequately addressed in the Bid Documents or otherwise that addressing any such question or inquiry will not further the purposes of the Bid or the Town's interests in the Bid, then the Town may elect to not address the same in an Addendum.

ARTICLE 12 - EXAMINATION OF THE SITE, BID DOCUMENTS, AND OTHER DATA

12.01 Prior to completion of its Bid Proposal and the subsequent submittal thereof to the Town, each Bidder is responsible to:

1. Examine and carefully study the Bid Documents, any Addenda thereto, and any related information identified in the Bid Documents, and thereby become familiar with, and satisfy itself as to, the nature and particulars of the Project Work, the prosecution thereof, the final product(s) contemplated by the Bid Documents, and the obligations and responsibilities of the Contractor with respect thereto.
2. Visit the Project Site, and perform the observations, investigations, explorations, tests, and measurements as it deems fit and may be reasonable, to thereby become familiar with, and satisfy itself as to, the general, local, and particular site conditions that may affect the cost, progress, or performance of the Work, or which may relate to any aspect of the means, methods, techniques, sequences, procedures, or safety of prosecuting the Work; additional visits beyond the Pre-Bid Conference, if any, may be warranted or desirable.
3. Become aware of the general nature of work or involvement at the Project Site, or otherwise, of the Town, representatives of the Town, any Utility providers, or any other such entity that may affect the cost, progress, or performance of the Work, and of the relationships and means necessary to successfully

coordinate and effectuate matters so as to minimize the negative impacts of such work or involvement on the same.

4. Be or become familiar with, understand, and satisfy itself as to, all federal, state, and local laws and regulations that may apply to or affect the cost, progress, or performance of the Project Work.

5. Determine that the Bid Documents are generally sufficient to indicate and convey understanding of all terms, conditions, and requirements for the performance of the Work and completion of the Project as contemplated by the Bid Documents.

6. Appropriately apply the knowledge, expertise, experience, and other factors that render it qualified to bid on and perform the subject Project Work to the responsibilities set forth in Paragraphs 12.01.01 through 12.01.05 above, inclusive, and to the formulation and application of assumptions, judgments, and determinations necessary and otherwise used in the preparation of its Bid Proposal.

7. Promptly give the Town written notice of any and all errors, conflicts, ambiguities, or discrepancies that the Bidder discovers in the Bid Documents.

ARTICLE 13 - SUBSURFACE, UTILITY, AND HAZARDOUS ENVIRONMENTAL INFO

13.01 Prospective Bidders are directed to Articles 29 and 30 of the General Conditions, and any applicable paragraphs of the Supplemental Contract Provisions for the governing provisions regarding existing subsurface and physical conditions, Underground Facilities, and Hazardous Environmental Conditions that may be encountered or otherwise affect the Project Work.

13.02 On request, the Town shall provide a prospective Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary to the proper preparation of its Bid Proposal. The subject Bidder shall be responsible for all costs, permits, licenses, notices, safety precautions, damages, injuries, and other such matters and liabilities associated with such efforts. Said Bidder shall comply with any reasonable insurance requirements as may be imposed by the Town, and shall execute any reasonable indemnification or hold harmless measures required by the Town prior to commencing any such efforts. Said bidder shall inconvenience the Town, or any other affected entity, as minimally as possible in carrying out any such efforts; and it shall comply with any reasonable requests of the Town regarding the timing or means of any such efforts. Said Bidder shall be responsible to restore the Site to the satisfaction of the Town at the completion of any such efforts.

ARTICLE 14 - SUBSTITUTE AND “OR EQUAL” ITEMS

14.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bid Documents without consideration of possible substitute or “or equal” items, except as may be provided for in Supplemental Contract Provisions.

14.02 Articles 13.07 and 13.08 of the General Conditions set forth the provisions covering substitute or “or equal” items under the Contract.

14.03 Substitute or “or equal” items will not be considered until after determination of the Apparent Low Bidder. Where the subject specification specifically designates that an “or equal” substitute will be considered, then the Town shall consider a complying “or equal” item proposed by the Bid of the Apparent Low Bidder prior to Contract execution if so requested by the Apparent Low Bidder. In all other cases, the consideration of any other proposed substitute item prior to Contract execution is solely at the discretion and pleasure of the Town as it may deem in its interest. Neither the timing nor the disposition of any such

consideration process shall in any way alter any of the responsibilities or obligations of the Apparent Low Bidder with respect to execution of the Contract. (An “or equal” or other substitute item may always be proposed by the Contractor subsequent to execution of the Contract.)

14.04 Prices shall not be included in the Bid Proposal of any Bidder, either directly or as part of a related Bid Item or the Total Bid Price, for any substitute item, unless such item is designated as a Bid Alternate Item.

14.05 Notwithstanding any other related provision within the Bid Documents, the Town reserves the right to negotiate with the Apparent Low Bidder either, or both, before or after Execution of the Contract Agreement regarding any proposed substitute item, whether or not such substitute item was included in the Bid Proposal of the Apparent Low Bidder, as may be in the Town’s interest, and appropriately respecting any rights of any other Bidders to the contrary that may exist with respect to any proposed substitute items as may have been included in their Bids.

ARTICLE 15 - BID ALTERNATES

15.01 The Town may, for any reason and as deemed in its interest, include within the Bid Form, and as may be shown, specified, or otherwise supported in the Bid Documents, solicit Bid prices for Bid Alternate Items that may be proposed to be substituted for, enhance or extend, or be in addition to any Base Bid Item, (or other Alternate Bid Item), or group or aggregate thereof, or to any other identifiable portion of the proposed Project Work. The Bid Form shall identify what other Bid Item(s), if any, any Alternate Bid Item(s) are intended to replace, enhance, or extend, as deemed by the Town to be applicable, reasonable, and necessary for proper understanding and administration.

15.02 Providing Bid prices on any such Bid Alternate Items as may be included in the Bid Form is optional for any Bidder; and a Bidder may provide prices, or not, for any number or any configuration of Bid Alternate Items as may be included on the Bid Form. A Bidder may not, however, propose a Bid price for only a portion less than the whole of any Bid Alternate Item.

15.03 Likewise, the Town may elect to incorporate any number, including none, or configuration of such Bid Alternate Items into the Project Work, and the Contract therefor, as it deems fit, except as limited by Paragraph 15.04 below; and the same may be so incorporated at any juncture following the determination of the Lowest Responsible Bidder.

15.04 Bid prices for Bid Alternate Items will not be considered in the determination of the Lowest Responsible Bidder; (i.e. only Bid Prices for the Base Bid portion of the Bid Form will be so considered.) As alluded to above, Bid Alternate Items, if any, will be incorporated into the Project following the determination of the Lowest Responsible Bidder.

15.05 Manipulation Bid Alternate Items will not be used to circumvent the integrity of the Bid process; and, in no case will a Bid Alternate Item, or any configuration thereof, be incorporated into the Project Work that would have resulted in the determination of a different Bidder as Lowest Responsible Bidder, using the same criteria and reasoning as for the original determination, if the Bid Prices had been evaluated using the subject proposed configuration of Bid Alternate Items and the Bid Prices submitted therefor by the various Bidders. Note that the submittal of a Bid Price by any Bidder that is, in the opinion of the Director of Finance , obviously unreasonably low for the work associated therewith, or [obviously] the submittal of no Bid Price at all, for a particular Bid Alternate Item shall result in that Bid Price from that particular Bidder not being considered in any such determination. Note also that the Purchasing Agent may, in addition to any other information or criteria deemed fit thereby, use the Bid Prices, if any, submitted by the other Bidders for

the subject particular Bid Alternate Item, or submitted for similar items in the Bid, as criteria in any such determination of an obviously unreasonably low Bid Price.

15.06 The Town reserves the right to negotiate with the Lowest Responsible Bidder at any time in an effort to reduce the Contract Price from the submitted Bid Price for any or all Bid Alternate Items for inclusion in the Project; and such negotiations or the results of the same, provided the results are compliant with the provisions of Paragraph 15.05, shall not be considered to be in violation of the provisions of said Paragraph 15.05.

15.07 The Town reserves the right to award none, any or all of the Bid Alternates as it deems in its best interests.

ARTICLE 16 - BID SECURITY

16.01 Each Bid must be accompanied by a Bid security made payable to the Town of Simsbury in an amount not less than 5% of the Total Amount Bid price set forth on the Bid Form of the subject Bidder's Bid Proposal. The Bid security must be in the form of a certified check, a cashier's check, a bank money order, or a Bid Bond completed on AIA Document A310 and issued by a surety meeting the requirements set forth in Paragraph 5.02 of the General Conditions.

16.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required Contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, The Town may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom the Town believes to have a reasonable chance of receiving the award may be retained by the Town until the earlier of seven days after the Effective Date of the Agreement or 91 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

16.03 The Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within ten days after the Bid opening.

ARTICLE 17 - OPENED BIDS TO REMAIN

17.01 The Town is required by State records retention regulations to retain all Bid related records for 6 years following the Bid Opening, at which time, pending approval from the State, such records may be destroyed by the Town.

17.02 In keeping with this requirement, all opened Bids shall remain on file with the Town for a minimum of 6 years.

ARTICLE 18 - EVALUATION OF BIDS AND AWARD OF CONTRACT

18.01 ***Apparent Low Bidder, Lowest Responsible Bidder, & Successful Bidder:*** The **Apparent Low Bidder** is the Bidder having submitted the currently eligible Bid that, to the degree that the Bids have been evaluated at the subject time, appears to have the lowest Total Bid Price [as calculated by the Town] and to best meet the other criteria set forth in the Bid Documents and otherwise in the applicable Town Laws and

Regulations. The identity of the Apparent Low Bidder is subject to change in the time between the Bid Opening and the Execution of the Contract Agreement as the Bid evaluation proceeds, Bids may be rejected or withdrawn, calculation errors may be discovered and corrected, or for any other valid reason as may be allowed by the Bid Documents or otherwise by Law. At such time as the Town satisfies itself that the bid evaluation has proceeded to a point where the current Apparent Low Bidder is the Bidder that best meets the criteria for award, and notwithstanding the final step set forth in Paragraph 18.02 – 8 below, then, the Apparent Low Bidder shall become and may also be referred to as the “**Lowest Responsible Bidder**”, (a.k.a. the “**Successful Bidder**”). Upon Execution of the Contract Agreement, the Lowest Responsible Bidder shall become the Contractor. References to the Contractor as applied before Contract execution shall mean the Lowest Responsible Bidder; and references to the Apparent Low Bidder, the Lowest Responsible Bidder, or the Successful Bidder as applied at or subsequent to Contract execution shall mean the Contractor.

18.02 If awarded, the Contract will be awarded by the Town to the Bidder that is determined by the Town to be the Lowest Responsible Bidder. The following shall be considerations of the Town, based on the information included in the subject Bidder’s Bid Proposal or as otherwise available to the Town, in determining the Lowest Responsible Bidder:

1. The Bid pricing submitted and the ability, as determined by the Purchasing Agent based on the information included in the subject Bid Proposal and as is otherwise in accordance with the Bid Documents, for the subject Bidder, abiding by its Bid Proposal and any subsequent representations made to the Town, to successfully prosecute and complete the Project Work as in accordance with the Bid Documents and to the particular appearance(s) and for the particular use(s) as contemplated by the Bid Documents.
2. The character, integrity, reputation, judgment, experience, and efficiency of the subject Bidder.
3. The record of performance of the subject Bidder on previous contracts or services for the Town and in other jurisdictions or for other owners/clients, with emphasis given to previous contracts or services of a similar nature or scope and to previous contracts and services for the Town of Simsbury.
4. The record of compliance and cooperation of the subject Bidder with respect to Federal, State, and Local Laws and Regulations.
5. The sufficiency of the subject Bidder’s financial resources with respect to the proposed Work.
6. The level of compliance of the subject Bid Proposal with the requirements prescribed by the Bid Documents.
7. Determination of the Bid that best represents the interests of the Town and the Project if it is selected for Award.
8. And, as a final step, the ability of the Town to successfully enter into a Contract with the subject Bidder.

18.03 ***Right to Negotiate:*** The Town reserves the right to negotiate with the Lowest Responsible Bidder prior to Execution of the Contract Agreement, and at any time thereafter, regarding any relevant matter, including adding or removing Work from the Project, as may be in its interest and to the extent allowed by Law, in order to successfully enter into a Contract with the subject Bidder and/or to further the interests of the Town.

18.04 ***Right to Alter Quantities of Work:*** The Town reserves the right to increase or decrease the quantities of any Bid Item, or to delete Bid Items entirely, or to add new items of Work as may be consistent with the scope and intent of the Project as contemplated by the Bid Documents and notwithstanding any

relation to Bid Alternate Items, as may be determined by the Town to be in its interest. Adjustments in Project prices/compensation as a result thereof will be calculated, administered, negotiated, or otherwise handled in accordance with appropriate provisions of the Bid/Contract Documents.

18.05 *Bid Integrity to be Maintained:* Notwithstanding Paragraph 18.04 above, manipulation of the quantities of Work, the addition or removal of Work, or any result of any negotiation between the Town and the Contractor shall not alter the Contract Price to a point where the subject Bidder would no longer be considered the Lowest Responsible Bidder by applying the criteria and reasoning used in the initial determination thereof, or to a point where such determination is not feasible, and the same shall not be counter to or undermine the spirit and intent of the Bidding process in any other way. Excepting herefrom cases where the quantities of work are being adjusted to account for the differences between the quantities of work estimated in the Bid, which quantities are known and stated to be approximate, and the actual quantities performed or completed in prosecuting the Project Work as presented, specified, scoped, and otherwise contemplated in the Bid Documents. Also excepting herefrom the results of valid Change Orders to the Contract, executed subsequent to Contract execution, provided any such Change Order shall not be issued clearly as an attempt to circumvent the Bid integrity. In such cases, questions of determination of Lowest Responsible Bidder are not valid as such adjustments are generally random and unpredictable, or the result of unintentional oversights, and are inherent in, and integral to the integrity of, the process.

18.06 *Notice of Award:* Upon determination of the Lowest Responsible Bidder and of its desire to award the Contract at that time, the Town shall issue to the Lowest Responsible Bidder a written Notice of Award. The Notice of Award shall inform the Successful Bidder, in one or more actual transmittals, (a) that it has been selected as such, that the Town intends, if all other requirements are met, to award the Contract to it, (b) of notification of any discussions or negotiations, or certain submittals or other actions by the Successful Bidder, if any, that may be required of the Successful Bidder or that the Town may desire prior to a final version of the Contract Agreement being prepared, (c) that, upon being so prepared, and subject to legal review for the Town, the Town will, in a timely manner, forward an appropriate number of unsigned counterparts of the Agreement to the Successful Bidder for execution, (d) of the timeframe that the Successful Bidder is required to execute said Agreement counterparts and return them to the Town, (e) of notification of certain submittals or other actions that may be required of the Successful Bidder prior to the Town executing the Agreement or prior to the commencement of Contract Work, or particular portions thereof, and any required timeframes associated therewith, (f) of a tentative anticipated timeframe, which may be relative, for the Town to proceed with its part in the moving the Project towards commencement of the Contract Work, and (g) any other instructions the Town may deem appropriate.

18.07 *Execution of Contract Agreement:* Within 15 days after receipt of the unsigned counterparts of the Agreement, the Successful Bidder shall appropriately execute and deliver to the Town all of the counterparts of the Agreement, accompanied by its required, and properly executed, bonds, insurance certificates, hold harmless/indemnification agreement, and any other certificates, documents, or other information as may be required by the Notice of Award or the Bid Documents. Within 15 days after its receipt of the same, the Town shall execute the subject counterparts and deliver one original, fully executed counterpart to the Successful Bidder, now the Contractor.

18.08 Upon Execution of the Contract Agreement, the Form of Contract Agreement included in the Bid Documents for reference, if any, shall become null and void; its purpose being superseded by the executed Contract Agreement.

18.09 At some point subsequent to Contract Execution, the Town shall issue to the Contractor a Notice to Proceed in accordance with the Contract Documents. The Contractor is not authorized to commence any Project Work, or any other activities related to the Project for which compensation may subsequently be expected, prior to the date specified for the commencement of the Time of Completion in the Notice to Proceed.

ARTICLE 19 - INSTRUCTIONS TO LOWEST RESPONSIBLE BIDDER

19.01 The prospective Contractor receiving notification as the lowest responsible bidder must supply the following within 10 calendar days after said notification:

1. A list of anticipated subcontractors and suppliers for the Contract, pursuant to Paragraph 14.04 of the General Conditions, including the portions and values of the Work to be completed by each.
2. Bonds per Paragraph 20.01 of General Conditions (GCs) and Paragraph 6 of the Supplemental Contract Provisions. Note modification of payment bond per 6.1 of the Supplemental Contract Provisions.
3. Insurance Requirements per Paragraph 5 of the Supplemental Contract Provisions.
4. Schedule of Values, per Paragraph 5.03 of the General Conditions.
5. All applicable forms, certifications, approvals, or other information required pursuant to Section 5: Non-Town Agency Information of the Project Manual.
6. After acceptance of an apparent lowest responsible Bidder's bid, and prior to Execution of the Contract by the State, the CT Commission on Human Rights and Opportunities ("CHRO") will be notified by the Town of the pending Contract Execution. The prospective Contractor must file with and receive approval of an affirmative action ("AA") plan by the CHRO unless such approved AA plan is already on file with the CHRO. If during the process of executing and awarding a contract, the tentative contractor has filed but not yet received full AA plan approval, the Town, after notifying and receiving permission from the CHRO, may proceed with execution and award subject to withholding and retaining 2% from any payment(s) due the contractor in accordance with the terms of the contract. Such amount(s) retained for the purpose of assuring compliance with AA plan requirements would be withheld by the Town until the Town has been notified by the CHRO that the contractor has obtained full AA plan approval. Otherwise, the tentative contractor must receive full AA plan approval from the CHRO prior to commencing construction. Any 2% amount(s) retained in order to assure AA plan compliance would be in addition to any amount(s) retained by the Town for other purposes under the terms of the contract. (See Section 5.C. – CHRO Provisions – of the Project Manual.)

ARTICLE 20 - MISCELLANEOUS PROVISIONS

20.01 ***Sales and Use Taxes:*** The Town is exempt from Connecticut sales and use taxes on labor, materials, and equipment incorporated into the Work. Such taxes shall not be included in the Bid prices.

20.02 ***Definitions and Terminology:*** The attention of the prospective Bidder is directed to Section 1 of the General Conditions for the Bid provisions regarding the definition and interpretation of certain words, terms, and abbreviations as may be used throughout the Bid Documents.

20.03 ***Headings:*** Article headings are inserted for convenience only, and do not constitute parts of these Bid Instructions and Information. Paragraph headings, while emphasized for convenience, do constitute parts of these Bid Instructions and Information.

20.04 ***Public Bid Number 22-01: "Bloomfield-Tariffville Multi-Use Trail Connector"*** These Bid Documents are prepared and issued as part of Public Bid Number 22-01 of the Town of Simsbury. Formal reference to this Bid shall be by this Bid Number.

TOWN OF SIMSBURY, CONNECTICUT

**GENERAL CONDITIONS
FOR
PUBLIC CONSTRUCTION CONTRACTS**

Issued: December 2021

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SECTION 1 DEFINITIONS AND TERMINOLOGY

ARTICLE 1 - DEFINITIONS

1.01 **Defined Terms:** Wherever used in the Contract/Bid Documents, or otherwise in connection with the Contract, and printed as presented as a listed defined term within this Article 1 (i.e. if the listed term is presented with initial capital letters, then the definition shall apply when the term is printed with initial capital letters; if the listed term is not presented with initial capital letters, then the definition shall apply in all cases where such term is used), and in other cases where any listed term is used in a context where the clear intent of the use of the term is consistent with the provided definition herein, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. **Addenda** - Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bid Documents.
2. **Agreement** – The written instrument which is evidence of the terms and conditions agreed to between the Owner and the Contractor regarding the Contract Work.
3. **Amendment** – A written instrument negotiated, agreed to, and executed by the Parties that amends provisions of the Contract Documents not involving (i) Contract Prices or Times, (ii) the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters, or (iii) the performance or acceptability of the Contract Work (as changes to the Contract with respect to such matters is to be via a Change Order); although, an Amendment may direct one or more Change Orders to be issued regarding any such matters.
4. **Application for Payment** - The form acceptable to the Engineer which is to be used by the Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents, or otherwise by the Engineer.
5. **Bid** – The offer or proposal of a Bidder submitted on the prescribed form, and in accordance with the provisions of the Bid Documents, setting forth the prices proposed for the Contract Work by, and the qualifications, acknowledgements, and representations of, the subject Bidder.
6. **Bid Documents** – The documents, issued by the Owner, and enumerated in the Bid Instructions and Information document, from which, and in accordance therewith, the Bidder shall base its Bid for the Contract Work. Except as stated herein, the Bid Documents and the Contract Documents are composed of the exact same documents, with “Bid Documents” meaning said documents prior to the Effective Date of the Agreement and “Contract Documents” meaning said documents at and subsequent to the Effective Date of the Agreement. *Exception 1:* The Bid Documents will contain a template form of the Agreement, and perhaps other documents that require completion or execution as associated with the Effective Date of the Agreement or subsequent administration of the Contract; and, the Contract Documents shall contain the completed/executed versions those documents, which completed/executed versions shall have superseded and replaced the subject blank ‘form’ versions issued with the Bid Documents. *Exception 2:* Any Contract Documents added by virtue of the Agreement. *Exception 3:* Any Contract Documents issued subsequent to the Effective Date of the Agreement are not part of the Bid Documents. As such, and subject to these stated exceptions, any reference to the Contract Documents as applied prior to the Effective Date of the Agreement shall mean the Bid Documents; and any reference to the Bid Documents as applied at or subsequent to the Effective Date of the Agreement shall mean the Contract Documents.

7. **Bid Instructions** – A byname for the Bid Instructions and Information Document.
8. **Bid Item** – See “Work Item”.
9. **Bidder** – Any legal entity submitting a bid for the Contract Work.
10. **Change Order** - A document recommended by the Engineer which is signed by the Contractor (except in the case of a Unilateral Change Order) and the Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Agreement.
11. **Claim** - A demand or assertion by the Owner or the Contractor to the other Party contesting a decision of the Engineer concerning the requirements of the Contract Documents, the acceptability of Contract Work, regarding a request for a Change Order, or regarding any other matter over which the Engineer has authority; seeking resolution of a contract issue that the Engineer has declined to address; or seeking other relief or resolution with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
12. **Claim Notification Period** – As defined in Paragraph 25.03 hereof.
13. **Claim Process** – The process, requirements, and other provisions set forth in Article 25 for resolving all Claims of either Party as related to the Contract.
14. **Constituent of Concern** - Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
15. **Contract** - The entire and integrated written agreement between the Owner and the Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
16. **Contract Documents** – The set of documents enumerated as such in the Agreement. Provisions, including any additions or amendments thereto as stated in the Agreement, and including any qualifying documents, as determined by the provisions of said enumerated Contract Documents, as may be issued subsequent to execution of the Agreement. Approved shop drawings, other Contractor’s submittals, and the reports and drawings of subsurface and physical conditions are not part of the Contract Documents. Attention is directed to the definition of “Bid Documents” above for the relationship between the terms “Bid Documents” and “Contract Documents”.
17. **Contract Drawings** – The official drawings of any and every kind, or unaltered reproductions thereof, having been provided or approved by the Engineer which graphically show the location, scope, dimensions, or character of the Contract Work. Shop Drawings and other Contractor-submitted drawings are not Contract Drawings as so defined. Any use of the term “**Drawings**” within the Contract Documents, or otherwise related to the Contract, shall refer to and mean Contract Drawings.

18. **Contract Execution** – See “Effective Date of the Agreement”.
19. **Contract Price** – The monies payable by the Owner to the Contractor for completion of the Contract Work in accordance with the Contract Documents as stated in the Agreement.
20. **Contract Times** – The number of days or the dates stated in the Agreement to: (a) achieve Milestones, if any, (b) achieve Substantial Completion, and (c) fully complete the Contract.
21. **Contract Work** - The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Contract Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents. Any use of the terms “**Project Work**” or “**Work**” within the Contract Documents, or otherwise related to the Contract, shall refer to and mean Contract Work.
22. **Contractor** - The legal entity so designated in the Agreement, who has entered in to the Agreement with the Owner. The Contractor shall have control over the Contract Work and the prosecution thereof, subject to the applicable provisions of the Contract Documents.
23. **CTDOT** – The Connecticut Department of Transportation.
24. **Dispute Resolution Process:** The process, as set forth in Article 28, hereof, if invoked, resolving in a final and binding manner Claims that have failed to be resolved to the satisfaction of at least one of the Parties through the application of the Claim Process per the provisions of Article 25, and for resolving any Claims regarding Termination of the Contract or arising after final payment has been made.
25. **Effective Date of the Agreement** – the date indicated in the Agreement on which the Contract becomes effective.
26. **Engineer** – The individual or entity named as such in the Agreement.
27. **Field Order** – A written order issued by Engineer which may, based on the Engineer’s understanding of the Contract Documents, authorize minor variations in the Contract Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents, and as are consistent with the intent of the Contract Documents, or provide clarification or interpretation of the Contract Documents as related to the Contract Work.
28. **Form 818** - The State of Connecticut Department of Transportation (a.k.a. CTDOT) "Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 818, 2020" together with all supplements thereto issued by CTDOT. Any provisions of Form 818 specifically referenced by any other Contract Document (including these General Conditions) shall become part of the Contract Documents by virtue of, and to the extent of, such reference and shall be binding as specifically referenced and applicable. Any reference, whether direct or intended and/or implied, to the “State of Connecticut” therein shall be interpreted as referring to the Town of Simsbury as appropriate and/or applicable. Any reference, whether direct or intended and/or implied, to the “State of Connecticut Department of Transportation” therein shall be interpreted as referring to the Town of Simsbury Engineering Department or the Town of Simsbury Department of Public Works as appropriate and/or applicable. Any reference, whether direct or intended and/or implied, to the “State

of Connecticut Commissioner of Transportation” therein shall be interpreted as referring to the Town of Simsbury Town Manager as appropriate and/or applicable. Any terms defined by this Article 1 as may be used or referred to, either directly or indirectly, in said Form 818 shall be interpreted as being defined per this Article 1 to the extent appropriate or applicable. Where such interpretations as set forth herein are not appropriate or applicable, the interpretation shall be as intended in the Form 818.

29. **General Conditions** – Refers to this “General Conditions for Public Construction Contracts.”

30. **Hazardous Environmental Condition** - The presence at the Project Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto in connection with the Work. The presence at the Project Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition

31. **Improvements** – The various structures, utilities, drainage facilities, traffic control facilities, pavement, grading, landscaping, or other facilities or installed features, and including appurtenances incidental thereto, constructed or to be constructed and having a relation to the Project Site. Except when preceded by the word “existing”, the term “Improvements” shall refer to the Improvements constructed or to be constructed **on** the Project Site as part of the Contract Work. The term “existing Improvements” shall refer to the Improvements that existed **on or adjacent to** the Project Site at the time of the issuance of the Notice to Proceed.

32. **Improvement Drawings** – See “Improvement Plans”.

33. **Improvement Plans** - The subset of the Contract Drawings which have been prepared by or for the Engineer, and approved thereby, to show and detail the work and facilities specific to the Project, and which have been included in the Bid Documents. The Improvement Plans are issued as a set, and are included in the Contract Drawings and are to be interpreted as such. Use of the terms “**Plans**” or “**Improvement Drawings**” within these Contract Documents, or otherwise related to the Contract, shall refer to and mean the Improvement Plans.

34. **Laws or Regulations; Laws and Regulations** - Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction; these terms may be used interchangeably and have the exact same meaning.

35. **Lump Sum Work** – Work to be paid for on a lump sum basis, as described in Paragraph 4.05 of the Bid Instructions and Information Document.

36. **Milestone** - A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Contract Work.

37. **Notice of Award** – A written notice given by the Owner to the Successful Bidder informing the same of the intent to award the Contract thereto. Reference Paragraph 18.06 of the Bid Instructions and Information Document for the particulars of the Notice to Award. Any written document issued by the Owner to the Contractor subsequent to the initial Notice of Award issuance and prior to the issuance of the Notice to Proceed that provides instructions or notification to the Contractor regarding Contract Execution, meetings, timeframes, requirements, or procedures shall be considered part of the Notice of Award.

38. **Notice of Claim** – A written notice to the non-issuing Party, with copy to the Engineer, initiating a Claim per Paragraph 25.02 hereof.

39. **Notice to Proceed** - A written notice given by the Owner to the Contractor fixing the date on which the Time of Completion will commence to run, on which Contractor shall be authorized to start to perform the Contract Work, and the time frame with respect thereto that the Contractor shall commence Contract Work.
40. **Owner** – The party so designated in the Agreement; specifically, the Town of Simsbury as defined by the term “**Town**”.
41. **Parties** – The parties to the Contract Agreement; i.e. the Contractor and the Town.
42. **Pay Item** – See “Work Item”.
43. **Progress Schedule** - A schedule prepared and maintained by Contractor describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
44. **Project** – The total construction of which the Work to be performed under the Contract Documents, may be the whole, or a part.
45. **Project Field Representative** – A qualified person or persons furnished, full time or part time, and assigned to all or any parts of the Contract Work or Project Site by the Engineer as deemed by the Engineer to be in the Owner’s interest to assist the Engineer in providing more extensive monitoring, in terms of quantity and coverage, (however not in terms of qualifications,) of the Contract Work and preliminary review of submittals, to accept and document submittals from the Contractor, and to function as a means of informal coordination and communication between the Engineer and the Contractor. Any use of the terms “Project inspector(s)” or “inspector(s)” in relation to the observation of the Contract Work on behalf of the Owner (that does not clearly refer to the Engineer, the Project Manager, or the Town Representative) shall mean the Project Field Representative(s).
46. **Project Manager** – A qualified person who is an official or employee of the Engineer designated by an authorized official of the Engineer, and identified in the Supplemental Contract Provisions or by the Town Representative to be the primary representative of the Engineer and to act on behalf of the Engineer in all respects, and with all limitations, in respect to the Contract.
47. **Project Manual** – The written documentary information prepared for, or made available for, procuring and constructing the Contract Work. A listing of the contents of the Project Manual, which may be organized in one or more volumes, is contained in the table(s) of contents thereof.
48. **Project Site** – The lands or areas, as may be indicated or limited by the Contract Documents or otherwise by the Engineer, to be furnished by the Owner upon which the principal and majority portions of the Contract Work are to be performed, including, but making no representations regarding any obligations for the Owner, whatsoever, to furnish or make available the same, any easements or rights-of-way for access or other purposes, staging areas, or other such lands or areas furnished or made available to the Contractor by the Owner, as it may have deemed in its interest, for use in the prosecution of the Contract Work; (note: the collection and transportation of materials, supplies, or equipment, the activities of or for the Contractor in association with the Project which may take place at offices or other locations apart from the Project Site, or other such activities and matters apart from the Project Site, represent activities and matters encompassed by the Contract Work that do not take place at the Project Site.) Any use of the term “**Site**” within the Contract Documents, or otherwise related to the Contract, shall refer to and mean Project Site.

49. ***Project Technical Specifications*** – Specifications, issued by the Owner or the Engineer as part of the Contract Documents, and prepared by or for, and approved by, the Engineer specifically for the Project.
50. ***Reference Specifications*** – Specifications, included in the Contract Documents by reference, that are listed in the appropriately titled Article of the Supplemental Contract/Bid Provisions or are a condition or requirement of any permit obtained or required, or any Laws or Regulations as may be applicable, with respect to the Contract Work.
51. ***Resident Project Representative*** – Means the same as “Project Field Representative”.
52. ***Samples*** - Physical examples of materials or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
53. ***Schedule of Submittals*** - A schedule, prepared and maintained by Contractor, of required submittals and time requirements to support scheduled performance of related construction activities.
54. ***Schedule of Values*** - A schedule allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
55. ***Shop Drawings***- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether or not approved, are not part of the Contract Documents.
56. ***Site*** – See “Project Site”.
57. ***Specifications*** - That part of the Contract Documents, whether physically included or included by reference, consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto. The Specifications include, but are not limited to, in the order of application and precedence, the Project Technical Specifications, the Standard Specifications, the Reference Specifications, and the default specifications; where the default specifications, included by reference herein, represent industry standard materials, equipment, systems, and workmanship for the performance or completion of the subject portion of the work in question to a reasonable standard, or as otherwise necessary in its context to the Project, of appearance and function for its intended purposes.
58. ***Subcontractor*** - An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Contract Work.
59. ***Substantial Completion*** - The time at which the Contract Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, and as evidenced by the issuance of a Notice of Substantial Completion by the Engineer to the Contractor, the Contract Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Contract Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Contract Work refer to Substantial Completion thereof.
60. ***Supplemental Contract Provisions*** – That part of the Contract (/Bid) Documents prepared specifically (in most cases – some frequently included provisions are included there for convenience and emphasis) for the Project, which amends or supplements these General Conditions, the Bid Instructions, or other standard Contract Document.

61. **Supplier** - A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

62. **Technical Data** – Those items expressly identified as Technical Data in the Supplemental Contract Provisions, with respect to either (a) subsurface conditions at the Project Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 29.01, 29.02, and 30.02.

63. **Time for Completion** – Is the Contract Time that represents the number of days allowed, or the date specific, (as the case may be,) for the Contractor to bring the Contract Work, or any subject portion thereof, to Substantial Completion.

64. **Town** – The Town of Simsbury, typically in the role of Owner, but also in the role of regulatory or enforcement agency or other such functions typical to a municipality, (where the particular role applied to any situation shall be the role most befitting the context of the particular situation,) acting through the Town Manager, or any officials, agents, or representatives of the Town, as may be duly authorized or designated by the Town Manager, the Contract, the Charter of the Town, or any applicable Ordinance or Regulation of the Town, or any other Laws or Regulations, and to the extent of their applicable authority.

65. **Town Project Representative:** An official or employee of the Town designated by the Agreement, the Supplemental Contract Provisions, or by the Town Manager to be the primary representative, (for responsibilities and actions outside of those accorded to the Engineer), of the Owner to the Contractor, to the Engineer, and otherwise with respect to the Contract. See Paragraph 21.04.

66. **Underground Facilities** - All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

67. **Unit Price Work** - Work to be paid for on the basis of an established unit price per unit for any particular Work Item.

68. **Work** - See “Contract Work”.

69. **Work Change Directive** - A written directive to the Contractor issued by the Owner, having been recommended, and acknowledged by the Engineer, ordering an addition, deletion, or revision in the Contract Work in response to time critical matters for which timely incorporation thereof into the Contract is in the interests of the Project or of the Town. A Work Change Directive is not a Change Order and, as such, will not directly change the Contract Price or the Contract Times; but it is evidence that the Owner and the Engineer expect that the changes ordered or documented by a Work Change Directive warrant a Change Order and 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 Times.

70. **Work Item** – An item of work specifically described in the Schedule of Values/Bid for which a price, either on a per unit basis or a lump sum basis, is provided for therein. The term “Work Item” shall also include any items of work that are added to the Contract via a Change Order. Any use of the terms “**Bid Item**” or “**Pay Item**” within the Contract Documents, or otherwise related to the Contract, shall refer to and mean Work Item.

ARTICLE 2 - TERMINOLOGY

2.01 **Specific Term Interpretation:** The following words or terms are not defined; however, whenever used in the Contract/Bid Documents, or otherwise in connection with the Contract, and as may be limited in extents hereby, and including the singular, plural, or any other clearly intended derivation thereof, they shall have the following meaning.

1. **Day** – The word “day” means a calendar day of 24 hours measured from midnight to the following midnight.
2. **Defective** – The word “defective” when used as referring to any portion of the Contract Work, regardless of status, means work that is unsatisfactory, faulty, or deficient in that it:
 - a) Does not conform to the Contract Documents, or
 - b) Does not meet the requirements of any applicable inspection, standard, test, or approval referred to in the Contract Documents
 - c) Has been damaged prior to the Engineer’s issuance of a final certificate of Substantial Completion, (unless responsibility for the protection thereof has been previously assumed by the Owner in accordance with Paragraph 26.11 herof).
3. **Furnish** – The word “furnish”, when used in connection with obligations of the Contractor with respect to Contract Work, shall mean to supply and deliver subject services, materials, or equipment to the Project Site (or some other specified location) ready for use or installation for the intended purpose(s).
4. **Install** – The word “install,” when used in connection with obligations of the Contractor with respect to Contract Work, shall mean to put into use or place in final position subject services, materials, or equipment complete and ready for the intended use(s).
5. **Construct; perform; provide**– The words “construct”, “perform”, or “provide”, when used in connection with obligations of the Contractor with respect to Contract Work shall mean to furnish, install, and perform subject services, materials, or equipment complete and ready for the intended use(s) or for the intended purpose(s) in the Project.
6. **General work items** – The term “general work items” shall mean Work Items identified in the Schedule of Values that are not directly part of the Project Improvements, but rather are a part of the Contract Work that act to support or complement the Contract Work as a whole or a substantial aggregate of Work Items as a portion of the whole. Examples of general work items include Mobilization, Site Preparation, Clearing and Grubbing, Maintenance and Protection of Traffic, Sedimentation and Erosion Control, Restoration, Construction Field Office, and As-Built Record Drawings.

7. ***Supervision; superintendence*** – The words “supervision” or “superintendence”, when used to indicate supervision or superintendence by the Contractor, shall mean the Contractor exercising its control and proper oversight of the Contract Work and performing its obligations and responsibilities as set forth by the Contract Documents with respect to the Work.

8. ***Monitor*** – The word “monitor”, when used in relation to actions or efforts by or on behalf of the Engineer or the Owner with respect to Contract Work, shall mean to observe, to review, or to record or gather information regarding (including taking measurements, obtaining samples, performing tests, or noting activities, performance, or events) the Contract Work, and the prosecution thereof by the Contractor, in respect to its apparent compliance with the Contract Documents, in order to assist in evaluating payment requests or other duties or responsibilities of the Engineer, or for other interests of the Owner. “Monitor” shall not mean, or be construed to mean, *i*) a comprehensive, detailed, or absolute examination, evaluation, or scrutiny of the same in respect to its compliance with the Contract Documents, or *ii*) an intent or action to guarantee or ensure compliance of the same with the Contract Documents.

9. ***Unauthorized*** – The word “unauthorized”, when used in relation to Contract Work shall mean any work performed by the Contractor in association with the Project which qualifies as, is considered as, or is designated as unauthorized in accordance with the provisions of the Contract Documents. The Owner reserves the right to accept, make payment for, reject, or to order the Contractor to remove or replace all unauthorized work at the Owner’s sole option. The Contractor shall be liable for any and all expenses associated with the inspection, verification, removal, or replacement of unauthorized work

10. ***Interest of the Town; Town’s interest; etc.*** - The terms the “interest of the Town”, the “Town’s interest”, or any other such term clearly intended to indicate the interest(s) of the Town, shall be interpreted to include the public interest served by the Town in addition to the interest of the Town individually as the Owner of the Project or otherwise as a municipal corporation.

11. ***Town road or public road*** – The terms Town road or public road shall mean all public travel ways within the subject public right-of-way, including the vehicular travel way and/or sidewalks, paths, trails, or other facilities for pedestrian, bicycle, or other forms of non-motorized travel.

12. ***Use of “or”*** - Use of the word “or” shall be interpreted to encompass both the inclusive and exclusive comparison of the associated terms or phrases, (i.e. to be equivalent to the common term “and/or”,) unless such interpretation is inconsistent with the obvious intent of the encompassing provision, or the word “or” is singularly emphasized by using a bold, italicized font, in which case “***or***” is to be interpreted in strictly the exclusive sense. Any use of the term “and/or” does not alter the interpretation of this Paragraph.

13. ***Use of “including”*** - Use of the word “including” shall be interpreted to be non-limiting with respect to its objects thereafter listed; (i.e. to be equivalent to “including, but not limited to”), unless such interpretation is inconsistent with the obvious intent of the encompassing provision. Any use of the phrase “but not limited to”, or any variation thereof intended for similar purpose, in combination with the word “including” does not alter the interpretation of this Paragraph.

2.02 ***Intent of certain terms or adjectives with respect to the Engineer:*** The Contract Documents include the terms “approved”, “approval”, “as allowed,” “as approved”, “as directed” or terms of like effect or import to authorize an exercise of professional judgment by the Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of the Engineer with respect to the Contract Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate,

in general, the Contract Work for compliance with the requirements of and information in the Contract Documents and for conformance with the design concept of the completed Project as a functioning whole, (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to the Engineer any duty or authority to supervise or direct the performance or prosecution of the Contract Work or any duty or authority to undertake responsibility contrary, in any respect, to the provisions of the Contract Documents, nor are any of the same intended to indicate or represent comprehensive or detailed evaluation of the subject matter.

2.03 *Well-known Meaning:* Unless superseded in this Section 1, a Reference Specification, or stated otherwise in the Contract Documents, or unless the application of such meaning as directed hereby is inconsistent with the obvious intent of the encompassing provision, words, terms, phrases or abbreviations used within the Contract Documents, or otherwise in connection with the Contract, which have a well-known technical, construction industry, or trade meaning shall be interpreted in accordance with such well-known meaning.

ARTICLE 3 - ABBREVIATIONS

3.01 The use of abbreviations within the Contract Documents shall be per Sections 1.01.02 and 1.01.03 of Form 818.

SECTION 2 GENERAL ADMINISTRATIVE MATTERS

ARTICLE 4 - PRELIMINARY MATTERS

4.01 ***Supplements:*** As indicated by the title, these General Conditions are general in nature and prepared to be applicable to a variety of types and scopes of municipal construction projects. For virtually all projects where these General Conditions are included in the Contract Documents, the Owner will see fit to extend, amend, or otherwise supplement these General Conditions to fit the particular project with the inclusion of Supplemental Contract Provisions in the Contract Documents; and attention is specifically directed to same. Likewise, the Owner, either directly or through the Engineer, may see fit to further extend, amend, or otherwise supplement these General Conditions subsequent to the Effective Date of the Agreement through the issuance of a Change Order, Work Order, or written Directive. In general, any provision of these General Conditions is subject to any provisions of the Supplemental Contract Provisions, a Change Order, a Work Order, or a written Directive of the Owner or the Engineer that are intended by the language included therein to extend, amend, or further define, and to supersede, the subject provision of these General Conditions. This Paragraph 4.01 is intended to be applied in conjunction with the provisions of Article 8 of these General Conditions, with the provisions of said Article 8 taking precedence in all matters and instances.

4.02 *Town of Simsbury:*

1. The Town of Simsbury (i.e. the “Town”) is a municipal corporation in Connecticut and the Project is located within the limits of the Town of Simsbury.
2. As such, the Town of Simsbury has two separate and distinct roles with respect to the Project: *i)* designated Owner under the Contract, and *ii)* the regulatory and enforcement role of the municipality in which the Project is located.

3. Any reference to the Town of Simsbury (including the “Town” or the “Owner”) in the context of being the Project owner and as a Party to this Contract within the Contract Documents or otherwise as associated with the Contract shall mean and refer to the Town specifically in the role of owner of the Project, subject to and encompassing the responsibilities, authorities, and limitations set forth in the Contract Documents for the Town as owner of the Project.
4. Actions taken or authorities exerted by officials or employees of, or otherwise by, the Town of Simsbury in the context of the Town’s regulatory and enforcement role shall be deemed as separate from the role of the Town as owner of the Project and shall not in any way alter any provisions of the Contract Documents, or the interpretation thereof.
5. Other provisions of the Contract Documents, including Paragraphs 1.01-64, 1.01-65, and 2.01-10 of the General Conditions, additionally address matters related to the Town as pertains to the Contract.

4.03 Documents Furnished to the Contractor: In conjunction with the Notice to Proceed, The Owner shall furnish to the Contractor at least one printed or hard copy, which copy shall be the Contractor’s master copy which shall be stored indoors at all times and remain unaltered with respect to content and binding, and an electronic copy, in a mutually agreeable ‘snapshot’ format, of all Owner-generated Contract Documents at the time of the Notice to Proceed; and shall make available, at the Contractor’s request, up to 8 additional printed or hard copies of any or all of the subject documents. The Contractor is permitted to transmit or make copies of for transmittal, but not to in any way alter, said electronic copies, or any portion thereof, to entities providing services or materials to the Contractor with respect to the Project as necessary, provided that the Contractor shall be responsible for the completeness of any such transmitted electronic document in respect to the master provided to the Contractor, and shall be responsible to the Owner for the alteration thereof, whether intentional or unintentional, and any consequences resulting therefrom, by or as associated with any recipient thereof from the Contractor. The Owner shall also furnish the Contractor at such time with one complete printed copy each of the Improvement Plans and the Project Technical Specifications for the Contractor’s use in complying with the provisions of Paragraph 11.14. The Contractor’s attention is directed to Article 6 of these General Conditions for additional provisions regarding the Contract Documents.

4.04 Prices are inclusive: The Contractor acknowledges and agrees that, as applicable, every Unit Bid or Lump Sum price submitted by the Contractor in its Bid, and every Work Unit price presented in the Schedule of Values, includes and encompasses all plant, labor, on-site supervision, material, supplies, equipment, and other facilities or effort necessary for or incidental to the construction/fulfillment of the subject item/facility/task complete, fully functional, and properly finished, individually or in aggregate, in strict conformance with and as may be required by the Contract Drawings, Specifications, and as otherwise provided in the Contract Documents, and for the use (or uses) and appearance intended by the Town, and including all overhead, expenses, profit, support services, consulting services, transportation, storage, utilities, requirements of Laws or Regulations, or other matters or incidentals associated with any of the same; that any unit or lump sum price established in any Change Order shall include and encompass the same, (subject to any particular provisions of the Change Order to the contrary, and to any successful claim by the Contractor as may be raised against a unilateral Change Order); and that the Contract Price includes and encompasses the same as an aggregate of all of the Work Items or Contract Work contemplated by the Contract Documents to produce a finished product as contemplated by the Contract Documents and the Owner. Notwithstanding the foregoing, the costs, prices, and compensation due the Contractor as associated with Cost Plus work (i.e. “Method 3”, Paragraph 24.02-3), and the inclusions and exclusions associated therewith, shall be as set forth under said Paragraph 24.02-3.

4.05 ***Quantities are approximate:*** The Parties agree that any quantities of Work that were provided by the Owner in the Bid, any quantities of Work listed in the Schedule of Values, regardless of the source, any quantities of Work provided on the Improvement Plans or elsewhere within the Contract Documents, and any quantities of Work as may be included in any Change Order, and excepting herefrom any quantities of completed Work measured for payment or other purposes, are approximate, estimated solely for convenience and use in establishing the scope of the Project or Work Items, or portions or aggregates thereof, and to assist in determining schedules, in Project administration, and other such Project-related purposes. For Unit Price Work, the Contractor shall be due compensation and be paid for only the actual quantities of Work Items successfully completed in accordance with the Contract Documents, notwithstanding any dimensional or other such information as may be included or provided in the Contract Documents.

4.06 ***Project Site Availability:*** The Owner shall make the Project Site available to the Contractor in accordance with the applicable requirements, stipulations, and other provisions set forth in the Contract Documents. In particular, attention regarding this matter is directed to Paragraph 1.01-48 and Article 18 of these General Conditions for additional provisions regarding the Project Site, and to the Supplemental Contract Provisions (as may be applicable) for project-specific provisions.

4.07 ***Reference Points:*** The Owner shall provide surveys to establish reference points for construction which in the Engineer's judgment are necessary to enable the Contractor to proceed with the Work. The Contractor shall be responsible for laying out the Contract Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of the Owner. The Contractor shall report to the Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, or for any other Work-related reason, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.08 ***Commencement of Contract Times, Commitment to Fund, & Start of Work:*** The Time of Completion, and any other applicable Contract Time, will commence as stated in the Notice to Proceed (NTP), or any other appropriate Contract Time notice as may be applicable for Milestones in addition to Substantial Completion. The Contractor is not authorized to commence any Contract Work, except as otherwise specifically authorized under this Paragraph 4.08, prior to the date specified for the commencement of a relevant Contract Time in the NTP or other such Contract Time notice. No subject Work shall be done at the Project Site prior to the commencement of any relevant Contract Time. The execution of the Contract and subsequent issuance by the Owner of a purchase order for the Contract Work can be considered as a commitment to fund by the Owner for certain Contract activities and procurements, provided the same are specifically approved in writing by the Engineer to occur prior to the NTP. Such approval for activities and procurements will generally be reserved for items that are needed prior to commencing work or early in the scheduled work that have an untimely lead time associated with them; examples include required bonds and insurance, designs, schedules, and material fabrications.

4.09 ***Preconstruction Conference:*** As deemed fit by the Engineer, one or more preconstruction conferences attended by the Owner, the Engineer, the Contractor, and others as appropriate will be held to establish a working understanding among the participants as to various aspects of the Contract Work and to discuss the schedules referred to in Article 5, procedures for handling Shop Drawings and other submittals, for processing Applications for Payment, and for maintaining required records, and any other Project related matters as may be deemed fit by the attendees. The anticipated number and schedule for preconstruction conferences, if any, will be included in the Notice of Award. Preconstruction conferences shall be conducted by the Engineer.

ARTICLE 5 - PROJECT SCHEDULES

5.01 *Progress Schedule:* The Progress Schedule shall indicate the times, (number of days or dates, as appropriate,) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents, the critical path or other such means to designate relationships between Schedule elements that may affect progress, and other information as typically included by industry standards or as otherwise appropriate to the scope and nature of the Project. The Progress Schedule shall provide a clear representation of the proposed sequencing and orderly progression of the Work to meet the Time of Completion and any other Milestones. The Progress Schedule shall account for and represent, (where significant,) the timeframes for acquiring permit, submittal, and other approvals as appropriate, and for coordination with, or work or other activities by, utilities and other outside agencies, either as may be identified in or integral to the Contract Documents or as may be typical to similar projects or aspects of the Work and as may affect the progress of the Work. The Contractor shall take notice of, and inquire with, facilities, agencies, businesses, organizations, and other such entities that are located in the vicinity of the Project Site that may typically have operations, events, or other such matters that may affect the progress of the Work, and account for the same in the Progress Schedule. The Progress Schedule shall also anticipate and allow for typical variability and uncertainty with respect to any of the afore-mentioned, (in this whole paragraph), matters, the weather, and any other such factors.

5.02 *Schedule of Submittals:* The Schedule of Submittals shall outline a workable arrangement, including timeframes, for submittal, review, and processing of required submittals to the Engineer and for permit applications or any other applications or submittals to outside agencies necessary to proper completion of the Project. The Schedule of Submittals shall allow liberally appropriate timeframes for processing, corrections, and reviews of the various submittals. It is the responsibility of the Contractor to contact the Engineer to obtain a proper understanding of the anticipated process [from the Engineer's perspective] and the anticipated participants and level of review. Where applications or submittals are made to outside agencies, it is the responsibility of the Contractor to use its knowledge, experience, judgment, and resources to determine appropriate timeframes and other information to be included in its preparation of the Schedule of Submittals.

5.03 *Schedule of Values:* The Schedule of Values shall reasonably and appropriately divide the Contract Work into various Work Items, including units of measurement and estimated quantities based thereon, and assign appropriate values thereto such that the sum of the assigned values of said Work Items equals the Contract Price. Such prices will include an appropriate amount of overhead, profit, and incidentals applicable to each item of Work. The Schedule of Values shall be the basis for determining progress payments due the Contractor and for evaluating progress of the Contract Work. For a Unit Price Bid, the Contractor's submitted Bid shall form the basis for the Schedule of Values, and the Owner or the Engineer shall be responsible for preparing and maintaining the Schedule of Values. For a Lump Sum Bid, the Contractor shall prepare and maintain the Schedule of Values, subject to the review of the Engineer.

5.04 *Contractor Responsible for Schedules:* The Schedule of Values for a Unit Price Bid may only be modified by a valid, executed Change Order, and the provisions of this Paragraph 5.04 do not apply thereto. The Contractor shall be responsible for appropriately preparing, implementing, monitoring, abiding by, and maintaining all Project Schedules required under this Article 5, and shall be responsible for the contents of the same. Where the Contractor determines that any portion of any such Project Schedule will not, or may not, be met or becomes, or imminently may become, incorrect, outdated, unattainable, unnecessary, or otherwise invalid, the Contractor shall notify the Engineer of the same, and consult with the Engineer regarding the possibility or necessity for revising the subject Schedule, in an expeditious manner. If the Contractor or the Engineer determines that a revision of the subject Schedule is warranted, then the Contractor shall, in a timely manner, prepare and submit to the Engineer for review a draft of the revised

Schedule. The requirement of any such revision shall not alter the Contractor's prosecution of the Contract Work in any manner during the preparation or review of the same. Any revision of a Project Schedule in the absence of an applicable valid, executed Change Order shall not, and shall not propose to, alter the Contract Price or Contract Times in any way. The Engineer's option and discretion to allow a revised schedule is notwithstanding any other applicable requirement or provision of these Contract Documents. The Engineer may require the Contractor to provide a written explanation for the failure, or possible failure, to meet a Project Schedule.

5.05 Review by Engineer: All Project Schedules required under this Article 5, including any revisions thereof, are subject to the review and approval of the Engineer prior to being implemented or officially revised. Reference Paragraph 9.02 regarding such review and approval by the Engineer.

5.06 Waiver by the Engineer: The Engineer shall have the authority and option to waive all or any part of any requirement of this Article 5, or any enforcement associated therewith, as deemed fit or in the Town's interest thereby. Any such waiver, individually or in aggregate with others, shall not have any bearing on the treatment of future schedule submittals or future determinations by the Engineer.

5.07 Initial Approval of Schedules: Within 10 days after the issuance of the Notice to Proceed, the Contractor shall submit to the Engineer initial drafts of all Schedules required in association with this Article 5. Within 10 days after the receipt of such submittal, the Engineer shall review and provide a response to the Contractor regarding the same. Within 30 days after the issuance of the Notice to Proceed, the Contractor shall have made any corrections or adjustments to address any deficiencies noted by the Engineer and resubmit revised drafts of any rejected Schedules to the Engineer for review. No progress payments shall be made to the Contractor until all such required Schedules have been approved by the Engineer.

5.08 Additional Information: Reference Article 9 hereof for additional information regarding submittals.

ARTICLE 6 - CONTRACT DOCUMENTS

6.01 Definition: The Contract Documents are defined in Paragraph 1.01-16 hereof.

6.02 Complementary: The Contract Documents are complementary; what is required by one is as binding as if required by all.

6.03 Intent: It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof, as the case may be) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for, at no additional cost to the Owner. Any of the same not specifically included in the items identified in the Schedule of Values shall be considered as incidental to one or more of said items, and price and payment for the same shall be considered to be included in the prices for said items set forth in the Schedule of Values.

6.04 Conformity: All work performed and facilities constructed shall be in close conformity with the lines, grades, cross-sections, dimensions, and other requirements, including meeting all specified tolerances, as set forth in the Contract Drawings and Specifications. If, in the opinion of the Engineer, any materials used, or any work performed, or any finished product is not in reasonably close conformance with the Contract Drawings and Specifications and has resulted in an inferior or unsatisfactory product, the work and/or material shall be removed and replaced, or otherwise corrected to the satisfaction of the Engineer, by and at the sole expense of the Contractor.

6.05 ***Interpretations:*** Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Paragraph 22.07.

6.06 ***Amending:*** The Contract Documents may be amended to provide for additions, deletions, or revisions in the Contract Work or to modify the terms and conditions thereof by any of a Change Order, a Work Change Directive, or a formally prepared and executed Amendment document.

6.07 ***Supplementing:*** The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following means:

1. A Field Order.
2. The approval of a submittal of the Contractor by the Engineer; (Subject to the provisions of Paragraph 9.02-8).
3. A written interpretation or clarification of the Engineer.

6.08 ***Reuse of Documents:***

1. The Contractor, or any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with Contractor, shall not:
 - a) Have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any of the same) prepared by or bearing the signature of the Engineer or any consultants of the Town, including electronic media editions; or
 - b) Reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or on any other project or endeavor without the written consent of the Owner, the Engineer, and, as may be applicable, any subject consultant of the Owner.
2. The prohibition of Paragraph 6.08-1 above will survive final payment or termination of the Contract. Nothing herein shall preclude the Contractor from retaining copies of Documents for record purposes.

ARTICLE 7 - REFERENCE STANDARDS AND SPECIFICATIONS

7.01 ***Identification in Supplemental Contract Provisions:*** Specific reference standards and specifications applicable to the Contract are identified in Paragraph 2 of the Supplemental Contract Provisions. This identification is not exhaustive and does not represent the total of reference standards and specifications that are applicable to the Contract or have jurisdiction over or otherwise effect on the Contract Work. Reference standards and specifications may be and are included in the Contract through other provisions of the Contract Documents.

7.02 ***Applicable Version:*** Reference to standards or specifications, including manuals or codes of any technical society, organization, or association (including government agencies), or to Laws or Regulations, whether such reference be specific or by implication, shall mean the version or issuance of the 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 in

the Contract Documents. Where an applicable Law or Regulation is revised or a new Law or Regulation is established that has governance over any aspect of the Contract Work subsequent thereto, and subject to any applicable grandfather clause as may be included therein, then the new or revised Law or Regulation shall become in effect and shall be fully complied with. The Engineer has the right, as deemed fit thereby, to alter or amend the Contract Documents, in accordance with the applicable provisions thereof, to incorporate all or part of any other reference standard or specification, for which a revised, expanded, or otherwise updated version of the same is issued prior to Substantial Completion. Where the Engineer is considering to incorporate any revised, expanded, or otherwise updated standard or specification, the Engineer shall notify the Contractor of the proposed inclusion at least 20 days prior to effectuating the same; and request in such notification that the Contractor review the proposed inclusion and, within the 20 days, comment in writing to the Engineer on how the same may affect the Contract Work or its prosecution thereof, and any cost or time adjustments the Contractor considers fit and warranted to accommodate the same. Any adjustment of Contract Price or Time actually effectuated in association with any such inclusion that is implemented will be so effectuated in accordance with the applicable provisions for changes in the Work included in the Contract Documents.

7.03 *New or Revised Laws or Regulations – Risk:* In general, the Contractor shall bear the risk for new or revised Laws or Regulations relating to labor, health, safety, erosion and sedimentation control, and other such matters that are of a general, overhead, or cost-of-doing-business nature with respect to the prosecution of work of a similar nature to that proposed under the Contract; and the Contractor shall not be due any additional compensation as a result of the same. Where deemed fit and in the interests of the Town thereby, the Owner and the Engineer may agree to appropriately adjust the Contract Price or Time in situations which may overlap the applicability of the preceding sentence without the same altering or affecting any other similar situation occurring or encountered under the Contract. Where a changed requirement associated with Laws or Regulations is directly and specifically associated with any permit or license specifically obtained for the Project or with any non-general item of work identified in the Schedule of Values, then the Contract Price or Times shall be adjusted via a Change Order as warranted.

7.04 *Limitations:* No provision of any such reference standard, specification, manual or code shall be effective to change the duties or responsibilities of the Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, except where the specific wording or context of the subject reference is clearly specifying a requirement to be complied with, and in any such case, only to the most limited extent as may be applied thereto and subject to the provisions of Article 8. No such provision or instruction shall be effective to assign to the Owner or the Engineer, or any of their consultants, agents, or employees, any duty or authority to supervise or direct the performance of the Contract Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

ARTICLE 8 - DISCREPANCIES IN CONTRACT DOCUMENTS

8.01 *Intended Conflicts:* It is the nature of the formulation of Contract Documents, in the interests of using general conditions and reference specifications and standards, that, as documents that are more specific to the Town or the Project are developed, there may be included therein conflicts with more general documents where such conflicts are intended by the specific language included therein to supersede the subject portions or provisions of the more general documents; (e.g. provisions of the Supplemental Contract Provisions may conflict with and supersede provisions of the General Conditions by intent; and, similarly, provisions of the Project Technical Specifications may conflict with and supersede the provisions of reference specifications or standards by intent; etc.) Where such conflicts appear clearly intended, as described in the preceding sentence, by the Owner or the Engineer in the preparation of the subject documents, and, where any such conflict can be readily resolved by applying the appropriate provisions of

this Article 8, and, where applying any such resolution does not appear to adversely affect the quality, outcome, or other aspect of the Contract Work, or in cases where a subject discrepancy is clearly trivial, then the reporting requirements of the Contractor contained in this Article 8 shall not apply. Note that this waiver of reporting requirements only applies to more specific documents prepared by the Owner or the Engineer; and, specifically does not apply where any Law, code, Regulation, or permit requirement is involved to any degree in the subject discrepancy.

8.02 *Contractor's Preliminary Review:* Prior to undertaking each part of the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. The Contractor shall promptly report in writing to the Engineer any conflict, error, ambiguity, or discrepancy, (all of which may be encompassed hereunder by the terms "discrepancy" or "discrepancies", as the case may be,) which the Contractor may discover and shall obtain a written interpretation or clarification, which may include instructions, from Engineer before proceeding with any Work affected thereby.

8.03 *Contractor's Ongoing Review:* If, during the performance of the Contract Work, the Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work, or of any standard, specification, manual or code, or of any instruction of any Supplier, the Contractor shall promptly report the same to the Engineer in writing. The Contractor shall not proceed with the Work materially affected thereby (except in an emergency as required by Paragraph 19.06) until a written interpretation or clarification, which may include instructions, is received from the Engineer regarding the same. Attention is directed to Paragraph 23.03 regarding changed conditions.

8.04 *Contractor's Liability Limited:* The Contractor shall not be liable to the Owner or the Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless the Contractor knew or reasonably should have known thereof.

8.05 *Reporting to Have Precedence:* Where the Contractor has any question or any uncertainty as to whether reporting a discrepancy known to it is required hereunder or as to the appropriate resolution to any discrepancy as may be attempted in accordance herewith, then the Contractor shall report said discrepancy to the Engineer in accordance herewith in precedence over non-reporting. Under no circumstances shall the Contractor assume a resolution to any discrepancy, except as may be reached through the proper application of the provisions of Paragraph 8.01 above.

8.06 *Engineer's Obligation to Notify:* Where the Engineer becomes aware of a discrepancy that was not intended by the Engineer or the Owner in the preparation of the Contract Documents, and where the same is deemed by the Engineer to not be trivial, then the Engineer shall notify the Contractor in writing of the same a timely manner, relative to the nature of the discrepancy. Such notification requirement only applies to discrepancies known to the Engineer.

8.07 *Good Faith:* Neither party may take advantage of any known or obvious error or omission in the Contract Documents to the detriment of the other or the Project.

8.08 *Resolution – General:* In general, in case of any discrepancy that was not clearly intended by the Owner or the Engineer as set forth in Paragraph 8.01, and being subject to applicable Laws, Regulations, codes, and permit requirements, and taking into consideration any specific interpretations or clarifications of the Engineer with respect thereto, the more stringent requirement shall be considered as governing. For discrepancies with respect to the Contract Work and direct prosecution thereof, the higher performance requirement shall govern in conjunction with the more stringent requirement. The higher performance requirement shall be interpreted to be the equipment, material, device, method of construction, fabrication,

and/or installation, and/or resulting final product that represents the highest quality. In the event of uncertainty between the higher performance requirement and the more stringent requirement, the higher performance requirement shall have precedence. Given numerical dimensions and/or calculated dimensions accurately derived from given numerical dimensions shall govern over dimensions derived from applying a scale or other measuring device to graphical representations or otherwise interpreting a graphical representation without the use of given numerical dimensions. In general, documents of later issuance shall have precedence over equivalent documents of earlier issuance.

8.09 Resolution Continued – Technical Matters: As applied to technical matters involved in the Contract Work or the prosecution thereof, where application of the general clause set forth in Paragraph 8.08 does not result in a clear resolution of the subject discrepancy or is otherwise inconclusive, then the discrepancy shall be resolved by applying the following order of governance of the various identified components of the Contract Documents, listed in order of descending precedence, that may be a part of the discrepancy. In the event that a subject document is not listed, then, subject to not taking precedence over components 1, 2 or 3, more specific documents shall have precedence over less specific documents.

1. Applicable Laws, Regulations, and codes.
2. Environmental Permits, including the regulatory requirements thereof as related to any pending or required application therefor and the contents of any such pending application that have been included therein in an effort to meet any such requirements.
3. Other Governmental Permits, including the regulatory requirements thereof as related to any pending or required application therefor and the contents of any such pending application that have been included therein in an effort to meet any such requirements.
4. Change Orders or Written Change Directives.
5. The Contract Agreement.
6. Contract Provisions or Technical Specifications contained within any Bid Addendum.
7. Project Technical Specifications.
8. Improvement Plans.
9. Supplemental Contract Provisions
10. Town standard specifications and details.
11. General Conditions
12. Bid Instruction and Information
13. Form 818 and any other CTDOT standard specifications and details.
14. Other reference standards or specifications per the provisions of Article 7.

8.10 Resolution Continued– Bid Matters: For discrepancies related to the Bid, where application of the general clause set forth in Paragraph 8.08 does not result in a clear resolution of the subject discrepancy or is otherwise inconclusive, then the discrepancy shall be resolved by applying the following order of governance of the various identified components of the Contract Documents, listed in order of descending precedence, that may be a part of the discrepancy.

1. Applicable Laws, Regulations, and codes.
2. Addenda to the Bid Instructions and Information

3. Invitation to Bid
4. Special Bid Provisions
5. Bid Instructions and Information
6. Technical documents in the order of precedence set forth in Paragraph 8.09.
7. General Conditions.

8.11 ***Resolution Continued – Other Matters:*** For discrepancies related to all other Contractual matters, where application of the general clause set forth in Paragraph 8.08 does not result in a clear resolution of the subject discrepancy or is otherwise inconclusive, then the discrepancy shall be resolved by applying the order of governance set forth in Paragraph 8.09 with the technical components, (components number 7, 8, 10, 13, and 14 removed).

8.12 ***Approved Submittals:*** Although Shop drawings and other Contractor submittals that have been approved by the Engineer are not part of the Contract Documents, they do have meaning to the Contract and conflicts that occur in the same shall be considered with respect to discrepancy resolution if, ***and only if***, any such conflict was properly noticed to the Engineer in accordance with Paragraph 9.01-11 prior to the Engineer's approval of the same.

ARTICLE 9 - SUBMITTALS AND REVIEWS

9.01 ***Contractor's Submittals:***

1. The Contract Documents set forth and otherwise allow various required or optional submittals from the Contractor to the Engineer for review and approval, including schedules, Shop Drawings, samples, test reports, substitutes, diagrams, data sheets, and others. Such submittals shall be in accordance with the requirements of any and all applicable provisions of the Contract Documents.
2. If the minimum number of copies to be submitted for any submittal is not stated in the Supplemental Contract Provisions, then the Contractor shall inquire with the Engineer as to the minimum number to submit.
3. All such submittals shall contain sufficient information, detail, and other particulars, and be of appropriate scale and scope, to adequately and appropriately portray and/or communicate its intended purpose. Any submittal which, in the opinion of the Engineer, does not minimally meet this standard may be summarily rejected by the Engineer without formal review; and in such case, the submittal will not be considered as having been officially submitted.
4. Prior to submitting each Shop Drawing, Sample, or other applicable submittal, the Contractor shall have determined and verified:
 - a) All field measurements, quantities, dimensions specified, performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto; and, field measurement documentation shall be included for reference;
 - b) The suitability of all materials, and construction and installation means and methods associated therewith, with respect to intended use, fabrication, shipping, handling, storage, and assembly pertaining to performance of the Contract Work and incorporation of the same as part of the successful completion of the Project as intended by the Contract Documents;

- c) All information relative to the Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions incident thereto, necessary or convenient to proper incorporation of the subject items/matters into the Contract Work; and,
 - d) Shall have reviewed and coordinated each Shop Drawing, Sample, or other submittal with other Shop Drawings, Samples, or other submittals and with the requirements of the Work and the Contract Documents.
5. Where required or otherwise appropriate, a submittal shall be signed, sealed, and dated by a qualified Professional Engineer licensed to practice in the State of Connecticut, and/or other licensed professional as appropriate, and shall be prepared accordingly.
6. Each submittal shall bear or be accompanied by a stamp or written certification, signed and dated by an authorized appropriate representative of the Contractor, stating that said signer has reviewed the subject submittal and determined that the same satisfies the applicable obligations of the Contractor under the Contract Documents.
7. Any reasonable request from the Engineer for additional information to assist in its review of any submittal shall be complied with by the Contractor in a timely manner.
8. The timing for any submittal shall be in conformance with the Schedule of Submittals, if any, and, notwithstanding the foregoing clause, shall be submitted to the Engineer sufficiently, (at minimum 15 days, unless a shorter time period is otherwise specified in the Contract Documents or by the Engineer,) in advance of the proposed use to allow for its review without delaying the Contract Work. Any such minimum lead time for any submittal assumes that the subject submittal will be determined acceptable as submitted; and the Contractor is responsible to take this understanding into account with respect to the timing of submittals. Any delays to the Contract in any respect as a result of revisions, resubmission, or additional review of any submittal being necessary in order to obtain approval of the subject submittal are solely the responsibility of the Contractor.
9. Any suggestions, comments, or conditions resulting from the Engineer's review of any submittal shall be appropriately taken into consideration by the Contractor; with any conditions being incorporated into the corresponding Contract Work, or other aspect of the Project, as appropriate. It is not the intention that any such condition will materially alter the contents of any subject submittal with respect to its function or suitability for its intended purpose. If the Contractor is of the opinion that any such condition does create such an alteration, then the Contractor shall immediately bring this matter to the attention of the Engineer for resolution, and shall not incorporate or act on the subject submittal until such resolution has been determined.
10. The contents of any submittal by the Contractor, and any incorporation in, bearing on, or relation to the Contract Work or the prosecution thereof, of said contents are the responsibility of the Contractor and remain so notwithstanding any review, approval, suggestions, comments, or conditions by the Engineer in relation thereto; and excepting therefrom, on as limited of basis as is practical, any part or portion thereof which may be as specifically and particularly specified in the Contract Documents.
11. The Contractor shall give to the Engineer specific written notice of any variations from the applicable requirements of the Contract Documents presented or represented in the contents of the any submittal. Said notice shall be in the form of an accompanying written communication specifically identifying any variations in the subject submittal and, except where clearly not practical, a **distinct** notated identification (as a variation) of any such variation on the submittal itself.

12. Any resubmittal associated with any submittal as may be necessitated by a rejection from the Engineer or may be otherwise instituted by the Contractor shall be subject to the same requirements and provisions as the original submittal; and, in addition thereto, the Contractor shall direct specific attention in writing to any revisions contained therein in relation to previous submittals for the same matter other than those called for by the Engineer in the review process.

9.02 *Engineer's Review:*

1. Any review of any submittal or other matter by or for the Engineer shall be considered to be less-than-comprehensive, and to be a determination regarding the general and apparent conformance of the subject matter with respect to its scope, size, nature, intent, or purpose in relation to the Project in its entirety and in the subject matter's appropriate part thereof, and with respect to the Contract Drawings and Specifications. Any such review as may be related to items to be incorporated into the Contract Work will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. In addition, any such review is performed solely in the interests of the Town. In addition, any approval from the Engineer in association with any such review shall be considered to be regarding, and limited to, the same.
2. The Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for 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.
3. The Engineer, in his review, may rely on the information contained within any subject submittal to be complete, comprehensive, and accurate to the Contractor's knowledge and to the knowledge of the preparer of the submittal or any subject part thereof, and may rely on the Contractor having met all of his obligations under the Contract with respect to the subject submittal.
4. Upon the submittal by the Contractor of any document for review, the Engineer shall perform, or have performed, a review and provide a response in a timely manner; and the Engineer will be allowed a reasonable time within which to review and evaluate each submittal. The response shall either inform the Contractor in what areas the Engineer finds the subject submittal to be lacking, or shall be an approval; which approval may include suggestions, comments or conditions.
5. The Engineer may utilize any means or resources available to it and as deemed appropriate thereby to assist in its review of any submittal or other matter.
6. The amount of effort or detail undertaken by the Engineer, or its designee, in any such review shall be the amount deemed appropriate by the Engineer to make such determination as called for in (1.) above, and shall not be construed to have bearing on any other matter.
7. Under no circumstances shall any response, declaration, or action of the Engineer, or any representative or agent thereof, be construed to be a comprehensive approval of any of the calculations, details, content, or judgments contained in, made for, or in any way associated with any submittal, or any application, derivative, or constituent part or process thereof, that is the subject of any such review; nor shall the Engineer be deemed in any way responsible for any of the same.

8. The Engineer's review and approval of any submittal shall not relieve the Contractor from responsibility for any variations from the requirements of the Contract Documents unless the Contractor has strictly complied with the requirements of Paragraph 9.01-11 and the Engineer has notated specific approval of any and each such subject variation incorporated in the overall approval of the subject submittal. The Engineer's review and approval shall not relieve the Contractor with responsibility for complying with the requirements of 9.01-4.

9.03 *Unauthorized Work associated with submittals:*

1. Where a submittal is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal shall be considered as Unauthorized Work.
2. Where any variation from the Contract Documents associated with any submittal is incorporated into the Contract Work without proper notice to the Engineer as set forth in 9.01-11, then any associated Work shall be considered unauthorized, notwithstanding any approval of the subject submittal by the Engineer or payment therefor by the Owner.

ARTICLE 10 - ELECTRONIC COMMUNICATIONS, ATTACHMENTS, AND DATA

10.01 ***Advantages:*** The Contract Parties recognize and may utilize, in accordance herewith, the convenience, speed, and often, with respect to data transfers, accuracy advantages of electronic communications, attachments, and data transfers.

10.02 ***Drawbacks:*** The Contract Parties also recognize the potentially significant drawbacks associated with the same, which include possible data or transfer corruption or truncation, possible non-transmittal, and overall verification issues.

10.03 ***Responsibilities:*** It is the responsibility of the receiver of any electronic communication, attachment, or data to reasonably examine the same and note any anomalies, inconsistencies, or questionable aspects of the same to the sender in an attempt to verify the completeness and validity of the same. The responsibility of the completeness and validity of the same, with respect to the electronic nature of its transfer, falls on both Parties. It is the responsibility of the sender to verify: (i) that electronic version of any document is a true and accurate copy of the original (as known to the sender) and (ii) to a reasonable extent, that the subject transmittal was received by the other party. Appropriately acknowledging and considering these drawbacks and responsibilities, the Parties agree:

10.04 ***Electronic Communications:*** Electronic communication via email is valid for routine written communication. (Note: Email attachments are not considered to be electronic communication and are addressed separately below.) Other forms of electronic communication are not valid as any kind of written communication. Email is not valid for Change Orders, Written Change Directives, Amendments, required submittals, Notices of Award, to Proceed, or of Substantial Completion, notices related to final resolution of any Claim, Certificates of any kind, waivers of any Contract Provisions, approval of submittals, or Contract suspension or termination of any kind.

10.05 ***Electronic Attachments:*** Electronic attachments to email may be used to transmit copies of documents for expediency. Such copies are not to be considered as originals, and hard copies of such documents shall be subsequently (or concurrently) transmitted to the receiving party as set forth elsewhere in these Contract Documents, unless the need for any such hard copy transmittal is specifically waived, in writing, by the receiving party. Such waiver is not allowed for any document specifically listed in

Paragraph 10.04 as being not valid for Email communication, or any document where an original is called for or appropriate. Electronic attachments to email may also be used to transmit electronic data.

10.06 *Electronic Data:* In addition to transmittal via email attachment, Contract related electronic data may be transmitted by any other valid electronic means. The receiving party of electronic data agrees to test, examine, and take other steps to verify the integrity of such data (though with no requirement to verify completeness or accuracy of the same) within 60 days of receiving any such data. Following said 60 days of receiving any such data, the receiving party shall be deemed to have accepted any data thus transferred. The sending party shall promptly address any questions or concerns of the receiving party by verifying the integrity of the sent data, correcting any errors or voids, retransmitting as necessary, or any other appropriate steps.

10.07 *Format:* Data and documents transferred electronically shall be in a format agreed upon by both Parties, unless the particular format is set by the Contract Documents or an applicable requirement or standard. The default format for any document is the common Portable Document Format (pdf) standard. The transferring party makes no representations as to long term compatibility, usability, or readability of documents or data thus transferred.

SECTION 3 THE CONTRACTOR

ARTICLE 11 - GENERAL

11.01 *Notice:* While this Section 3 sets forth many of the responsibilities of the Contractor under the Contract, it is not intended to, nor does it, set forth all of such responsibilities. Additional responsibilities of the Contractor are set forth in numerous other provisions of these General Conditions, in the Supplemental Contract Provisions, in other Contract Documents, in Laws, Regulations, codes and permits, and other such locations as may be referenced in the Contract Documents or otherwise applicable. All of the same should be carefully examined in order to determine the full scope and nature of the Contractor's responsibilities with respect to the Contract.

11.02 *Fundamental Duty:* The fundamental duty of the Contractor under the Contract is to prosecute the Contract Work in compliance with any and all of the requirements and conditions of the Contract Documents and to thereby render a completed Project of the functional and aesthetic characteristics and value contemplated by the Contract Documents and, in general, may be typically expected of such work or facilities as an industry standard.

11.03 *Responsibilities Intrinsic and Incidental:* The responsibilities of the Contractor set forth in these General Conditions and in Laws and Regulations are intrinsic and incidental to the Project and the Contract Work as a whole and to the various Work Items as unspecific aggregate portions of the whole. As such, in general, and subject to any particular provisions of the Contract Documents that may specifically arrange for direct payment, the costs for efforts or actions of the Contractor in complying with any such responsibilities are considered to be included in the prices set forth for the various unspecified Work Items set forth in the Bid/Schedule of Values. For purposes of convenience, accounting, or other reasons deemed appropriate by the Owner, the Owner may determine or agree to encompass or include one or more of such responsibilities of the Contractor, or portions thereof, in one or more particular identified Work Items, either in the original Bid/Schedule of Values or in a Change Order, and thereby compensate the Contractor for the same in a more specific manner. Any such encompassment/inclusion shall be treated as an isolated occurrence and not in any way alter the application or interpretation of this Paragraph 11.03 regarding any other matter.

11.04 ***Provided Elements:*** The Contractor shall, except as otherwise specified in the Contract Documents, provide, appropriately incorporate into the Project, and assume full responsibility for all services, materials, equipment, machinery, tools, appliances, labor, transportation, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other elements and incidentals necessary for the prosecution, performance, testing, start up, and completion of the Contract Work.

11.05 ***Laws and Regulations:***

1. The Contractor shall give all notices required by and shall comply with all Laws and Regulations, including permits or licenses issued in accordance therewith, applicable to the performance of the Contract Work. Except where otherwise expressly required by applicable Laws and Regulations, neither the Owner nor the Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
2. If the Contractor performs any Contract Work knowing or having reason to know that it is contrary to Laws or Regulations, including the requirements of any permits or licenses, or otherwise fails to comply with the provisions of 11.05-1 above, the Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be the Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve the Contractor of any obligations under the Contract Documents as related to addressing discovered discrepancies or changed conditions.
3. Article 7 contains additional provisions regarding Laws and Regulations, including provisions regarding new or revised Laws and Regulations.

11.06 ***Permits:*** Unless otherwise provided in the Supplemental Contract Provisions or by the Engineer in writing, the Contractor shall obtain and pay for all construction related permits and licenses. The Owner shall assist the Contractor, when necessary and as appropriate, in obtaining such permits and licenses. Unless otherwise provided in the Supplemental Contract Provisions or by the Engineer in writing stating that the Town or some other entity shall be solely responsible for any particular aspect of compliance, or where the only reasonable interpretation of the subject provision of any applicable permit or license is that compliance with the same is the sole responsibility of the Owner or some other entity, and provided that any such responsibility of the Owner or other entity is to be interpreted as narrowly as is reasonable, the Contractor shall be responsible for complying in the prosecution of the Contract Work with the requirements of any applicable permit or license. The Contractor shall pay all governmental or utility 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. The Owner shall pay all charges from utility owners for connections for providing permanent service to the Work.

11.07 ***Additional Lands or Facilities:*** The Contractor shall provide, at its own expense unless otherwise specifically provided for in the Supplemental Contract Provisions, for all additional [to the Project Site] lands or facilities, and including access thereto and maintenance and security thereof, that may be required or convenient for temporary construction facilities, staging, or storage of materials and equipment. Any and all such additional lands or facilities shall be considered under the sole control and responsibility of the Contractor; and the Owner shall not have, and shall not be construed to have, any control, responsibility, or liability with respect thereto whatsoever.

11.08 *Continuing the Work:*

1. The Contractor shall continue to prosecute the Contract Work and adhere to the Progress Schedule during all disputes or disagreements with the Owner or the Engineer. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as may be permitted by Paragraph 27.04-2 or as the Owner and the Contractor may otherwise agree in writing.
2. Where differing site conditions, Hazardous Environmental Conditions, utilities, other contractors, or other matters create a situation or conflict that causes the Contractor to suspend prosecution of any portion of the Contract Work for any significant time with respect to the Contractor's progress on the Contract Work or the Contractor's costs with respect to any delay, then:
 - a) the Contractor and the Engineer shall separately and jointly (and including the Owner in the foregoing, should the Owner desire to participate) evaluate if it may be expedient to the progress of the Contract Work or in the good faith interests of the Owner for the Contractor to relocate any or all of the labor or equipment affected thereby to other Work as may be available to the Contractor to undertake, or to otherwise take reasonable steps or make reasonable adjustments to minimize the effects any such suspension may have on the overall progress of the Contract Work, while such situation or conflict is evaluated and resolved.
 - b) If it is jointly determined thereby that any of the same is expedient to the Project or in the good faith interests of the Owner, or if the Engineer recommends and the Owner unilaterally determines the same and so directs the Contractor in writing, the Contractor shall promptly relocate the labor or equipment, or take such steps or make such adjustments, as is subject to such determination to undertake other Contract Work in the interim.
 - c) When the subject situation or conflict is resolved, or the Owner directs the Contractor to do so in writing, the Contractor shall promptly resume the subject suspended Work, with, in any case where the Contractor has relocated labor or equipment per 11.08-2(b) above, due consideration given to the convenience of the Contractor (with respect to prosecuting the Contract Work) and the interests of the Project as may be applicable to the timing of the Contractor resuming the Work.
 - d) If, in the event of any such directive of the Owner for the Contractor to resume any such suspended work, the Contractor reasonably deems that it is not safe, with respect to any material matter, to so resume the subject Work, then the Contractor shall refuse to do the same and shall promptly notify the Owner and the Engineer in writing of the reasons for such refusal, and what steps or events the Contractor deems must transpire in order for the safe resumption of the subject Work.
 - e) In any such case where the Contractor refuses to resume suspended Work under 11.08-2(d) above, then it shall become the responsibility of the Contractor to diligently monitor and evaluate the subject situation and to resume the subject Work when the Contractor reasonably deems that it is safe to do so. In any such case where the Contractor so refuses to resume suspended Work, if the Owner deems that the Contractor unreasonably delays to resume the Work either when so directed or otherwise when it has become safe to do so, then the Owner may pursue a Claim, or any other applicable interim measure available, with respect thereto as provided for in the Contract Documents.
 - f) Note that the resumption of suspended Work provisions under this Paragraph 11.08-2 are not applicable to any suspension of Work resulting from Hazardous Environmental Conditions.

g) The Contractor shall be due any reasonable costs incurred as associated with any such relocation, steps, or adjustments (subject to the provisions of Paragraph 23.03-5), determined on a Cost Plus basis in accordance with Paragraph 24.02-3 or as otherwise agreed to by the Parties and the Engineer, and a Work Change Directive and/or Change Order for the same shall be issued if so requested by the Contractor.

11.09 *Cooperation with Owner's Representatives:*

1. The Contractor shall keep the Project Field Representative, or, in the absence thereof, the Engineer, generally and appropriately informed of the Contractor's proposed activities with respect to the prosecution of the Contract Work on a regular basis, the default interval of which is weekly, to the satisfaction of the subject Owner's representative.
2. Where any such Owner's representative, or the Contract Documents, makes a specific written requirement for notification prior to the Contractor commencing any particular aspect of the Contract Work, or makes a specific written requirement regarding the necessity of direct observation of any particular aspect of the Work, the Contractor shall comply with the same; and, the Contractor understands and agrees that any work performed in non-compliance with the provisions of this Paragraph shall be considered unauthorized.
3. Where the Contract Documents or any written correspondence from the Engineer or the Contractor requires or provides for full-time field representation on behalf of the Owner, then any Work performed by the Contractor when the Project Field Representative is not present at the Project Site, or any Work performed in such a manner as to give the appearance of hiding or shielding, in any manner, its performance from the observation of the Project Field Representative, may be considered as unauthorized by the Engineer.
4. The Contractor shall provide reasonable accommodation, safety, and assistance to the Owner's representatives, which for the purposes of this paragraph includes persons on Site on behalf of the Owner for purposes of taking measurements, collecting samples, or conducting tests, for their observation of Contract Work, including brief halts to one or more operations, uncovering of work, moving of equipment, materials, or other facilities, otherwise creating access, whether visual or physical, to aspects of the Work, or assisting in the taking of measurements.
5. Where a Project Field Representative is being used, the Contractor shall properly respect the same in all matters, including the Representative's role as a means of informal cooperation and communication between the Engineer and the Contractor.

11.10 *Delegation of Professional Design Services:*

1. The Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Contract Work or unless such services are required to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable Laws or Regulations.
2. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Engineer will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals

related to the Contract Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

3. The Owner and the Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and the Engineer have specified to the Contractor appropriate performance and design criteria that such services must satisfy.
4. Any review and approval of any submittal pursuant to this Paragraph 11.10 shall be in accordance with the provisions of Paragraph 9.02.
5. The Contractor shall not be responsible for the adequacy of the design or performance criteria set forth by the Contract Documents, to the extent of the same.

11.11 *Requirements Regarding Underground Facilities:* The Contractor is reminded that there exists requirements of State Laws and Regulations regarding excavations as related to existing and installed Underground Facilities, including the requirement to contact Connecticut Call Before You Dig, the State's designated central clearinghouse, to request location mark-outs of existing Underground Facilities sufficiently prior to commencing any particular excavation at the Project Site, and to incorporate appropriate warning measures into the installation of Underground Facilities. It is the sole responsibility of the Contractor to be familiar with and to comply with such requirements.

11.12 *Erosion and Sedimentation Control:* The Contractor is reminded that, in addition to any requirements therefor as may be included in the Improvement Plans, Technical Specifications, Supplemental Contract Provisions, or elsewhere within the Contract Documents, there exists requirements of State and local Laws and Regulations regarding erosion and sedimentation control as related to construction activities and sites, including requirements to obtain permits. Except as otherwise specifically provided for in the Contract Documents, it is the sole responsibility of the Contractor to be familiar with and to comply with such requirements.

11.13 *Loading structures or improvements:* The Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Contract Work, or existing Improvement, or any adjacent property to stresses or pressures that will endanger it.

11.14 *Plans and Specifications at the Project Site:* The Contractor is responsible to have at least one complete, bound set of each the Improvement Plans, the Project Technical Specifications, and Form 818 readily available at or near the Project Site for reference during project meetings at the Site, or otherwise for the Engineer, the Owner, or any applicable representatives thereof; and the Contractor shall make such Plans or Specifications available to the same promptly upon request.

11.15 *Sales and Use Taxes:* The Contractor shall comply with CGS Chapter 219 pertaining to tangible personal property or services rendered that may be subject to sales tax. The Contractor is responsible for determining its tax liability. The Contractor on its behalf and on behalf of its Affiliates (as defined therein) shall comply with the provisions of CGS Section 12-411b. The Town is exempt from Connecticut sales and use taxes on labor, materials, and equipment incorporated into the Work. The Contractor is responsible to inform all Subcontractors, Suppliers, or other such entity of this exemption and shall not pay such taxes on any such items. The CT Department of Revenue Services provides additional information and forms regarding exempt purchases. The Town will provide support to the Contractor on this matter as is requested and reasonable.

ARTICLE 12 - PROJECT SUPERVISION

12.01 ***Supervision:*** The Contractor shall supervise, inspect, direct, and control the Contract Work, and those performing the Work, competently and efficiently, devoting such attention and applying such skills and expertise thereto as may be necessary to prosecute the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction and other aspects of prosecuting the Contract Work. The Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. The designation of a qualified and competent Project Superintendent, as set forth below, is integral to the overall Project supervision by the Contractor.

12.02 ***Project Superintendent:***

1. The Contractor shall assign and, at all times during the occurrence of Project activities, have present at the Project Site a competent representative thoroughly experienced in the type of work being performed, who shall be termed the "Project Superintendent". The Project Superintendent shall have authority to act on behalf of the Contractor. All communication given to or received from the Project Superintendent shall be binding on the Contractor.
2. If the Contractor so chooses, one or more alternates to act as representative in place of the Project Superintendent in his/her absence may be designated. Any such alternate, or combination thereof acting at any given time, shall, in the absence of the Project Superintendent, as does the Project Superintendent, have similar qualifications with respect to the work being supervised thereby and equal authority to act as the Contractor's agent and all references to the Project Superintendent herein apply likewise to any alternate when acting in such capacity. It is solely the responsibility of the Contractor to ensure that the Engineer has been properly notified when the Project Superintendent will be absent from the Project Site and who shall be acting as an alternate, and to what capacity, during such absence; and to ensure that a proper submittal has been made to the Engineer regarding any such alternate. The Engineer will work with the Contractor in any case of an emergency situation with respect to the Project Superintendent; however, the Contractor remains responsible to ensure that there is proper supervision for the prosecution of Contract Work at all times.
3. The Project Superintendent and any alternate are subject to the review of the Engineer. The name and qualifications of the proposed Project Superintendent shall be submitted to the Engineer prior to the commencement of Contract Work; the name and qualifications of any proposed alternate shall be submitted to the Engineer for review at least 4 days prior to the subject alternate acting in such capacity. Upon the passage of 4 days from any such submittal, the Project Superintendent or subject alternate shall be considered acceptable to the Engineer, subject to any issued or future reasonable objection of the Engineer, on the basis of qualifications, conduct, or reputation. If, after discussing such reasonable objection with the Contractor, which discussion the Contractor shall promptly arrange following notice of such objection, the Engineer persists in such objection, the Engineer may direct the Contractor to replace the subject individual from the subject role, and the Contractor shall comply with the same.
4. The Project Superintendent shall have the appropriate training and knowledge to be considered a "competent person" under the OSHA standards, regulations, instructions, and/or other guidelines applicable for, as a minimum, excavations and confined spaces.
5. The Project Superintendent is required to have an email account that he has reasonable ready access to at the Project Site that is designated to the Engineer (by providing the Engineer with the

subject email address) as available for use for written communications (including those from the Owner) transmitted via email. The Project Superintendent shall be responsible for monitoring such email account during working hours for communications from the Engineer regularly at [not necessarily standard] intervals of not to exceed 3.5 hours. The Contractor is responsible to make necessary arrangements, potentially including providing alternate email addresses (and appropriate notice if necessary) to the Engineer, to insure that any such email transmissions are received by the Contractor in a timely manner in the event that the Project Superintendent is absent from the Project Site, or otherwise unable to appropriately monitor his email account, for more than 3.5 hours; and the Engineer shall comply with all reasonable requests from the Contractor for the Engineer's coordination in assisting any such arrangements (e.g. such as sending messages to more than one email address or using an alternate email address for designated periods, etc.).

6. The Project Superintendent shall not be replaced by the Contractor without at least 4 days prior notice, including the name and qualifications of the proposed replacement, to the Engineer.

7. Any Work performed while the Project Superintendent is absent from the Project Site may be considered unauthorized due to lack of superintendence at the judgment of the Engineer based on the scope and nature of the subject Work.

ARTICLE 13 - LABOR, WORKING HOURS, MATERIALS, & SUBSTITUTES

13.01 **Competent Personnel:** The Contractor shall provide sufficient, competent, and suitably qualified personnel to survey, lay out, and perform all aspects of the Contract Work as required by the Contract Documents.

13.02 **Discipline and Order:** The Contractor shall at all times maintain good discipline and order at the Project Site. All personnel at the Project Site on behalf of the Contractor shall remain temperate, orderly, courteous and respectful to the public and representatives of the Owner, the Engineer, or any other entity having business at the Project Site, and approach their duties with proper care.

13.03 **Normal Working Hours:** Unless otherwise designated in the Supplemental Contract Provisions, or otherwise specifically approved in writing by the Engineer, the normal working hours at the Project Site shall occur between 7:00 a.m. and 5:00 p.m. on any given day and shall not exceed 40 hours, excluding normal lunch breaks, in any given week. When the Project Site is adjacent to residential uses, no loud activities, including starting or running equipment or loud talk, shall occur before 7:00 a.m.

13.04 **Normal Workdays:** Unless otherwise designated in the Supplemental Contract Provisions, or otherwise specifically approved in writing by the Engineer, the normal workdays for Work at the Project Site shall be Monday through Friday, and excepting therefrom any day that is designated by the Town as being a holiday for its employees. A list of such holidays for any given year may be obtained, by request, from the Engineer or the Owner's representative.

13.05 **Work Outside of Normal Working Hours or Workdays:** Except as otherwise specifically allowed in the Contract Documents: All Work at the Project Site shall be during the normal working hours or workdays (i.e. normal working times) established for the Project. The Contractor shall not perform or allow Work at the Site outside of such normal working times without the written consent of the Owner, given after consultation with the Engineer. Where the Contractor proposes Work at the Site outside of such normal working times, then the Contractor shall notify the Owner and the Engineer of its intent to do so, the nature of the associated Work, and the reasons/advantages for such proposal, and ensure that the

Engineer has received said notification, as soon as is practical after its determination to do so, but not less than 48 hours prior to the final normal work hour before such Work is planned to occur, in order to allow the Engineer proper time to make arrangements for representation, as deemed fit thereby, in the event such Work timing is allowed. The Owner shall not unreasonably withhold consent for any such proposal that is properly noticed and reasonable; with the understanding that any potential effect or situation that may run counter to the interests of the Town (taking into consideration good faith to the Project and the Contract) that may arise shall be deemed to be justifiable reason to withhold consent. The Contractor shall be responsible for any costs, liabilities, accommodations, adjustments, precautions, or any other such matter as may be necessary or warranted as particularly associated with performing Work outside of normal working times at its own expense, and shall not endeavor to pass any of the same on to the Owner or the Engineer. Where the Owner or the Engineer incur any personnel expenses (including overtime), or any other added expense of any nature, as a result of the Contractor performing Work outside of the normal working times or the efforts of the Owner or the Engineer to perform its duties and responsibilities with respect to the same, then the Contractor shall be liable to the Owner for such expenses. The Owner shall present the Contractor with a detailed invoice for any such expenses, and the Contractor shall reimburse the Owner for the same in a timely manner; or the parties may agree that such expenses may be deducted from monies due to the Contractor. In the event the Contractor fails to provide any such properly invoiced reimbursement in a timely manner, then the Owner shall have the right to deduct the same from any subsequent progress payment, or final payment, owed to the Contractor.

13.06 *Materials or Equipment to be Incorporated into the Work:*

1. All materials or equipment incorporated into the Contract Work shall be as specified and/or be of good quality, new, and appropriate for the use or function intended.
2. All special warranties or guarantees as may be required by the Contract Documents or otherwise be associated with any materials or equipment incorporated into the Contract Work shall run to the benefit of the Town or the intended owner of the same, as the case may be.
3. If required by the Engineer, the Contractor shall furnish satisfactory evidence (including reports of any required tests) as to the source, kind, or quality of any said materials or equipment to be incorporated into the Contract Work.
4. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Manufacturer, Supplier, or other such applicable entity, except as otherwise may be provided in the Contract Documents.

13.07 *Substitute Items:*

1. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by “no substitution” or other like wording clearly indicating that no substitute items will be considered or allowed, other items of material or equipment may be proposed by the Contractor as substitute items and submitted to the Engineer for review under the circumstances described below. An “Equal” item is a special class of substitute item as set forth in Paragraph 13.08.
2. The provisions of Article 9, as may be altered, extended, or supplemented by the provisions of this Paragraph 13.07, shall apply to the submittal, review, and approval of proposed substitute items.

3. The Contractor shall prepare, at its sole expense, and submit to the Engineer for review a written application for a proposed substitute item of material or equipment that Contractor proposes to furnish or use. Such application shall include sufficient information to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of substitute items will not be accepted from anyone other than the Contractor. The application:

- a) Shall certify that the proposed substitute item will, with respect to the item it is proposed to replace, **i)** perform adequately the functions and achieve the results intended; **ii)** be similar, and not inferior to the detriment of the Project or the Town, in manufacture, construction, quality, durability, and/or substance; and **iii)** be suited to the same use. And, the Contractor shall be responsible for the same.
- b) Shall state **i)** the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time; **ii)** whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents to adapt the design to the proposed substitute item; and **iii)** whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
- c) Shall identify **i)** all variations of the proposed substitute item from that specified; and **ii)** the available engineering, sales, maintenance, repair, and replacement services for the proposed substitute item.
- d) Shall include technical and other data to support the proposition that the proposed substitute item is essentially equivalent to the item it is proposed to replace.
- e) And, shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

4. The same process and requirements as set forth for substitute items (to the extent applicable) shall be applicable for substitute methods, means, or procedures of construction where the same may be explicitly specified in the Contract Documents.

5. The Owner may, at its discretion, require the Contractor to furnish, at the Contractor's expense, a special performance guarantee or other surety with respect to any substitute.

6. No proposed substitute item shall be purchased, brought to the Project Site, or incorporated into the Work prior to its approval by the Engineer.

7. Contractor shall comply, at its own expense, with any reasonable request of the Engineer for additional information to assist the Engineer in conducting its review of a proposed substitute item.

8. The Owner may, at its discretion, and through properly detailed invoice, require reimbursement from the Contractor for any expenses incurred in association with the review of any proposed substitute item, notwithstanding approval thereof, and for any revisions in the Contract Documents necessitated by any approval thereof. It is the Contractor's responsibility to enquire of the Owner prior to or at submittal regarding such reimbursement, if it is significant thereto.

9. The Engineer, by its discretion and through its review, shall be the sole determiner of approval of any proposed substitute item. Such review shall consider, amongst other things, **(i)** if the information

submitted to or otherwise gathered by the Engineer appears to support the certifications, statements, claims, and requirements, whether direct or implied, made in or associated with the submittal, and (ii) if the overall balance of the relative advantages and drawbacks of the proposed substitute is favorable to the interests of the Project and the Town.

13.08 *Equal Items:*

1. An Equal item is a substitute item, having been proposed by the Contractor and approved by the Engineer specifically as an Equal item where provision for the same is specifically made in the specifications therefor through the inclusion of the words “or equal” (and, thereby, the Owner and the Engineer have indicated no particular preference for the item specified and the proposing of an Equal item therefor in accordance herewith is particularly welcome and invited), that is considered as being the functional equal of the item it is proposed to replace.
2. A substitute item shall be considered an Equal item if in the exercise of reasonable judgment it is determined by the Engineer, with respect to the item it is proposed to replace, to **i)** be at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics, **ii)** reliably perform equally well the function and achieve the results imposed by the design concept with respect to the subject proposed role or part in the Project and to the completed Project as a functioning whole, **iii)** has an equally proven record of performance and availability of responsive service, and **iv)** will substantially conform to the applicable detailed requirements of the Contract Documents; and, due to such equivalence, **v)** does not warrant or justify any increase in Contract Price or Contract Times.
3. The Contractor, by its specific designation in the subject application of an item being proposed as an Equal item, implicitly certifies that the Contractor has determined, with the understanding that such determination is notwithstanding the bearing or effect of any determination or action of the Engineer with respect to the subject application, that the subject proposed Equal item meets the criteria set forth in 13.08-2; and the Contractor accepts thereby responsibility for the same.
4. The following provisions of Paragraph 13.07 shall be applicable to Equal items as a special class of substitute items:
 - a) Paragraph 13.07-2;
 - b) The preamble to Paragraph 13.07-3, and Paragraph 13.07-3(d);
 - c) Paragraph 13.07-6 and 13.07-7;
 - d) Paragraph 13.07-9, excluding clause (ii) thereof.

13.09 *Patent Fees and Royalties:*

1. The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Contract Work or the incorporation in the Contract 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 the Owner or the 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 the Owner in the Contract Documents.
2. To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner and the Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to

any infringement of patent rights or copyrights incident to the use in the performance of the Contract Work or resulting from the incorporation in the Contract Work of any invention, design, process, product, or device not specified in the Contract Documents.

ARTICLE 14 - SUBCONTRACTORS AND SUPPLIERS

14.01 **Contractor Responsible:** The Contractor shall be fully responsible to the Owner and/or the Engineer, to the extent allowed by law, for all acts, conduct, and omissions of any Subcontractors, Suppliers, or other such entity performing or furnishing Work for the Project on behalf of the Contractor, during any time that any such Subcontractor, Supplier, or other entity may be at the Project Site, in the process of performing or furnishing Contract Work, or otherwise as associated with the Project, just as the Contractor is responsible for the Contractor's own acts, conduct, and omissions. The Contractor is also responsible for scheduling and coordinating the efforts of any such Subcontractor, Supplier, or other such entity with respect to the Contract Work.

14.02 **Reasonable Objection:** The Contractor shall not employ any Subcontractor, Supplier, or other entity, whether initially or as a replacement, against which the Owner may have reasonable objection. The Contractor shall not be required to employ any Subcontractor, Supplier, or other entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

14.03 **Replacement Due to Reasonable Objection:** Where the Contractor replaces any Subcontractor, Supplier, or other such entity as a result of a reasonable objection from the Owner, and **i)** the objection is not due to non-compliance with a Contract provision or to the performance, acts, conduct, or omissions of the subject entity in relation to the Project, or any documented ill-reputation of the subject entity, **ii)** the Contractor has no financial or other beneficial interest in the replacement entity or process, **iii)** the Contractor has provided to the Engineer and the Owner documented quotes from at least two entities (other than the originally proposed entity) qualified to provide the subject materials/services and is proposing to use the less expensive option, and, **iv)** the Contractor has provided the Owner with a reasonable estimate of all additional costs it will be seeking to include in any subsequent Change Order as associated with the subject replacement prior to entering into any subcontract with any subject replacement entity, and the Owner shall have the opportunity to reconsider its reasonable objection based on the same, then any reasonable, direct [with respect to the replacement entity], and appropriately documented costs incurred by the Contractor, with respect to the performance or furnishing of the subject Contract Work, shall be added to the Contract Price via a Change Order. And, subject to the same foregoing conditions, if any such replacement legitimately causes delays to the Contractor in its progress, as a whole, towards completing the Project, or meeting any Contractual milestone thereof, then, subject to appropriate evidence thereof being submitted by the Contractor and approved by the Engineer, the appropriate Contract Times shall be adjusted via Change Order to account for such delays, with the total aggregate adjustment for any given replacement being capped at 30 days.

14.04 **List:** Notwithstanding any requirements for any acceptance as may be required under 14.05 below, the Contractor shall create and maintain an up-to-date list of all Subcontractors, Suppliers, and other such entities engaged or proposed thereby to perform or furnish Contract Work to any degree and in any respect. Such list shall include, as a minimum, the name and address of any such entity and the scope and dates (post occurrence) of services supplied or to be supplied. Copies of such list, as updated and current, shall be supplied to the Owner or the Engineer in a timely manner upon request.

14.05 Acceptance May Be Required: Where required by the Supplemental Contract Provisions, or otherwise by the Contract Documents or, with reason, by the Engineer, the Contractor shall provide to the Engineer, to the extent requested or required, the name, address, Project role, Project value thereof based on the Schedule of Values, and other relevant information of any (and any number thereof) Subcontractor, Supplier, or other such entity as may be identified by the subject requirement and in the timeframe identified in such requirement or in the Schedule of Submittals, for timely acceptance by the Owner. The Owner's acceptance (either in writing or by failing to make written objection thereto within (i) seven days for a submittal containing three or less entities, or (ii) fourteen days for a submittal (or submittals) containing more than three entities) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. The Contractor shall submit an acceptable replacement for any rejected Subcontractor, Supplier, or other individual or entity in a timely manner. No acceptance by the Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of the Owner or the Engineer to reject defective Work. No Subcontractor, Supplier, or other such entity that is the subject of any such requirement for submittal shall perform or furnish Contract Work as associated with such requirement prior to the subject submittal being submitted to the Engineer, or formal approval by the Engineer where the same is called for.

14.06 Communication: The Contractor shall require all Subcontractors, Suppliers, and other such entities to direct all formal or substantial communications with the Engineer through the Contractor; and the Engineer shall direct all formal or substantial communications with any of the same through the Contractor. Excepting herefrom communications related to an emergency situation when an appropriate representative of the Contractor is not available at the subject location in a timely manner.

14.07 Division of Work: The divisions or sections of the Contract Work as may be included or implied in the Contract Documents are not intended to control the Contractor in dividing the Work among Subcontractors, Suppliers, or other such entities, or in delineating the Work to be performed by any specific trade; Any use of the same by the Contractor as associated with any such dividing or delineating is of the Contractor's own accord.

14.08 Sub-Agreement: All Work performed for the Contractor by a Subcontractor, Supplier, or other such entity will be pursuant to an appropriate agreement between Contractor and said entity which specifically binds the Subcontractor, Supplier, or other such entity to the applicable terms and conditions of the Contract Documents for the benefit of the Owner and Engineer. In addition, any such agreement shall include a provision compliant with CGS Sec. 49-41a(a)(2).

14.09 No Contractual Relationship: Nothing in the Contract Documents shall create for the benefit of any Subcontractor, Supplier, or other such entity any contractual relationship between any Subcontractor, Supplier, or other such entity and the Owner or the Engineer.

14.10 No Obligation: Nothing in the Contract Documents shall create any obligation on the part of the Owner or the Engineer to pay or see to the payment of any moneys due any Subcontractor, Supplier, or other such entity in relation to the Project except as may otherwise be required by Law or Regulation.

Conditions **ARTICLE 15 - MINIMUM WORK BY THE CONTRACTOR**

15.01 **General:** The Supplemental Contract Provisions or a Bid Addendum may specify a minimum percent of the Contract Work, not including general Work items, for which the Contractor shall be responsible and required to perform using its own organization, (i.e. not through a Subcontractor.)

15.02 **Method of Determination:** The percent of Work performed by the Contractor's own organization shall be determined on a dollar-amount basis using the unit amounts set forth for the various Work Items in the initially approved Schedule of Values, which, for a Unit Bid Project shall be the Unit Prices set forth on the Effective Date of the Agreement.

15.03 **Change Orders:** Any Change Orders that may be issued subsequent to the issuance of the Notice to Proceed which may alter the quantities or Work Items shall not affect the percent of Work determination calculated per Paragraph 15.02.

ARTICLE 16 - SHOP DRAWINGS, SAMPLES, AND TEST REPORTS

16.01 **General:** The Contractor shall submit Shop Drawings, Samples and test reports to the Engineer in accordance with the Schedule of Submittals (Paragraph 5.02 hereof), this Article 16, or as otherwise required by the Contract Documents. The preparation, submittal and review of any Shop Drawing, Sample, or test report as covered by this Article 16 shall be in accordance with the provisions of Article 9.

16.02 **Shop Drawings:** The data shown on any Shop Drawing is to be specific and complete with respect to quantities, dimensions, specified performance, design criteria, materials, and similar data in order to demonstrate to the Engineer the services, materials, and equipment the Contractor proposes to provide and to enable the Engineer to review the information for the limited purposes required by Paragraph 9.02.

16.03 **Samples:** Sample submittals shall be in the number as specified in the Specifications and shall clearly identify each Sample as to, as may be relevant, the material, intended specification or use, Supplier, supply location, Supplier identification information, and other pertinent data, including data as may be additionally required by the Engineer to enable the Engineer to review the information for the limited purposes required by Paragraph 9.02.

16.04 **Test Reports:** Where required or allowed, test reports prepared by an independent, qualified testing entity for tests performed thereby on Samples either collected directly by the subject testing entity or provided by the Contractor, as appropriate, shall/may be submitted. In addition to and notwithstanding any other requirements set forth hereby, such reports shall be in a format and include the data as is industry standard for the type of material being tested, the purpose of the testing, and the type of tests performed. Such reports shall include all of the data that would otherwise be required to be accompany direct Sample submittals, and pertinent data regarding the testing procedures, including, as appropriate, name, nature, purpose, and limits. Such reports shall clearly present the results of the subject testing and relate those results to the specification criteria that is the purpose for the testing. Such reports shall also present the name, location, and contact information of the testing entity, the name of the person performing or supervising the testing, the name of the person performing the sampling or the source of the sample, the chain of possession, if applicable, and the relevant dates for any of the same.

16.05 **Prior Work Unauthorized:** Where Shop Drawing or Sample is required by the Contract Documents, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be considered unauthorized and at the sole expense and responsibility of Contractor.

ARTICLE 17 - RECORD DOCUMENTS

17.01 **General:** The Contractor shall keep, organize, and maintain complete records of all correspondence, reports, drawings, inspections, and other documented or otherwise pertinent data related to the Contract. Throughout the Contract time, the Contractor shall forward to the Engineer copies of all such information as may be reasonably pertinent to the Engineer's administration of the Project and that the Contractor does not reasonably judge the Engineer to possess. The Contractor shall also establish and maintain fiscal control and accounting procedures that assure proper accounting for all funds paid by the Town to the Contractor under the Contract Agreement and as are appropriate to any funding source for Contract Work. The Contractor shall maintain all such records throughout the Contract time and for a minimum of three full years following termination or expiration. 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. At any time, while the Contractor is charged with maintaining such records, during normal business hours, and as often as may be deemed necessary, the Contractor shall make available to representatives or agents for the Town or any other governmental funding or regulatory agency as may have authority or vested interest in such matters, for examination, all records with respect to all matters covered by the Contract Documents; and shall promptly provide copies of any records as may be requested regardless of association with any such examination; and the Contractor shall fully cooperate with any audit or inspection being performed on behalf of any of the same. The Owner shall make all notifications of any audit or inspection in writing with at least 24 hours notice. The Contractor may invoice the Town, at a reasonable rate, mutually agreed to, for copying costs for: 1) any copies requested following Final Payment or Contract termination, 2) duplicates of copies already provided, or 3) otherwise for copies not required to be provided in accordance with the second sentence of this Paragraph or in association with any audit. The Contractor shall incorporate this entire Paragraph verbatim into any subcontract or other agreement that it enters into with any party in relation to this Contract.

17.02 *As Built Records of Construction:*

1. **Purpose:** The purpose, expectation, and requirement for As-Built Record Map is to accurately present the as-built record information in a clear and unconfusing manner so as to allow the reader to readily 1) locate, interpret, evaluate, and comprehend the facilities, improvements, and work completed, and 2) identify and quantify deviations of the as-built product from the intended design.
2. **General Requirements:** The Contractor is responsible for taking field measurements and for gathering all other data necessary for the proper preparation of the As-Built Record Map and for such proper preparation of the same. The existence of accurate as-built information is important to proper maintenance and stewardship of the facilities and improvements throughout their useful life; as such, the preparation and submittal of a proper As-Built Record Map conforming to the requirements set forth in this Paragraph 17.02 is essential to the overall completion of the Contract Work. The As-Built Record Map shall be prepared based on field survey information in compliance with all applicable provisions of the "Minimum Standards for Accuracy, Content, and Certification for Surveys and Maps" as set forth in Sections 20-300b-1 to 20-300b-20 inclusive of the Regulations of Connecticut State Agencies, and shall comply with accuracy classes A-2 & T-2 thereof. The As-Built Record Map shall be appropriately certified, signed, and sealed by a Registered Land Surveyor. Said map shall show the final constructed positions of all facilities and other improvements constructed, improved, or otherwise altered as a result of the Contract Work, in addition to, and in relation to, existing improvements and

facilities not altered by the Contract Work. A complying As-Built Record Map must be delivered to and approved by the Engineer as a prerequisite to Final Payment becoming due.

3. **Content:** The As-Built Record Map may be prepared as an entirely new map, or may be prepared 'on top' of, [for lack of a better term,] clean copies, or accurate facsimiles, of the Project Improvement Plans. Clearly printed or stamped on each sheet in a large bold or filled font in an open area near the title block shall be the words "As-Built Record Map" with the date the map was prepared appearing below. In essence, the information required to be shown on an As-Built Record Map is the same information as shown on the Improvement Plans, updated to reflect the actual locations, elevations, dimensions, materials, configurations, etc. resulting from construction. Where applicable when there is a discrepancy between the design and as-built information, both the design and as-built information shall be presented, with the design information being crossed out with a single thin, but distinguishable, line, or other appropriate means of designating it as being superseded without rendering the information as unreadable or uninterpretable. In such cases, the as-built information shall be shown nearby its associated design information in a consistent and readily distinguishable, (use of a bold, italic font, for instance,) manner; or otherwise presented in a clear and readily interpretable manner, (e.g. a table, etc.) Where the scope or nature of discrepancy is such that the preceding approach is not practicable or will not meet the stated purpose of this requirement as set forth in 17.02-1, the as-built information shall be presented by either 1) detailing the as-built information of the subject area in an open area on the same sheet or on another sheet with proper identification, (e.g. clouding and crossing out,) and referencing of the information superseded, or 2) creating a whole new sheet, to effectively replace the sheet with the information to be superseded, presenting the as-built information with discrepancies clearly identified, (e.g. clouding or crossing out); in such case, the superseded design sheet is to be clearly identified as such and attached to the end of the as-built record set.

4. **On-going Data Gathering:** The gathering of data for the As-Built Record Map shall be timely and on-going throughout the prosecution of Contract Work, and shall be conducted under the direction and supervision of the Registered Land Surveyor who has been retained to certify, sign, and seal said Map. An up-to-date, (updated not less than weekly,) record of discrepancies from the Improvement Plans obtained by such gathering of data, appropriately recorded on a set of the Improvement Plans, shall be kept by the Project Superintendent at the Project Site at all times when Contract Work is being prosecuted thereat. Said up-to-date record of discrepancies shall be expediently made available, at the Project Site, to the Engineer for review upon request. Written verification from the subject Registered Land Surveyor that the appropriate data gathering measures are being conducted in a timely manner as Work progresses shall be provided to the Engineer in an expedient manner upon written request.

ARTICLE 18 - PROJECT SITE

18.01 **Control:** The Contractor shall have and be responsible for control of the Project Site with respect to the Contract Work, commencing when the Contractor has significantly mobilized to the Site or has commenced any other aspect of the Contract Work at the Project Site, and continuing until the issuance of the Notice of Substantial Completion.

18.02 **General Limitation:** The Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Project Site or other areas permitted by the Contract Documents or by Laws and Regulations; and the Contractor shall not unreasonably encumber the Project Site or other areas with construction or other equipment or facilities, or otherwise due to construction operations, or otherwise encumber the same contrary to Laws and Regulations or the provisions of the Contract Documents.

18.03 *Specific Limitations:* Where any provision of the Supplemental Contract Provisions, an Addendum, or other Contract Document, or a written directive of the Owner shall in any way restrict, limit, or otherwise specify the availability of the Project Site, or other relevant areas, to the Contractor, or the Contractor's operations with respect thereto, then the Contractor shall abide with the same. Except as may be associated with an existing or potential emergency situation, or in the exercise of rights reserved by the Owner in the following sentence, any such restriction, limitation, etc. that is proposed to be enacted subsequent to the Effective Date of the Agreement shall be negotiated between the Contractor and the Owner, with the issuance of a Change Order if appropriate, provided that the Contractor shall not unreasonably deny or delay cooperation with any reasonable request for accommodation hereunder. The Owner reserves the right, where the Owner determines that any such restriction, limitation, etc. proposed subsequent to the Effective Date of the Agreement has an overriding public or municipal interest and that negotiations, regardless of the current status thereof, are not likely to reach an agreement in a timely manner in respect to the matter at hand, to order the Contractor, via a written directive, to comply with the subject restriction, limitation, etc. Where such an order has been issued by the Owner, the Parties shall attempt to determine and finalize any compensation that may be due to the Contractor for accommodating and complying with said order, if any, through negotiations and a subsequent Change Order.

18.04 *Documentation of Existing Conditions:*

1. The Contractor is responsible, prior to commencing any relevant construction activities, to appropriately document the conditions of existing structures, facilities, and other improvements, vegetation, and areas within and adjacent to the Project Site that may be affected by Contract Work in order to facilitate proper restoration thereof and to appropriately address and defend any claims that may arise in connection therewith. Means for such documentation may include video, photographs, recorded narratives, measured or approximate drawings or sketches, or written notes, as the Contractor sees fit.
2. The Engineer may, in the interests of the Town, prior to, or in a timely manner directly following the commencement of, any particular relevant construction activities, require the Contractor to verify in writing that it has complied with the requirements of this Paragraph 18.04 with respect to relevant existing conditions; and the Contractor shall comply with the same in an expedient manner. Similarly, the Engineer may require the Contractor to present to the Engineer for review any such documentation, or to provide to the Engineer copies of the same, and the Contractor shall comply with the same.
3. Where the Engineer determines the subject documentation to be lacking and deems it appropriate, the Owner may issue a Work Order to the Contractor to gather and provide additional documentation. The cost of such additional site documentation shall be shared equally between the Owner and the Contractor, as it may benefit both, if the subject documentation is not specifically required by the Contract Documents.
4. The Contractor is responsible to generally monitor on an on-going basis for activities and occurrences that might alter any such existing conditions, and to generally monitor said existing conditions themselves, subsequent to the Contractor's documentation thereof for any signs of alteration which are not the responsibility of Contract Work, and to further document and report to the Engineer any of the same as may occur.
5. The Supplemental Contract Provisions may specify, in the interests of the Town, particular steps or activities to be undertaken by the Contractor regarding the documentation of existing conditions, and, if so specified, the Contractor shall, as a minimum, comply with the same, but is free to perform additional documentation as it sees fit, as the Owner makes no warranties as to the appropriateness or completeness of any such required documentation for the purposes of the Contractor. Likewise, the

Conditions Contractor makes no warranties as to the appropriateness or completeness of any such documentation it gathers of its own accord to the purposes of the Owner or the Engineer.

6. Any of the Owner, the Contractor, or the Engineer shall have the right to use any such documentation of existing conditions as may be gathered by any of the others in relation to the Project as may be in its interests in addressing or defending a claim or other such matter as may be related to such existing conditions; and, upon request, any of the three stated parties shall inform the other of, and make available to the other for review or copies thereof, any documentation of existing conditions at or adjacent to the Project Site obtained in association with the Project as it may possess.

18.05 ***Maintenance:***

1. The Contractor shall maintain the Project Site in a reasonably clean, neat, and orderly state, with special attention to any time when the Contractor is not actively performing Work at the Site, (e.g. nights, weekends, etc.)
2. The Contractor shall regularly:
 - a) remove and properly dispose of, or take actions to compel any identified responsible party therefore to remove, any accumulated debris, scraps, or discarded, excess, waste, or unwanted items of any kind, whether or not the same were generated by the Contractor,
 - b) sweep or use other means to remove accumulated earth, construction, or other such materials as a result of Project activities from paved surfaces in or adjacent to the Project Site which may at any relevant time be open to use by the public or adjacent residents or businesses,
 - c) take appropriate measures to control the formation and windborne transport of dust from the Project Site,
 - d) arrange stored materials to an orderly and neat state,
 - e) remove any construction tools or equipment from places of completed immediate Work to places of active, or imminently active, Work or to appropriate storage locations, and
 - f) restore any existing Improvements, features, items, or areas that may have been damaged, marred, or otherwise adversely affected by or in the course of the Contractor's prosecution of the Contract Work to, as a minimum, a reasonable and acceptable temporary condition; the same being subject to the provisions of Paragraph 18.07 prior to Substantial Completion.
3. The Contractor shall promptly address any negative impacts on adjacent properties of a similar cause or nature and in a similar manner as set forth in Paragraph 18.05-2 above, except that the Contractor shall not store any materials, equipment, or tools on any adjacent property unless appropriate written permission for the same has been appropriately obtained by the Contractor, and except that permanent restoration for any damage shall be made, to the satisfaction of the subject owner (as is reasonable), in an expedient and timely manner.
4. Such maintenance actions shall be taken on an as needed basis, and, as a minimum, so as to attain an appropriate clean, neat, and orderly state of the Site at the end of each workday.
5. The removal and disposal of any materials or items shall conform to applicable Laws and Regulations.

18.06 *Snow Removal and Treatment of Icy Surfaces:* At all times subsequent to the Contractor commencing Contract Work at the Project Site and up to the issuance of the Notice of Substantial Completion, except where there are provisions for a winter shutdown period in the Supplemental Contract Provisions or otherwise within the Contract Documents, or otherwise as may be specifically agreed to in writing by the Owner, and in either case, any such exception is limited to the specific dates, time periods, or other parameters set forth therein, the Contractor shall be responsible for the removal of snow and the treatment of icy surfaces on all public streets, roads, drives, sidewalks, or other public vehicular or pedestrian accessways within the Project Site so as to render the same safe and acceptably passable for any traffic as may be anticipated to desire to legally use the same.

18.07 *Final Cleaning and Restoration:* Prior to Substantial Completion of the Contract Work, and as necessary as a result of any Work after Substantial Completion, the Contractor shall appropriately clean the Project Site, the Contract Work, and any affected improvements, facilities, or areas adjacent thereto, including the removal of all tools, equipment and excess materials, and render the same to appropriate aesthetic condition and ready for utilization by the Town, the public, or its owner. Any existing Improvements, features, items, or areas that may have been damaged, marred, or otherwise adversely affected by or in the course of the Contractor's prosecution of the Contract Work, and not designated for alteration, (and this caveat to apply only to the extent of any such designated alteration,) as part of the Contract Work, shall be properly restored, or replaced, to an aesthetic and functional condition at least equal to, in the opinion of the Engineer, its existing condition prior to the commencement of Contract Work.

18.08 *Damage to Property:* The Contractor shall assume full responsibility for any damage to any property or area, (including any structure, facility, vehicle, equipment, landscaping, improvement, or feature), or to the owner or occupant thereof, within the Project Site if the same is not designated in the Contract Documents for alteration (and this caveat to apply only to the extent of any such designated alteration) or in any case adjacent to the Project Site, resulting from the performance of the Contract Work. Should any claim be made by any such owner or occupant because of the performance of the Contract Work, the Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

18.09 *Contractor's Indemnification - Property:* To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Town and the Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant as designated in Paragraph 18.08 above against the Owner, the Engineer, or any other party indemnified hereunder to the extent caused by or based upon the Contractor's performance of the Contract Work.

18.10 *Access Considerations:*

1. The Contractor shall conduct its work at all times and use all practical means available to minimize the interference to traffic, both the vehicular and pedestrian, and the inconvenience and discomfort of adjacent residents and property owners and the general public. Reasonable pedestrian access shall be maintained to all adjacent or abutting properties, buildings, and facilities at all times. Emergency access to all structures and facilities shall be maintained at all times; and shall be accommodated and provided for to all locations as needed. Except as otherwise provided in the Supplemental Contract Provisions, vehicular access, as may be restricted by the prosecution of the contract work, will be maintained at all times to all adjacent or abutting properties, except when necessary construction precludes such access for reasonable periods of time. In the event that Contract

Work cause, or likely will cause, vehicular access to any property, structure, or facility to be interrupted for more than a reasonable time, the Contractor shall construct, or make other arrangements for, reasonably equivalent access to the same.

2. The Contractor shall at all times keep adjacent property owners, residents, and tenants appropriately informed as to how, when, and for what anticipated duration prosecution of the Work may affect access to their properties. The Contractor shall specifically notify, in a timely manner, the same in any event where any such access is anticipated to be effectively closed; and the Contractor shall, to the extent practicable, coordinate any such closure with the same. The Contractor shall endeavor to accommodate, as is practical, special access requests of the same.

3. In the maintenance and protection of traffic, the Contractor shall abide by, in order of preference, subject to any applicable Laws or Regulations, and as applicable: (i) the rules, regulations, and directions of the Simsbury Police Department or any other such law enforcement entity as may have jurisdiction, (ii) the rules, regulations, and directions of the CT DOT as may be applicable to any State Route, (iii) any directives of the Engineer, (iv) the applicable provisions of the Contract Documents, and (v) as a reference, the applicable provisions of the most recent edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD), and any supplements thereto, as published by the Federal Highway Administration of the U.S. Department of Transportation.

4. The Contractor is hereby notified that the Simsbury Police Department may require the presence of one or more uniformed traffic officers, or, notwithstanding any requirements for the same as may be otherwise provided for in relation to the Contract Work, the presence of qualified private traffic control personnel, for the purpose of safety and traffic control at any location where Contract Work may affect a public street and the flow of traffic thereon. The Contractor is responsible for: (i) contacting the Simsbury Police Department sufficiently prior to commencing any work within or which may affect a public street to inform them of such activity and allow the Police to make a determination regarding requirements and to provide personnel if necessary, and (ii) paying all costs as may be associated with any requirements of the Simsbury Police Department as associated with this Paragraph. Unless the Engineer determines, and so states to the Contractor in writing, the situation that gave rise to the Police Department requiring one or more uniformed traffic officers was unnecessary (with respect to the Contract Work as contemplated by the Contract Documents) or could have reasonably been addressed by the Contractor without causing additional expense to the Owner for such traffic officer(s), the Contractor shall be appropriately reimbursed, with no markup whatsoever, for the direct costs to the Simsbury Police Department incurred by the Contractor for such traffic officer(s), either as currently included in the Schedule of Values or via a Change Order.

5. The Contractor shall supply, maintain, and incorporate into its prosecution of the Contract Work such barricades, warning lights, directional, informational, warning, detour, construction, and other signage, or any other traffic control or related measures or safety precautions as may be required, necessary, or prudent for the protection and safety of person, property, and Work and/or as may be required, necessary, or prudent to the maintenance of traffic flows and access in clear and convenient means (as is practical).

6. ***Public Roads:***

a) Notwithstanding any other Contract Provision, the Contractor shall not, except in the case of an emergency per Paragraph 19.06, close to normal pedestrian or vehicular traffic any section of public road except: (i) in the case of such particular closure being contemplated in the Contract Documents (including any Change Order), upon written notice to the Engineer of such pending closure, or (ii) with the written permission of the Engineer.

b) The Contractor shall keep any and all portions of any public road impacted by any activities of the Contractor in prosecuting the Contract Work that remain open to public travel, and including any temporary bypass facilities being used for public travel, free from defects as a result of Contractor activities and in a reasonably safe condition for such public travel, via any mode intended or allowed prior to the commencement of Contract Work, at all times. Where the Contractor as a result of its activities has caused a defect in a Town road, the Contractor shall promptly remedy such defect such that it no longer in any way affects public travel. Those areas where the Contractor is conducting Contract Work and the Contractor is not keeping in a reasonably safe condition for such travel shall be properly barricaded, signed, monitored or otherwise implemented with traffic control to reasonably prevent such travel within the subject areas, subject to the provisions of Paragraph 18.10-6(a) above.

c) The Contractor shall as promptly as is practical comply with any Field Order or Work Change Directive issued by the Engineer with respect to any defects or any matters related to maintenance and protection of traffic on any portion of a Town road within the Project Site that is open to public travel.

ARTICLE 19 - SAFETY AND PROTECTION

19.01 *Contractor Responsible:*

1. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Contract Work. (Such responsibility is not intended to relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.) The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- a) All persons on the Project Site or who may be affected by the Contract Work;
- b) All the Contract Work and materials and equipment to be incorporated therein, whether in storage on or off the Project Site; and,
- c) Other property at the Project Site or adjacent thereto. See Article 18 for additional provisions regarding the protection, restoration, and liabilities regarding property at or adjacent to the Project Site.

2. The Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify the owners of adjacent property and of Underground Facilities and other utility owners, in addition to the Owner, when prosecution of the Contract Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

19.02 *Contractor to Remedy:* All damage, injury, or loss to any property referred to in Paragraph 19.01-1 or 19.01-2 caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Contract Work, or anyone for whose acts any of them may be liable, shall be remedied by the Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of

the Owner or the Engineer, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). See Article 18 for additional provisions regarding the same.

19.03 *Responsibilities to Continue:* The Contractor's duties and responsibilities for safety and for protection shall continue until such time as all the Contract Work is completed and the Engineer has issued a notice to the Owner and the Contractor in accordance with Paragraph 26.13-3 that the Work is acceptable for final payment (except as otherwise expressly provided in connection with Substantial Completion or final payment).

19.04 *Project Site Safety:*

1. Unless expressly waived in the Supplemental Contract Provisions, the Contractor shall designate a qualified and experienced safety representative at the Project Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
2. The Contractor shall inform the Owner and the Engineer of any specific requirements of the Contractor's safety program with which the Owner's and Engineer's employees and representatives must comply with while at the site.

19.05 *Hazard Communication Programs:* The Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Project Site, and the Engineer or the Owner as may be appropriate or requested, in accordance with Laws or Regulations.

19.06 *Emergencies:* In emergencies affecting the safety or protection of persons or the Contract Work or property at the Project Site or adjacent thereto, the Contractor is obligated to act to prevent threatened damage, injury, or loss. The Contractor shall give the Engineer prompt written notice if the Contractor believes that any significant changes in the Contract Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If the Engineer determines that a change in the Contract Documents is required because of the action taken by the Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

ARTICLE 20 - BONDS, INSURANCE, WARRANTY AND INDEMNIFICATION

20.01 *Bonds:*

1. The 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 of the Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 26.15, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. The Contractor shall also furnish such other bonds as are required by the Contract Documents.
2. All bonds shall be in the form prescribed in the Supplemental Contract Provisions, or as otherwise approved by the Owner, except as provided otherwise by Laws or Regulations, and shall 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 Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury, and is duly licensed therefor in Connecticut. All bonds signed by an agent or an attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority shall show that it is effective on the date the subject individual signed the bond.

3. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business in Connecticut is terminated or it ceases to meet the requirements of Paragraph 20.01-2, the Contractor shall promptly notify the Owner and the Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements of this Paragraph 20.01.

4. In accordance with the requirements of CGS Sec. 49-41a(a)(1), the Contractor shall, within 30 days of any payment to the Contractor from the Owner, pay any amounts due any Subcontractor or Supplier, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the contractor and payment therefor is included in the subject payment to the Contractor.

5. If the Contractor fails to obtain a required bond, the Owner may exclude the Contractor from the Project Site and exercise the Owner’s termination rights under Article 27.

20.02 **Insurance:** The Contractor shall provide insurance coverages in strict accordance with the applicable provisions of the Supplemental Contract Provisions.

20.03 **Contractor’s General Warranty and Guarantee:**

1. The Contractor warrants and guarantees to the Owner that all Work will be in accordance with the Contract Documents and will not be defective. The Engineer shall be entitled to rely on representation of the Contractor’s warranty and guarantee.

2. The Contractor’s warranty and guarantee hereunder excludes defects or damage caused by:

a) Abuse, modification, or improper maintenance or operation by persons other than the Contractor, Subcontractors, Suppliers, or any other individual or entity for whom the Contractor is responsible; or

b) Normal wear and tear under normal usage.

3. The Contractor’s obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of the Contractor’s obligation to perform the Work in accordance with the Contract Documents:

a) Observation by the Engineer;

b) Recommendation by the Engineer or payment by the Owner of any progress or final payment;

c) The issuance of a Certificate of Substantial Completion by the Engineer or any payment related thereto by the Owner;

d) Use or occupancy of the Work, or any part thereof, by the Owner;

e) Any review or approval of a Shop Drawing, Sample, or other submittal by the Engineer;

- f) Any issuance of a notice of acceptability, in any form, by the Engineer;
 - g) Any inspection, test, acceptance, or approval by others; or
 - h) Any correction of defective Work by the Owner.
4. Written notice by the Owner of a defect or failure in the Contract Work, or the reasonable possibility thereof, may be issued at any time while the term of the warranty security remains in effect.
5. The Owner may reasonably require the Contractor to prepare, at the Contractor's sole expense, and submit to the Owner for approval shop drawings, calculations, reports, or any other such submittal as the Owner deems appropriate regarding the evaluation or correction of any defect or failure in the Contract Work, or the reasonable possibility thereof, of which the Owner has become aware. In the event of any such requirement from the Owner, the approval of any such submittals by the Owner shall be a prerequisite to the Contractor commencing any corrective work that is not of an urgent nature to protect person or property.
6. In the event that any professional, independent evaluation or study required, requested, or otherwise agreed to by the Owner, with respect to any defect or failure in the Contract Work, or the reasonable possibility thereof, determines that the Contractor is not in any way responsible for the subject defect or failure, and said evaluation or study is not refuted by a subsequent professional, independent evaluation or study, then the Owner shall share the reasonable costs of such evaluation or study equally with the Contractor.
7. The Owner may call all or any portion of the warranty security at any time, and as many times, as deemed fit thereby, while said security remains in force in the event of any defect or failure in the Contract Work, or the reasonable possibility thereof, for which the Contractor has not appropriately corrected, addressed, or continued to take reasonable and appropriate steps towards the resolution thereof, in a timely manner upon the Contractor becoming aware of the same. The proceeds of any such calling of the warranty security by the Owner may be used for any reasonable purpose associated with the Owner's efforts to evaluate, correct, or otherwise address the same. The Owner shall, upon written request from the Contractor or the security provider, provide the subject requestor with an appropriate accounting of the use of any such called security funds.
8. In the event that the Owner initiates any legal action against the Contractor in any court having legal jurisdiction thereover arising as a result of or relating to any defect or failure, or aggregate thereof, in the Contract Work, then the Owner may call the total sum of any remaining warranty security funds, and said funds shall become forfeit to the Owner to use, or offset its costs, in any manner deemed fit thereby in association with such legal action, any related legal action, or the evaluation, correction, or other addressing of any defect or failure, or the possibility thereof, in the Contract Work.

20.04 General Indemnification:

1. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of the Contractor under the Contract or otherwise, the Contractor shall defend, indemnify, and hold harmless the Owner and the Engineer, and the officers, employees, directors, partners, agents, and consultants of each or any of them, from and against all claims, costs, losses, and damages (including the fees and charges of attorneys, engineers, or other professionals, or other costs or expenses) arising out of or relating to the performance of the Contract Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death sustained by person or persons or to injury to or destruction of tangible property (other than the Work itself), including the loss of use

resulting therefrom but only to the extent caused by any negligent act or omission of the Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

2. The existence of insurance or any other security, regardless of the nature, holder, coverage, insured, or beneficiary thereof, or of any amount or type of Worker's Compensation, disability, or other employee benefit paid or potentially payable shall in no way limit the scope of the indemnification obligations of the Contractor under Paragraph 20.04-1.

3. The indemnification obligations of the Contractor under Paragraph 20.04-1 shall not extend to the liability of the Engineer, or the officers, employees, directors, partners, agents, and consultants of the Engineer, arising out of:

- a) The preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or,
- b) Giving directions or instructions, or failing to give the same;

and, where any of the same is the primary cause of the subject injury or damage.

4. Where there exists any doubt or lack of clarity as to the applicability of Paragraph 20.04-1, or to its extent, then the assumption shall be that said Paragraph does apply and shall be enforced until such time, event, and only to the extent as said Paragraph has been clearly demonstrated or understood to not apply. In any such occurrence, the Contractor shall be reimbursed all reasonable and justified costs and expenses incurred thereby solely and directly in the defense or indemnification of entities protected under said Paragraph 20.04-1 by the beneficiary thereof.

SECTION 4 THE OWNER & THE ENGINEER

ARTICLE 21 - OWNER'S RESPONSIBILITIES

21.01 **Note:** While this Article 21 sets forth some of the responsibilities of the Owner under the Contract, it is not intended to, nor does it, set forth all of such responsibilities. Additional responsibilities of the Owner may be set forth in numerous other provisions of these General Conditions, in the Supplemental Contract Provisions, in other Contract Documents, and in Laws, Regulations, codes and permits, and other such locations as may be referenced in the Contract Documents or otherwise applicable. All of the same should be carefully examined in order to determine the full scope and nature of the Owner's responsibilities with respect to the Contract.

21.02 **Communications to the Contractor:** Except as otherwise provided in the Contract Documents, the Owner shall issue all communications to the Contractor through the Engineer.

21.03 **Replacement of the Engineer:** In case of termination of the employment of the Engineer, the Owner shall appoint an engineer, to whom the Contractor makes no reasonable objection, and whose status under the Contract Documents shall be that of the former Engineer.

21.04 **Project Representative:** The Owner shall designate an official or employee of the Owner to be the Project Representative on behalf of the Owner. The Project Representative shall be the primary representative (for responsibilities and actions outside of those accorded to the Engineer) of the Owner to

the Contractor, to the Engineer, and otherwise with respect to the Contract Work, and shall be authorized to act on behalf of the Owner in all matters with respect to the Contract except execution of the Contract or any amendment thereto, execution of any Change Order that would cause the Contract Price to exceed its original amount by greater than ten percent, termination of the Contract, the execution of any document, directive, or action that would serve to add to or otherwise alter the responsibilities of the Owner under the Contract, or to enact a resolution to a dispute that has moved so as to involve a resolution arbiter outside of the Contractor, Owner, and Engineer.

21.05 *Furnish Data:* The Owner shall promptly furnish data and information as required thereof by the Contract Documents.

21.06 *Pay When Due:* The Owner shall make payments to the Contractor when they are due as provided in Paragraphs 26.06 and 26.13-5.

21.07 *Safety Programs:*

1. While at the Project Site, the Owner's employees and representatives shall comply with the specific applicable requirements of the Contractor's safety programs of which the Owner has been informed.
2. The Owner shall inform the Contractor of any applicable safety programs or protocols of the Owner which may be applicable to the Contractor with respect to the Contractor's prosecution of the Contract Work at the Project Site, and provide the Contractor with written copies of the same.

21.08 *Limitations on the Owner's Responsibilities:* The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Contract Work. The Owner will not be responsible for the Contractor's failure to perform the Contract Work in accordance with the Contract Documents.

ARTICLE 22 - ROLE OF THE ENGINEER

22.01 *Note:* While this Article 22 sets forth some of the duties and responsibilities of the Engineer under the Contract, it is not intended to, nor does it, set forth all of such duties and responsibilities. Additional duties and responsibilities of the Engineer may be set forth in numerous other provisions of these General Conditions, in the Supplemental Contract Provisions, in other Contract Documents, and in Laws, Regulations, codes and permits, and other such locations as may be referenced in the Contract Documents or otherwise applicable. All of the same should be carefully examined in order to determine the full scope and nature of the Engineer's duties and responsibilities with respect to the Contract.

22.02 *Owner's Representative:* The Engineer will be the Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of the Engineer as the Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of the Owner and the Engineer. The Engineer is responsible to keep the Owner informed of the progress of Contract Work and of significant events and issues, as the Engineer may be aware, to the satisfaction of the Owner. The Engineer will endeavor to guard the Owner against defective or otherwise non-conforming Work. The Project Manager, as defined in Paragraph 1.01-46, shall be the Engineer's primary representative for the Project.

22.03 Visits to the Site: The Engineer will make visits to the Project Site at intervals appropriate to the various stages of construction as the Engineer so deems in order to monitor as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Contract Work. Based on information obtained during such visits and monitoring, the Engineer, for the benefit of the Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Engineer is not responsible to, and will not be required to, make exhaustive or continuous inspections at the Project Site to check the quality or quantity of the Contract Work. The Engineer's efforts will be directed toward providing for the Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, the Engineer will keep the Owner informed of the progress of the Contract Work and will endeavor to guard the Owner against defective Work.

22.04 Authorized Variations in the Contract Work: The Engineer is authorized to issue Field Orders as defined by Paragraph 1.01-27, and in accordance therewith. Any such Field Order duly issued by the Engineer will be binding on the Owner and also on the Contractor. If either of the Parties is of the opinion that any such Field Order materially alters the Contract Work so as to justify a Change Order, then the same may request one of the Engineer per Paragraph 23.04-2; and, any such request shall be made in a timely manner with respect to the subject Work.

22.05 Rejecting Defective Work: The Engineer will have authority to reject Contract Work which the Engineer believes to be defective, or that the Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. The Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 31.03-1.

22.06 Determinations of Work Completed: The Engineer will determine the actual quantities and classifications of Work performed and successfully completed by the Contractor using the Schedule of Values as a base. The Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). The Engineer's written decision thereon will be final and binding (except as modified by the Engineer to reflect changed factual conditions or more accurate data) upon the Owner and the Contractor, subject to the provisions of Article 25.

22.07 Decisions on the Requirements of the Contract Documents:

1. The Engineer will be the initial interpreter of the requirements of the Contract Documents with respect to Contract Work and judge of the acceptability of the Contract Work thereunder. All matters in question and other matters between the Owner and the Contractor arising prior to the date final payment is due relating to the acceptability of the Contract Work or the interpretation of the requirements of the Contract Documents pertaining to the performance of the Contract Work will be referred initially to the Engineer in writing within 30 days of the event giving rise to the question.
2. The Engineer will, with reasonable promptness, render a preliminary decision in writing on any question or issue referred to the Engineer. The Engineer may request additional information from either Party to assist in making any such decision, and the Parties shall promptly comply with any such request as is reasonable. The Contractor or the Owner shall notify the Engineer and the other Party in writing within 30 days of the date of any such preliminary decision if the notifying party has an issue with a preliminary decision. In the event that neither party has sent such written notification of issue within said 30-day period, then the preliminary decision of the Engineer shall become final, and any right to make a Claim on the subject matter under the Contract shall have been waived by the Owner and the Contractor by virtue of their not taking issue with the decision of the Engineer in a timely

manner as afforded to them hereunder. Where such written notification of issue has been accordingly sent by at least one of the Parties, the Engineer shall consider the input of the Parties and may take whatever steps or use whatever means deemed appropriate by the Engineer in order to reach a final decision on the subject matter in a timely manner, considering the nature of the subject matter and the issues at hand. Where the Engineer or either Party requests to meet on any such matter, then the Engineer shall, if the request is deemed reasonable thereby, arrange such meeting and both Parties shall reasonably accommodate such arrangements in a prompt manner. When the Engineer has given both Parties reasonable and appropriate opportunity to present and support their position on the subject matter and has considered the information at hand as deemed fit thereby, then the Engineer shall issue in writing a final decision on the matter.

3. When functioning as interpreter and judge per this Paragraph 22.07 or Paragraph 22.08 below, the 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.

4. Where the Engineer determines that the Engineer lacks the proper authority, is not reasonably able, in a timely manner, to avail itself of the proper knowledge, expertise, or information, or it is otherwise inappropriate for the Engineer to render a decision on a matter as requested, then the Engineer will promptly, upon such determination, inform the Owner and the Contractor in writing of its determination to decline to render a decision on the subject matter. The Claim Notification Period with respect to any matter for which the Engineer so declines to render a decision shall commence on the date that both the Owner and the Contractor have been notified of the same.

22.08 *Final Decisions of the Engineer – Dispute:* Any final decision or determination of the Engineer per the Contract Documents shall be the final decision on the subject matter and be binding on the Owner and the Contractor subject to the Claims process set forth in Article 25 hereof and subject to the provisions of this paragraph, provided that the Engineer may elect, at his own discretion, to, within 30 days of any subject final decision/ determination and at the request of both the Contractor and the Owner (in an attempt to avoid initiating the Claims process), void the subject final decision/determination to receive additional input on the matter and issue a revised final decision/determination on the matter in a timely manner. (Note: in requesting such reconsideration, both the Contractor and the Owner grant to the Engineer sole discretion in determining what constitutes a ‘timely manner’ for purposes of such reconsideration.) Where a Claim is made in accordance with the provisions of said Article 25 regarding any final decision or determination of the Engineer, then the date of the commencement of the Claim Notification Period for the event giving rise to the Claim for such purposes shall be the date of the Engineer’s final decision.

22.09 *Project Field Representative:* If so called for by the Contract Documents or where the Owner and the Engineer otherwise agree, one or more Project Field Representative(s) may be furnished by the Engineer on behalf of the Owner. The general role of the Project Field Representative shall be as defined in Paragraph 1.01-45. A more particular description of the role of the Project Field Representative may be given in the Supplemental Contract Provisions. Except for monitoring the Contract Work, subject to any pertinent provisions of the Supplemental Contract Provisions, the Project Field Representative shall not have or assume any authorities or responsibilities of the Engineer. Any Project Field Representative shall not, and shall not be interpreted to:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment;
2. Exceed any limitations of the Engineer’s authority as set forth in the Contract Documents;
3. Undertake any of the responsibilities of the Contractor, as set forth in the Contract Documents or otherwise; or,

4. Accept Shop Drawings, Samples, or any other submittal from anyone other than the Contractor.

22.10 *Limitations on the Engineer's Authority and Responsibilities:*

1. Neither the Engineer's authority or responsibility under this Article 22 or under any other provision of the Contract Documents nor any decision made by the Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by the Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by the Engineer to the Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
2. The Engineer will not supervise, direct, control, or have authority over or be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with Laws and Regulations applicable to the performance of the Contract Work. The Engineer will not be responsible for the Contractor's failure to perform the Contract Work in accordance with the Contract Documents.
3. The Engineer will not be responsible for the acts or omissions of the Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Contract Work.
4. The Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 26.13-1 will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.
5. The limitations upon authority and responsibilities set forth in this Paragraph 22.10 shall also apply to the Project Field Representative(s), if any, and assistants, consultants, subconsultants, or subcontractors of the Engineer, if any.

22.11 *Compliance with Safety Program:* While at the Project Site, the Engineer's employees and representatives shall comply with the specific applicable requirements of the Contractor's safety programs of which the Engineer has been informed.

22.12 *Email Account:* The Engineer is required to designate to the Contractor (by providing the Contractor with the subject email address) an email account that shall be regularly monitored by the Engineer during working hours, at [not necessarily standard] intervals of not to exceed 3.5 hours, for use for written communications transmitted via email. The Engineer is responsible to make necessary arrangements, potentially including providing alternate email addresses to the Contractor, to insure that any such email transmissions are received by the Engineer in a timely manner; and the Contractor shall comply with all reasonable requests from the Engineer for the Contractor's coordination in assisting any such arrangements (e.g. such as sending messages to more than one email address or using an alternate email address for designated periods, etc.).

SECTION 5 CHANGES, PAYMENTS, CLAIMS, DISPUTES & COMPLETION

ARTICLE 23 - CHANGES IN THE WORK

23.01 *Authorized Changes in the Contract Work:* The Owner may, at any time or from time to time, and either unilaterally or with the negotiated agreement of the Contractor, order additions, deletions, or revisions in the Contract Work, without invalidating the Contract and without notice to any surety, by a Change Order or a Work Change Directive in accordance with the applicable provisions of the Contract Documents. Upon receipt of any such Change Order or Work Change Directive, the Contractor shall proceed to incorporate the subject changes in the Contract Work in a timely manner; and such Work shall be performed under the applicable provisions of the Contract Documents, (except as otherwise specifically provided).

23.02 *Unauthorized Changes in the Contract Work:* The Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required or authorized by the Contract Documents, except in the case of an emergency as provided in Paragraph 19.06 or in the case of uncovering Work as provided in Paragraph 31.03.

23.03 *Unanticipated or Changed Conditions:*

1. Where any of the Owner, the Contractor, or the Engineer encounters or otherwise becomes aware of any condition, occurrence, event, or any other situation, excepting herefrom any situation involving Hazardous Environmental Conditions (which situation is covered under Article 30), of or relating to the Contract Work or the Project that will or reasonably may affect the Contract Work or require a change in the Contract Documents then such entity shall proceed to notify, in writing, the other two of the same in a timely manner so as to minimize any possible effect on or disruption to the Work or the prosecution thereof, and/or to allow for timely documentation and review of the subject situation by both Parties and the Engineer. Attention is directed to Article 29 for additional provisions regarding differing subsurface or physical conditions and Underground Facilities.
2. Upon becoming aware of any such situation, the Contractor shall promptly evaluate the effect any subject situation may have on any Work the Contractor is currently prosecuting and any effect that any Work the Contractor is currently prosecuting may have on any Improvements, existing or associated with the Contract Work, or other matters as may be associated with the subject situation. If the Contractor determines that continuing to prosecute any portion of the Work will have, or reasonably may have, any negative effect on any of the foregoing, then the Contractor shall promptly suspend the subject portion of the Work, (except in the case of emergencies per Paragraph 19.06), or if so directed by the Engineer shall do the same. Where the Contractor has so suspended Contract Work of its own accord, the Contractor shall, in addition to and notwithstanding any other applicable notice requirements, promptly email the Engineer notice of the situation and endeavor to notify the Engineer of the situation verbally, in person (if the Engineer is so available) or by telephone, leaving a voice message if direct contact is not made. Where any Contract Work is so suspended, the provisions of Paragraph 11.08-2 shall govern such suspension and the resumption of the subject Work, notwithstanding any effects any resolution of any subject issue under the provisions of this Paragraph 23.03 may have on any such resumption of Work.
3. Upon the receipt of, or issuing, any such notification, the Engineer shall, in a timely manner with respect to the nature of the situation and the prosecution of the Work and with the full cooperation of the Parties and in consultation therewith as deemed fit by the Engineer, review the pertinent

circumstances surrounding the subject situation and the overall effects the subject situation will, or is likely to, have on the Contract Work and the Contractor's prosecution thereof. The Engineer shall determine the necessity of the Owner's obtaining additional exploration, testing, or other information with respect thereto. Upon completing its review, the Engineer shall inform the Parties in writing the Engineer's findings and conclusions, which conclusions shall include the Engineer's opinion as to what the appropriate resolution to the subject situation is and what extent, if any, changes to the Contract Price or Contract Times are warranted by such resolution. The Engineer may seek whatever additional information from whatever source, take whatever steps, and use whatever means as may be known, available, or deemed appropriate thereby in the process.

4. Upon receipt of the Engineer's said written conclusion, the Owner shall within ten days inform the Contractor and the Engineer in writing of the Owner's determination on whether or not to issue a Change Order in respect to the subject situation. If it is the Owner's determination to issue a Change Order, then the appropriate process shall proceed per Paragraph 23.04. If it is the Owner's determination not to issue a Change Order, then such non-issuance by the Owner shall be documented by delivery to the Contractor by Verified Written Notification, and the date of receipt of the same by the Contractor shall be the commencement of the Claim Notification Period regarding the subject matter.

5. All of the foregoing of this Paragraph 23.03 is subject to: No adjustment in Contract Price or Contract Time shall be warranted if:

- a) The potential benefiting Party knew of the existence of, or future existence of, such situation before or at the time the same executed the Contract Agreement, or any Amendment thereto if applicable (and to the degree applicable), or, in the case where a negotiated Change Order may be applicable (and to the degree applicable), in the case of the Owner, signed the Change Order or, in the case of the Contractor, received the Change Order and failed to promptly notify the other Party and the Engineer; or,
- b) In the case of differing subsurface or physical condition, the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, study, or exploration of the Project Site and contiguous areas required by the Bid Documents to be conducted by or for the Contractor prior to the Contractor's submitting a Bid or executing the Contract Agreement; or,
- c) The potential beneficiary thereof failed to provide proper notification per Paragraph 23.03-1.

23.04 *Change Orders –Effectuation:*

1. Except for the case of any unilateral Change Order as set forth in Paragraph 23.05 below, a Change Order shall take effect upon its execution by both Parties and the acknowledgement thereon, via signature, of the Engineer. The date any subject Change Order goes into effect shall be the date of the commencement of the Claim Notification Period with respect to any specific event or matter covered by or contained in such Change Order.
2. Either Party may, in writing to the Engineer, request a Change Order or the Engineer may initiate negotiations between the Parties for a Change Order, provided that the Engineer shall reject as untimely any such request for a Change Order, or applicable portion thereof, which is submitted more than 30 days subsequent to the event that gave rise to the subject Change Order, or applicable portion thereof, unless the Engineer receives in writing a timely statement from the non-requesting party that the acceptance of the same does not run counter to the interests of the non-requesting Party. In any case where the Engineer so rejects a request for a Change Order, or applicable portion thereof, the Party

making the request may avail the Claims Process only with respect to such decision by the Engineer to reject the request, as the Claim Notification Period for the subject event of the rejection shall have expired by definition. (The foregoing is supplemented by the provisions for a unilateral Change Order as set forth below.) In general, Change Orders are intended to be negotiated equitable amendments to the Contract executed prior to any work associated with a subject Change Order being undertaken. However, the Parties acknowledge and recognize that there may be instances where allowing time for the negotiation process generally anticipated for a Change Order to play out is not in the best interests of the Project per the intent of the Contract. Therefore, these General Conditions provide for Work Change Directives and/or unilateral Change Orders which may be implemented by the Owner and Engineer as deemed fit thereby in accordance with the Contract Documents in order to address such instances in a timely manner. The Contract provides the processes by which an equitable resolution for any Work Change Directive or unilateral Change Order with respect to amending the Contract Price or Contract Times is to be achieved.

23.05 *Unilateral Change Orders:*

1. Where the Owner and the Engineer deem that a change in the Contract Work is in the best interests of the Project, or the Owner deems that a change is in the best interests of the public, and the Engineer judges that an agreement with the Contractor on the matter has not or is likely not to be reached in a timely manner, and the Engineer judges that the subject change, as proposed, does not run counter to the intent or scope of the Project as contemplated by the Contract Documents and is, based on the current information known to the Engineer, equitable to the Contractor, then a unilateral Change Order may be issued and, pending delivery to the Contractor per 23.05-2, effectuated simply by its execution by the Owner and the acknowledgement thereon via signature by the Engineer.
2. In the event of such issuance of a unilateral Change Order by the Owner, the Contractor, acting by the Project Superintendent or any other known responsible representative, with respect to the Project, or officer of the Contractor, may be presented an original of the subject Change Order in person and asked to sign an acknowledgement of receipt of the subject Change Order by the Engineer, or the Engineer may send an original of the Change Order to the Contractor via Certified Mail to the address set forth in the Agreement. The signing of any such acknowledgement of receipt of a unilateral Change Order shall not mean, imply, or be construed to mean or imply agreement with or acceptance of, in any way, the terms of the subject unilateral Change Order by the Contractor.
3. Such a unilateral Change Order shall go into effect upon such presentation by the Engineer, regardless of whether or not the receiving person signs the acknowledgement of receipt of the same when presented, subject to subsequent proper written documentation of such presentation by the Engineer in the event of non-acknowledgement, or when the Change Order is ***attempted to be delivered*** to the contractor via Certified Mail, per the forgoing Paragraph 23.05-2, whichever is earlier. Where acknowledgement of receipt is not obtained by the Engineer upon presentation, then the Engineer shall follow up with sending an Original, or a copy of an Original with an appropriate cover letter if another Original is not available, of the subject Change Order to the Contractor via Certified Mail.
4. Where a unilateral Change Order has been issued by the Owner in accordance with this provision 23.05 or 24.02-4, then the Parties and the Engineer shall endeavor to reach an agreement on acceptable final terms on the subject changes to the Contract Work. Where any such agreement is reached, and the terms of such agreement differs from those of the subject Change Order as originally unilaterally issued, then a subsequent bilateral Change Order shall be issued that references the subject original Change Order and brings into effect the agreed changes.

5. In the event that either Party deems that any such negotiation regarding a unilateral Change Order, or negotiations regarding a proposed bilateral Change Order, has reached impasse, either due to the proceedings of the negotiations or to the unreasonable inaction of the other party, then, subsequent to having informed the Engineer in writing of such determination, having afforded the Engineer a reasonable time to respond to such notification, and having seriously considered any written response from the Engineer on the matter, and only then, the subject Party may notify the other Party and the Engineer in writing that due to such perceived impasse that the subject Party will not pursue negotiations on the matter at the current juncture any further (i.e. notification of perceived impasse).

6. In the case that either Party issues a notification of perceived impasse per Paragraph 23.05-5, then either Party shall have the right to initiate a Claim regarding the subject Change Order per Article 25 hereof. The date of said notification of perceived impasse shall be the date of the commencement of the Claim Notification Period for any subject event. The Party making the Claim may notify, in specific and appropriate wording, the Engineer and the other Party of its Claim, and thereby initiate the Claim, within a notification of perceived impasse issued thereby.

7. The contents of any yet-to-be issued Change Order may be altered by the Engineer as deemed fit thereby as may be in the interests of the Project to move appropriate parts of the subject Change Order forward and limit the scope of any disputed matters.

23.06 *Change Orders – Content:* A Change Order shall state or include:

1. The changes made to the Contract;
2. The reason(s) for the subject changes;
3. The amount the Contract Price is adjusted thereby;
4. The amount any Contract Times are adjusted thereby;
5. Appropriate adjustments to any applicable Schedules; and
6. Supporting information as deemed appropriate by the Engineer.

23.07 *Work Change Directive:* A Work Change Directive is defined in Paragraph 1.01-69 hereof. Where a Work Change Directive has been issued and issuance of the associated negotiated Change Order is not likely to occur in a timely manner relative to compensation to the Contractor for reasonably warranted due Contract Price adjustments for already completed Work associated therewith, then:

1. The Engineer may prepare and the Owner issue a unilateral Change Order to provide for estimated compensation to be paid to the Contractor while the settlement of the final compensation is being resolved; or,
2. The Contractor may demand, in writing to the Engineer and the Owner, that a unilateral Change Order [for the same purposes as set forth in (1) above] be prepared and issued; in which case the Engineer shall within 15 days of receipt of such demand prepare such unilateral Change Order, and the Owner shall within 20 days of receipt of such demand issue such unilateral Change Order.

ARTICLE 24 - CHANGES IN CONTRACT PRICE & CONTRACT TIME

24.01 **Effectuation:** Changes in Contract Price or Contract Times can only be effectuated via a Change Order, including as may be associated with Work performed in accordance with a Work Change Directive, or via the binding resolution of a Claim.

24.02 **Determination of Adjustment of Contract Price:** The value of any Contract Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. **Method 1** - Where the Work involved is covered by unit prices contained in the Schedule of Values, by application of such unit prices to the quantities of the Work Items involved, subject to:
 - a) The provisions of Paragraphs 1.01-67, 4.04, 4.05, 5.03, and 22.06;
 - b) The circumstances surrounding the construction or other material aspect of one or more particular subject items of Work in the proposed Change Order are substantially different as those associated, in the aggregate, to the apparent corresponding Work Items in the current Schedule of Values, in the judgment of the Engineer. Under such circumstances, the adjustment of Contract Price shall be determined by one of the other (below-) listed methods.
2. **Method 2** - Otherwise, where determination Method 1 (above) does not apply, the Parties, and including the Engineer, shall endeavor, in good faith and in a timely manner, to negotiate a fair and equitable adjustment of Contract Price as appropriate, considering the various relevant and applicable circumstances, facts, documentation, and other information as may be on hand or otherwise available to, and brought into the negotiations by, any of the same.
3. **Method 3** - Where determination Method 1 (above) does not apply, and where so agreed by the Parties and the Engineer, or where Method 2 (above) has, in the judgment of the Engineer, reached impasse or the Engineer further judges that this method is appropriate, or as may be directed by a unilateral Change Order duly issued by the Owner, and subject to its applicability, the subject adjustment of Contract Price may be determined on a "Cost Plus" basis; where such Cost Plus basis shall be in accordance with the current specifications, standards, procedures and practices for such determination promulgated or used by the Connecticut Department of Transportation, the specifications for which are set forth in Form 818. In the event that the Contractor is unfamiliar with the CT DOT's methods for Cost Plus determinations, the Contractor should enquire of the same to the Engineer.
4. **Method 4** - Where Methods 1 or 2 (above) are not applicable or appropriate, for any reason including the judgment of the Engineer per Paragraph 24.02-6, and where Method 3 has determined to be non-productive or inappropriate in accordance with said Paragraph 24.02-6 by the Engineer, then the Engineer may and shall, in the interests of the Project, and accompanied by written notification to the Parties of the same, prepare a Unilateral Change Order as appropriate in accordance with Paragraph 23.05, and which the Owner shall be obligated to execute. Such a step by the Engineer shall initiate the final process for addressing such matter, which shall then be resolved in accordance with the applicable provisions of Article 23 and other applicable claim resolution provisions of these Contract Documents.
5. The Parties acknowledge that the Cost Plus method of price determination:
 - a) Creates an environment that can tend, to some variable degree, to alter the motivations and incentives of the Contractor away from efficiency;

b) Creates an additional burden, to some variable degree, on the Engineer (as well as the Contractor) with respect to monitoring and administrative effort which, in the case of the Engineer, will either mean additional expense to the Town or reduction in the base services provided; and either of these scenarios tend to run counter to the public interest; and,

c) Can typically be contentious.

6. Therefore, in any situation where Method 2 (above) has, in the judgment of the Engineer, reached impasse, the Engineer may, considering the circumstances and factors, judge that Method 3 (above) is not in the best interests of the Project or of the public, and, as a result, is not appropriate to the subject matter. In such case, the Engineer shall make a determination in accordance with Method 4 (above).

24.03 *Determination of Adjustment of Contract Times:* The determination of the appropriate adjustment in Contract Times that may be warranted under any situation shall be in accordance with, in order of precedence, Method 2 followed by Method 4 as set forth in Paragraph 24.02, as rendered applicable to Contract Times in lieu of Contract Price.

24.04 *Delays:*

1. Where the Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contractor is entitled to an equitable extension of the Contract Times where such adjustment is essential to the Contractor's ability to complete the Work within the Contract Times, and in accordance with the provisions of Article 23, Article 25, and this Article 24. Delays beyond the control of the Contractor shall include acts or neglect by the Owner, acts or neglect of utility owners or other contractors who may be performing work at the Project Site, fires, floods, earthquakes, epidemics, significantly abnormal weather conditions, or acts of God.

2. Except where the subject delay is caused solely by the neglect or wrongful act of the Owner or the Engineer, an equitable adjustment in Contract Times shall be the sole and exclusive remedy for any such delay.

3. Where such a delay is caused solely by the neglect or wrongful act of the Owner or the Engineer, then the Contractor shall be entitled to an equitable adjustment in both Contract Price and Contract Times in accordance with the provisions of Article 23, Article 25, and this Article 24.

4. The Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of the Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of the Contractor.

5. The Town, the Engineer, and the related entities of or to each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by the Contractor on or in connection with any other project or anticipated project, or with any matter outside of or not directly associated with this Project.

24.05 *Notification to Surety:* If notice to be given to a surety 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 Times) is required by the provisions of any bond, the giving of any such notice will be the Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change, unless such adjustment for any particular change is explicitly waived in writing by the Owner.

ARTICLE 25 - CLAIMS

25.01 *Claim Process - Applicability:*

1. Claims and the Claim Process are defined in Paragraphs 1.01-11 and 1.01-13 of these General Conditions. The invocation and application of the Claims Process as set forth in this Article 25 is a condition precedent to the valid invocation of the Dispute Resolution Process, as set forth in Article 28 hereof, for all matters for which the Claims process is applicable per Paragraphs 1.01-11 and 25.01-2 (below). A request for a Change Order, per Paragraph 23.04-2, and the application of the Change Order process as a result thereof, as set forth in Articles 23 and 24 hereof, is a condition precedent to the valid invocation of the Claim Process for all matters for which a Change Order is applicable and appropriate under the provisions of the Contract Documents.
2. In the case that either Party is of the opinion that an event has occurred with respect to the Contract Work, or otherwise with respect to the Contract, except for actual Termination of the Contract per Article 27 hereof (and including all matters as may be directly related to any such Termination of the Contract), that has not been or is not being addressed in accordance with the applicable provisions of the Contract to the detriment of the subject Party, then the prescribed means, with due consideration to the provisions of Paragraph 22.07, of seeking remedy in such case and for such event is through the issuance of a Notice of Claim, in strict accordance with the requirements for notification set forth in Paragraph 25.02 below, and the resulting Claim Process, as set forth in this Article 25. The Claims Process is part of the overall endeavor to administer the Contract in a just and equitable manner. The Parties understand that a Claim process typically can be arduous and contentious, and that, in the interest and spirit of cooperation and expediency, the Contract makes available in Paragraph 22.07 hereof the process of requesting and obtaining a decision from the Engineer prior to issuing a Notice of Claim for matters related to the Contract Work; which decision process allows for the opportunity for both Parties to be heard on the subject matter and for the Parties to conduct discussions/negotiations on the matter. While it is suggested that the Party seeking remedy will take advantage of such decision process as may be reasonable prior to issuing a Notice of Claim regarding the subject matter; neither the availability nor use of any such alternate means of remedy set forth in the Contract shall be used or deemed to in any way preclude, alter, or waive the right of a Party to seek remedy via the Claim process as set forth in this Article 25. (Note: The available remedy regarding the actual Termination of the Contract bypasses the Claim process directly to the Dispute Resolution Process set forth in Article 28 hereof.)

25.02 *Notice of Claim:*

1. A Claim, and the Claim Process, is initiated by the issuance of a written Notice of Claim by the Party seeking remedy to the other Party, delivered via Certified Mail to the notification addresses set forth for each within the Contract, with copy provided to the Engineer for informational purposes, within the Claim Notification Period as defined by Paragraph 25.03.
2. A Notice of Claim shall include:
 - a) An identification and brief description (and such description may be general) of the event or events giving rise to the Claim;
 - b) The notice may identify any relevant Contract events known to the Claimant which may affect the magnitude of the remedy sought that have occurred subsequent to the original event(s);

- c) The date, or dates, of the subject event or events;
 - d) The date, or dates, of the commencement of the Claim Notification Period for any subject event that may differ, per the Contract, from the actual date of the subject event, and the reason, per the Contract for such non-default date of commencement.
 - e) The type of remedy, (e.g. “increase in Contract Price”, “increase in Time for Phase 1”, etc.), which may be sought for each subject event. A magnitude of remedy sought is not required at this stage.
- 3. Any Notice of Claim issued subsequent to the expiration of such Claim notification period for the subject event will not be valid and, correspondingly, the subject Claim shall also be rendered invalid by lack of timely notification per the requirements of Paragraph 25.03.
 - 4. The Claim Notification Period for any event may not be extended.
 - 5. Upon the expiration of the Claim Notification Period for any event, the Parties shall have forfeited any rights they may have under this Contract to make any Claim with respect to the subject event that is not directly related to, relevant to, and within the scope of an already Noticed Claim.
 - 6. Nothing herein is intended to prohibit the receiving Party of an invalid Notice of Claim from seeking to address the subject Claim to any extent deemed thereby to be in its interests; and such addressing of an invalid Claim shall be and remain solely at the pleasure of said receiving Party thereof, and may be withdrawn thereby at any time.
 - 7. The Dispute Resolution Process, i.e. litigation or arbitration, is not available under this Contract for any invalid Claim.

25.03 Claim Notification Period: A Claim Notification Period has a duration of 30 days directly subsequent to its commencement date. By default, and unless otherwise specifically provided for by the Contract Documents, the commencement date for the Claim Notification Period for an event is the day on which the subject event occurs, first occurs, or commences to occur. Paragraphs 22.07-4, 22.08, 23.03-4, and 23.04-1 hereof contain provisions regarding the commencement date of the Claim Notification Period for circumstances relative to those paragraphs. Where a Change Order is knowingly being, or is expected to be, developed (as documented in writing), and 1) some aspect of the resulting Change Order is in dispute, then the date of commencement of the Claim Notification Period for all matters covered by the subject Change Order shall be the date of issuance of the subject Change Order, or 2) written notification is issued by one of the Parties or the Engineer that the subject Change Order is no longer being pursued thereby, (in general or via the then underway process,) then the date of commencement of the Claim Notification Period for all events that were directly the subject of the said potential Change Order being or expected to be developed shall be the date that such written notification per this sentence is delivered to the receiving Party.

25.04 Responsibilities of the Claimant:

- 1. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- 2. Within 60 days from the issuance of a valid Notice of Claim associated with a particular Claim, the claimant shall submit to the non-claimant Party a package of written documents that constitutes the entirety of the explanation, documentation, and substantiation of the Claim as contemplated by the claimant and known to the claimant at such time. Such submittal package shall include:

- a) A reiteration of items a, b, and c of the requirements for the Notice of Claim as set forth in Paragraph 25.02.
 - b) A more detailed description/presentation of the facts, factors, dates, happenings, occurrences, actions, and other information relevant to the understanding of the subject event(s) and the substantiation of the same as warranting an adjustment in Contract Price, Times , or other Contractual matter.
 - c) A detailed and specific presentation of the magnitude and extent of any adjustment of a Contractual matter being sought, and appropriate and complete documentation substantiating the same. As a default, Claims for adjustment in Contract Price shall be substantiated by the Cost Plus method (Method 3) as set forth in Paragraph 24.02 - 3. The Parties may agree to allow or use some other method, to any extent.
 - d) A signed written statement from the claimant stating that, to the best of the claimant's knowledge, (i) the adjustments presented in the enclosing/accompanying submittal package represents the entire adjustment being sought by the claimant, and to which it believes it is entitled, with respect to any and all of the subject events; (ii) the subject Claim is made in good faith; and, (iii) the supporting information and data are accurate and complete.
 - e) Any additional supporting documentation deemed fit by the claimant.
3. The claimant may request of the other Party in writing, within such 60-day period, an extension of such 60-day period for submittal of certain particular documentation, substantiation, or other supporting information relevant to the subject Claim which may not reasonably be obtained, compiled, or developed within such 60-day timeframe; such request shall identify the specific time period requested for the extension.
4. The non-claimant Party shall not unreasonably withhold approval of any first request, as associated with any particular Claim, for such extension, though the non-claimant Party has the authority to adjust the length of any granted extension as deemed fit thereby, notwithstanding the requested extension.
5. The claimant agrees to reasonably schedule, prepare, review, accommodate, attend, and participate, in good faith, in meetings, correspondence, and other matters requested, arranged, or otherwise necessary or appropriate to furthering the process towards resolution with respect to any Claim.

25.05 Responsibilities of the Non-Claimant:

- 1. The non-claimant Party shall review the Claim thoroughly, giving full consideration to its merits, in a timely manner.
- 2. Within 90 days after the receipt of the package of written documentation from the claimant, per Paragraph 25.04-2, presenting the claimant's substantiation for the subject Claim, the non-claimant shall respond to the claimant in writing regarding the same. Such response shall assert one or more unilateral resolutions to the subject Claim per the provisions of Paragraph 25.07 below, or shall request negotiations and further exchange of information regarding all of the non-resolved matters of the subject claim, providing explanation and information regarding the non-claimant's current position regarding the same.

3. The non-claimant may request of the claimant in writing, within such 90-day period, an extension of such 90-day period for such response; such request shall identify the reason for such request and the specific time period requested for the extension.
4. The claimant shall not unreasonably withhold approval of any first request, as associated with any particular Claim, for such extension, though the claimant has the authority to adjust the length of any granted extension as deemed fit thereby, notwithstanding the requested extension.
5. The non-claimant agrees to reasonably schedule, prepare, review, accommodate, attend, and participate, in good faith, in meetings, correspondence, and other matters requested, arranged, or otherwise necessary or appropriate to furthering the process towards resolution with respect to any Claim.

25.06 Availability of Mediation:

1. At any time after initiation of a Claim, the Parties may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay time related matters of the subject Claim Process.
2. If the Parties agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim Process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim Process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
3. The Owner and the Contractor shall each pay one-half of the mediator's fees and costs.

25.07 Claim Resolution: A claim may be finally resolved for purposes of the Claim Process by one or a combination of the following means:

1. Unilateral granting of all or part of the subject Claim by the non-claimant Party issued in writing to the claimant Party;
2. Unilateral denial of all or part of the subject Claim by the non-claimant Party issued in writing to the claimant Party;
3. A negotiated settlement of all or part of the subject Claim is agreed to in writing by the Parties and made an amendment to the Contract thereby;
4. All or that part of the subject Claim not previously resolved per (1), (2), or (3) above are denied by default under the provisions of Paragraph 25.08 below.

25.08 Notice of Final Resolution:

1. Either Party may, in good faith, provide the other Party a Notice of Final Resolution regarding a subject Claim, which notice shall be in writing and shall notify the other Party that, in the issuer's determination, all matters regarding the subject Claim are considered thereby to be resolved through the means set forth under Paragraph 25.07 above; and that the issuing Party thereby considers the subject Claim to be fully and finally resolved for purposes of the Claim Process as set forth in in this Article 25.

2. Within 10 days of receipt of any such Notice of Final Resolution, the receiving Party shall, in writing, either:

- a) Agree with the assertion of final resolution; or,
- b) Dispute the assertion of final resolution, providing a detailed explanation of what matters with respect to the subject Claim that the receiving Party does not consider to be resolved; which disputing of said assertion shall automatically void said assertion.

3. Failure of the receiving Party to respond to any such Notice of Final Resolution per 25.08.2 above shall be deemed to be an agreement on the part of the receiving Party with the assertion of final resolution. Agreement of the receiving Party with the assertion of final resolution, by either means set forth herein, shall:

- a) Render any matters or parts of the subject Claim that may subsequently be determined to not have been previously resolved by the Parties to be denied by default; and,
- b) Effectuate such final resolution for purposes of the invoking of the Dispute Resolution Process under Article 28.

4. Subsequent to 90 days after the receipt of the package of written documentation from the claimant by the non-claimant, per Paragraph 25.04-2, presenting the claimant's substantiation for the subject Claim, provided that such deadline may be extended by mutual written agreement of the Parties, either Party may, in good faith, notify the other Party in writing that the issuing Party considers progress on towards the resolution of the subject Claim to have irreparably stalled and that all matters regarding the subject Claim that have not previously been finally resolved per the provisions of Paragraph 25.07 are henceforth considered to be denied by default due to the inaction or inability of the Parties to resolve such matters. Such notice shall also serve as a Notice of Final Resolution that is considered effectuated for purposes of the invoking of the Dispute Resolution Process under Article 28 upon the receipt of such notice by the non-issuing Party.

5. A negotiated settlement that resolves all remaining outstanding matters or parts of a subject Claim shall also be considered a Notice of Final Resolution if (i) such settlement clearly states that it is intended to resolve all such outstanding matters or (ii) such settlement is the result of successful mediation per Paragraph 25.06. As such a negotiated settlement is by its nature an agreement of the Parties with respect to the subject Claim, the Dispute Resolution Process is not available to the Parties with respect thereto.

25.09 *Availability of the Dispute Resolution Process:*

1. Upon effectuation of any Notice of Final Resolution of any Claim per the provisions of Paragraph 25.08 above, the Dispute Resolution Process as set forth in Article 28 hereof becomes available to the claimant Party with respect to any part of the subject Claim (including all thereof) that was denied by any means other than within a negotiated settlement per Paragraphs 25.07-3 or 25.08-5, provided that the claimant Party must invoke said Dispute Resolution Process in accordance with the provisions of said Article 28 within 30 days following such effectuation of the subject Notice of Final Resolution.

2. Subsequent to 30 days following said effectuation of any Notice of Final Resolution of any Claim, said Dispute Resolution Process shall no longer be available to be invoked with respect to any denial included in such Claim; nor shall said Dispute Resolution Process be available with respect to any granted part of a Claim nor any part of a Claim resolved by negotiated settlement.

25.10 *Final and Binding Results:*

1. The results of the Claim Process with respect to any subject Claim, or part thereof, shall become binding and final with respect to all matters related to the Contract:
 - a) For parts of the subject Claim that were unilaterally granted by the non-claimant, upon issuance of the subject approval by the non-claimant;
 - b) For parts of the subject Claim that were resolved by negotiated settlement, upon execution of the subject settlement and its incorporation into the Contract Documents by Amendment; and,
 - c) For parts of the subject Claim that were denied and for which the Dispute Resolution Process was not invoked in a timely manner with respect thereto, upon the Dispute Resolution Process ceasing to be available to the claimant with respect thereto.
2. Upon any such results of the Claim Process so becoming binding and final, the same shall be documented within the Contract Documents in a timely manner by means of preparation and issuance of a Change Order where appropriate, or otherwise by other appropriate means.

25.11 *The Engineer's Role:*

1. The Owner shall be responsible to keep the Engineer informed, where the Engineer's role under the Contract Documents remains relevant, of any proceedings with respect to any Claim Process that are related to the Contract Work and for which a Change Order may be forthcoming.
2. The Engineer shall comply in a timely manner with any reasonable request from the Contractor, through the Owner, for copies of Project information in the possession of the Engineer which is not confidential, in the opinion of the Engineer or the Owner, to the relationship of the Engineer and the Owner with respect to the Project and have not previously been provided to the Contractor.
3. The Owner may bring the Engineer into any Claim negotiations as the Owner's representative and professional familiar with the prosecution of the Contract Work and other Contract matters.

ARTICLE 26 - PROGRESS PAYMENTS AND PROJECT COMPLETION

26.01 *Frequency:* At approximate regular intervals, with the default being monthly, agreed upon by the Parties and the Engineer, or as may be otherwise specified in the Contract Documents, the Contractor shall, in accordance with the provisions of this Article 26, prepare and submit to the Engineer an Application for Payment.

26.02 *Form of Application:* The Schedule of Values shall be the basis for all Applications for Payment, and the form of the Applications for Payment shall appropriately reflect this. The form of Applications for payment shall be based on a form provided by the Engineer to the Contractor, or shall be in a form that has been previously submitted to and found acceptable by the Engineer.

26.03 *Application Certificates:*

1. Each Application for Payment shall contain a signed and dated certificate from the Contractor stating that the quantities of Contract Work set forth on the subject Application for Payment, to the best of the Contractor's knowledge, accurately represent the amounts of Contract Work *i)* completed by the Contractor in accordance with the Contract Documents during the stated payment period and for which the Contractor is seeking payment at this time and *ii)* previously included in an Application for Payment from the Contractor but not paid for and for which the Contractor is again seeking payment.
2. Beginning with the third Application for Payment, each Application shall include a certificate from the Contractor stating that all previous progress payments received by the Contractor (at least 15 days prior to the date the subject Application for Payment is submitted to the Engineer) on account of the Contract Work have been appropriately applied on account to discharge the Contractor's legitimate obligations as may be/have been associated with Work included in previous Applications for Payment.

26.04 *Application – Supporting or supplemental information:*

1. Each Application for payment shall include the following supporting or supplemental information, provided that (c) (as applicable) is optional and aspects of (b) may be addressed in accordance with 26.04-2 below:
 - a) Completed forms or other reporting required by Laws or Regulations;
 - b) As may be required by the Contract Documents;
 - c) Itemized identification of Work completed during the subject payment period but not included for payment, including a general reason therefor.
 - d) As requested by the Engineer or as deemed appropriate by the Contractor to substantiate or support the request for payment for any completed Contract Work included therein.
2. Where allowed and as may be applicable, and as is acceptable to the Engineer, supporting or supplemental information required by Laws or Regulations or by the Contract Documents may be submitted on an alternate schedule.
3. Regardless of the particular timing or interval for when due, the timely submittal (in relation to the Owner's associated obligations) of information by the Contractor to the Owner (or some other entity on behalf of the Owner) as may be required by Laws or Regulations for which the Owner has some responsibility regarding the collection, timely submittal, or administration thereof and has been made a requirement by the Contract Documents, and the frequency associated with the Owner's obligations is based on the passage of time or on the Contractor's progress on Contract Work, or has otherwise been specified in the Contract Documents, is a condition precedent to full payment being due the Contractor on any subsequent Application for Payment; and whenever any such submittals for information are past due by reason of nonsubmittal or of nonconformance of any portion of a submittal, the Owner may withhold payment from any subsequent progress payment in a reasonable amount to endeavor to compel compliance for such submittals or information from the Contractor, notwithstanding any other legitimate retainage, deduction, or other withholding as may be applied. Any such withholding amount from a particular progress payment should be set so as to not significantly, under typical circumstances, interfere with the Contractor's ability to pay amounts due on account in association with the subject Work.

4. The actual progress payments made shall be based on the recommendation of the Engineer per Paragraph 26.05, and not on the corresponding Application for Payment from the Contractor. The Application for Payment is prepared and required as a convenience and a means for the Parties and the Engineer to:

- a) Document the opinion of the Contractor with respect to the Contract Work completed, and correspondingly the amount due, at subject points in time;
- b) Serve as a reference and an aid to the Engineer in the review and recommendation process, thereby, amongst other things, helping to speed up the process and to avoid errors or omissions;
- c) To identify and document, in a timely and structured manner, any discrepancies that may exist between the Contractor and the Engineer with respect to the status of the Contract Work;
- d) To document and track any such discrepancies which have not been resolved; and
- e) To identify, document, and track, in a timely and structured manner, any Contract Work that has been completed, or reported to be so, by the Contractor but not included in a request for, or made, progress payment for any reason, which may include as a result of a Work Change Directive for which the corresponding Change Order is pending.

26.05 *Review and Recommendation by the Engineer:*

1. The Engineer will, within 15 days after receipt of each Application for Payment, review the subject Application and either:

- a) Indicate in writing a recommendation of payment, for all or any portion of the amount requested in the subject Application (with allowance for any applicable retainage per Paragraph 26.07), and present the Application to Owner for payment; or,
- b) Return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the corrections as deemed fit thereby and resubmit the Application; and any such resubmittal shall be treated as a new Application.

2. In any case where the Engineer recommends payment for only a portion of the amount requested in a subject Application:

- a) The Engineer shall provide in writing to the Owner and the Contractor his reasoning, itemized as appropriate, for refusal to recommend payment on those applicable portions.
- b) Subsequently (to (a) above), the Contractor may make corrections, adjustments, or otherwise resolve the subject issues with the Engineer and at any time thereafter submit for payment for any or all of the subject refused payment items/amounts either as part of a future regular Application for Payment, or as a special Application for Payment, provided that no more than one special Application for Payment is permitted in the interim between any two regular Applications for Payment. Any special Application for Payment shall be processed in accordance with the provisions of this Article 26.

3. The Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Project Site of the executed Contract Work as an experienced and qualified design professional and on Engineer's

review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a) The Contract Work has progressed to the point indicated;
- b) The quality of the Contract Work is generally in accordance with the Contract Documents (subject to an evaluation of the Contract 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 as may be conducted by the Engineer, and to any other qualifications stated in the recommendation); and,
- c) The conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Contract Work.

4. By recommending any such payment, the Engineer will not thereby be deemed to have represented that:

- a) Inspections made to check the quality or the quantity of the Contract Work as it has been performed have been exhaustive, extended to every aspect of the Contract Work in progress, or involved detailed inspections of the Contract Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or,
- b) That there may not be other matters or issues between the Parties that might entitle the Contractor to be paid additionally by the Owner or entitle the Owner to withhold payment to the Contractor.

5. The Engineer may refuse to recommend payment for any Contract Work associated in a subject Application for Payment if, in the opinion of the Engineer, it would be incorrect to make such recommendation therefor.

6. The Engineer may recommend reductions in payment (set-offs), thereby revising or revoking portions of previously made payments to the Contractor to an appropriate extent due to subsequently available or discovered evidence or otherwise, necessary in the Engineer's opinion to protect the Owner from loss because:

- a) The Contract Work is defective, or completed Contract Work has been damaged, requiring correction or replacement;
- b) The Contract Price has been reduced by Change Orders;
- c) The Owner has been required or elected to correct defective Contract Work or complete Contract Work in accordance with Paragraphs 26.15, 27.02-3(c), or 31.07;
- d) The Owner has been required to remove or remediate a Hazardous Environmental Condition for which the Contractor is responsible; or,
- e) The Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

7. Neither the Engineer's monitoring and review of the Contractor's Work for the purposes of recommending payments nor the Engineer's recommendation of any payment, including final payment, will impose responsibility on the Engineer:

- a) Beyond or above those set forth in Article 22, and including the limitations set forth in Paragraph 22.10 thereof;
- b) To make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price; or,
- c) To determine that title to any of the Contract Work, materials, or equipment has passed to Owner free and clear of any liens.

26.06 *Payment Becomes Due:* Ten days after presentation of an Application of Payment to the Owner with the Engineer's recommendation, the amount recommended on any such Application will (subject to the provisions of Paragraphs 26.07 and 26.08) become due; and, when due, will be promptly paid by the Owner to the Contractor.

26.07 *Retainage:* Unless otherwise provided for in the Supplemental Contract Provisions or the Contract Agreement, or subsequent written arrangement by the Parties:

- 1. The Owner may withhold, at its sole discretion, and subject to other provisions of this Paragraph 26.07, up to 5% of progress payments (as allowed by law) due to the Contractor as a security for timely and attentive performance of the Contract Work.
- 2. The Owner shall keep the Engineer and the Contractor apprised in writing, in a timely manner, of the current rate of retainage being applied to progress payments; and the Engineer shall account for current retainage and track cumulative retainage on each recommendation for progress payment therefrom.
- 3. Upon the Contractor successfully completing Work and within 30 days of the Engineer approving progress payments in an amount greater than 50% of the Contract Price (and if the current retainage exceeds 2.5%), then Engineer shall perform a written evaluation and recommendation, to be provided to both the Owner and the Contractor, of the performance of the Contractor to date and may, based on such evaluation, recommend therein to the Owner the reduction of the retainage to an amount of not less than 2.5% for future progress payments and to be applied retroactively to payments made. In the event that the recommendation of the Engineer is for no reduction, or for a reduction to a rate greater than 2.5%, then the Engineer shall clearly substantiate the reasons for such recommendation within the evaluation.
- 4. Upon receipt of the Engineer's said evaluation and recommendation thereby, the Owner shall not unreasonably act counter to said recommendation with respect to retainage, and shall (subject to other provisions herein) make an appropriate reduction in the progress payment retainage (if a reduction is recommended). In the event the Owner elects to reduce the retainage by an amount less than that recommended by the Engineer, then the Owner shall provide the substantiating reason(s) therefore in the written notice required per 26.07-2.
- 5. Subsequent to receipt by the Owner of the Engineer's said evaluation and recommendation per 26.07-3, any reduction in the progress payment retainage rate to a rate greater than or equal to 2.5% shall be applied retroactively to payments previously made; and the same shall become due the Contractor and paid thereto with the next subsequent progress payment.

6. The Owner may elect to reduce the retainage rate at any time without reason. Except as provided for in 26.07-5, the Owner is only obligated to apply any such reduction to future progress payments, and is not obligated to apply the same retroactively.

7. At any time, if the current retainage rate is less than 5%, the Owner may elect, with reason, to increase the retainage for future progress payments (subject to other provisions of this Paragraph 26.07) to any amount up to 5%. The substantiating reason(s) for any such increase must be stated in the written notice required per Paragraph 26.07-2. Any such increase may not be applied retroactively to payments previously made.

26.08 *Other Reduction in Payment by the Owner:*

1. In addition to, notwithstanding, any retainage per the provisions of Paragraph 26.07 and any reductions in payment (set-offs) recommended by the Engineer under the provisions of Paragraph 26.05-6, except for any redundancies with respect thereto, the Owner is entitled to impose a set-off against payment based on any of the following:

- a) Claims have been made against the Owner on account of the Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
- b) The Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
- c) The Contractor has failed to provide and maintain required bonds or insurance;
- d) The Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
- e) The Owner has incurred extra charges or engineering costs related to excessive submittal reviews, evaluations of proposed substitutes, failed tests or inspections, or return visits to manufacturing or assembly facilities;
- f) The Work is defective, requiring correction or replacement;
- g) The Owner has been required or elected to correct defective Work in accordance with Paragraph 31.07, or has accepted defective Work pursuant to Paragraph 31.05;
- h) The Contract Price has been reduced by Change Orders;
- i) Liquidated damages have accrued as a result of the Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
- j) An event that would constitute a default by the Contractor and therefore justify a termination for cause has occurred;
- k) Liens have been filed in connection with the Work, except where the Contractor has delivered a specific bond satisfactory to the Owner to secure the satisfaction and discharge of such Liens; or,

- 1) There are other items entitling the Owner to a set-off against the amount recommended.
2. If the Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of the Engineer, the Owner will give the Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. The Owner shall promptly pay the Contractor the amount so withheld, or any adjustment thereto agreed to by the Owner and the Contractor, if the Contractor remedies the reasons for such action. The reduction imposed shall be binding on the Contractor unless it duly requests a Change Order contesting the reduction.
3. If it is subsequently determined that the Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 26.06.

26.09 Contractor's Warranty of Title: The Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to the Owner free and clear of (i) all Liens and other title defects, and (ii) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment for the same by the Owner.

26.10 Substantial Completion:

1. When the Contractor considers the entire Contract Work ready for its intended use, the Contractor shall notify the Owner and the Engineer in writing that the entire Contract Work is substantially complete and request that the Engineer issue a certificate of Substantial Completion. The Contractor shall at the same time submit to the Engineer and the Owner an initial draft of the punch list items to be completed or corrected before final payment.
2. Promptly after the Contractor's notification, the Owner, the Contractor, and the Engineer shall make an inspection of the Contract Work to determine the status of completion. If the Engineer does not consider the Contract Work substantially complete, the Engineer will notify the Contractor and the Owner in writing giving the reasons therefor.
3. If the Engineer considers the Contract Work substantially complete, the Engineer will deliver to the Owner, with a copy being furnished to the Contractor, a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a punch list of items to be completed or corrected before final payment. The Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to the Engineer as to any provisions of the certificate or attached punch list. If, after considering such objections, the Engineer concludes that the Contract Work is not substantially complete, the Engineer will within fourteen days after submission of the preliminary certificate to the Owner notify the Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If the Owner does not object to the provisions of the certificate, or if despite consideration of the Owner's objections the Engineer concludes that the Work is substantially complete, then the Engineer will, within said 14 days, execute and deliver to the Owner and the Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from the Owner.
4. At the time of delivery of the preliminary certificate of Substantial Completion, the Owner and the Contractor will confer regarding the Owner's use or occupancy of the Work following Substantial Completion. Unless the Owner and the Contractor agree otherwise in writing, the Owner shall bear

Conditions responsibility for security, operation, protection of the Work, property insurance, and maintenance upon Owner's use or occupancy of the Work.

5. After Substantial Completion the Contractor shall promptly begin work on the punch list of items, as circumstances, including weather, may allow, to be completed or corrected prior to final payment. In appropriate cases the Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

26.11 *Partial Utilization:*

1. Prior to Substantial Completion of all the Work, the Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which the Owner, the Engineer, and the Contractor agree constitutes a separately functioning and usable part of the Work that can be used by the Owner for its intended purpose without significant interference with the Contractor's performance of the remainder of the Work, subject to the following conditions:

- a) At any time, the Owner may request in writing that the Contractor permit the Owner to use or occupy any such part of the Work that the Owner believes to be substantially complete. If and when the Contractor agrees that such part of the Work is substantially complete, the Contractor, the Owner, and the Engineer will follow the procedures of Paragraph 26.10 for that part of the Work.
- b) At any time, the Contractor may notify the Owner and the Engineer in writing that the Contractor considers any such part of the Work substantially complete and request the Engineer to issue a certificate of Substantial Completion for that part of the Work.
- c) Within a reasonable time after either such request, the Owner, the Contractor, and the Engineer shall make an inspection of that part of the Work to determine its status of completion. If the Engineer does not consider that part of the Work to be substantially complete, the Engineer will notify the Owner and the Contractor in writing giving the reasons therefor. If the Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 26.10 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.

26.12 *Final Inspection:* Upon written notice from the Contractor that the entire Work or an agreed portion thereof is complete, the Engineer will promptly 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 subject Work is incomplete or defective. The Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. Additional Final Inspections shall be conducted as deemed appropriate by the Engineer.

26.13 *Final Payment:*

- 1. After the Contractor has, in the opinion of the Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Article 17), and other documents, the Contractor may make application for final payment following the procedure for progress payments.
- 2. In addition to the requirements set forth for progress payments, the final Application for Payment shall be accompanied (except as previously submitted) by:

- a) All documentation as may otherwise be required by the Contract Documents;
 - b) Consent of the surety, if any, to final payment;
 - c) Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to the Owner free and clear of any Liens or other title defects, or will so pass upon final payment; and,
 - d) A list of all Claims against the Owner that the Contractor believes are unsettled.
3. If on the basis of the Engineer's observation of the Contract Work during construction and final inspection, and the Engineer's review of the final Application for Payment and accompanying documentation, the Engineer is satisfied that the Work has been completed and the Contractor's other obligations under the Contract Documents have been fulfilled, the Engineer will, within fifteen days after receipt of the final Application for Payment, indicate in writing the Engineer's recommendation of payment and present the Application for Payment to the Owner for payment. At the same time the Engineer will also give written notice to the Owner and the Contractor that the Contract Work is acceptable subject to the provisions of Paragraph 26.15. Otherwise, the Engineer will return the Application for Payment 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 for Payment.
4. The Contract Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
5. Thirty days after the presentation to the Owner of the final Application for Payment and accompanying documentation, the amount recommended by the Engineer, less any sum Owner is entitled to set off against the Engineer's recommendation, including set-offs allowed under the provisions of Paragraph 26.08-1 with respect to progress payments, will become due and will be paid by the Owner to the Contractor, except that final payment shall not become due until the Contractor has supplied the Owner with a valid instrument of warranty security in accordance with Paragraph 26.16 if so required by the Owner.

26.14 Waiver of Claims: The making and acceptance of final payment will constitute:

1. A waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Contract Work appearing after final inspection pursuant to Paragraph 26.12, or as may be associated with the Contractor's general warranty and guarantee as set forth in Paragraph 20.03, or as may be associated with the Contractor's indemnifications as set forth in Paragraph 20.04, as all such indemnification obligations of the Contractor as arise from said Paragraph 20.04 are to survive final payment, or from any other continuing obligations of the Contractor under the Contract Documents; and,
2. A waiver of all Claims by the Contractor against the Owner other than any Claims listed in the Contractor's Application for Final Payment as believed by the Contractor as being unsettled in accordance with Paragraph 26.13-2(d).

26.15 Correction Period:

1. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or

by any specific provision of the Contract Documents), herein designated as the "Correction Period", any Contract Work is found to be defective, or if the repair of any damages to the Project Site, adjacent areas that the Contractor has arranged to use through construction easements or otherwise affected, and other adjacent areas used by the Contractor as permitted by Laws and Regulations, is found to be defective, then the Contractor shall promptly, without cost to the Owner and in accordance with the Owner's written instructions:

- a) Correct such defective Contract Work;
 - b) If any defective Work has been rejected by the Owner, remove it from the Project Site and replace it with Work that is not defective;
 - c) Correct the defective repairs to the Project Site or such other adjacent areas; and,
 - d) Satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
2. If the Contractor does not promptly comply with the terms of the Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, the Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. The Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
3. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Contract Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
4. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
5. The Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

26.16 Warranty Security: Prior to issuance of Final Payment by the Owner, the Contractor shall, unless otherwise waived or altered in writing by the Owner, post with the Owner a warranty security which shall be subject to the following terms:

1. The security shall be in an amount no less than the larger of:
 - a) 5% of the full Contract amount up to \$25,000; or,
 - b) 2.5% of the full Contract amount.
2. The term of the Warranty Security shall cover the entire Correction Period as set forth in Paragraph 25.15 above.

3. The Warranty Security shall serve to protect the Owner, in addition to (jointly or severally) other remedies available per the Contract Documents or Laws and Regulations, during the Correction Period against loss as a result of defective work.
4. The Warranty Security shall be in one of the following forms:
 - a) Cash security;
 - b) Letter of credit from an institution and in a form acceptable to the Owner;
 - c) Security bond in a form acceptable to the Owner and issued by a surety meeting the requirements set forth in Provision 20.01-2 hereof; or,
 - d) Other form approved in writing by the Owner.
5. Where the Contractor submits a request for final payment and, prior to the Owner approving such final payment in accordance with the Contract Documents, the Contractor fails or neglects to provide the Warranty Security as designated above, the Owner has the authority and right to hold as such Warranty Security any retainage or other monies due to the Contractor as part of the final payment.
6. The Contractor may at any reasonable time, subject to the terms of this Provision 26.01, convert such Warranty Security to a different acceptable form of security hereunder; and, upon receipt of such acceptable replacement security, the Owner shall, in a timely manner, release the previously held security.

ARTICLE 27 - SUSPENSION OF WORK AND TERMINATION

27.01 *Owner May Suspend Work:* At any time and without cause, the Owner may suspend the Contract Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to the Contractor and the Engineer which will fix the date on which the Contract Work will be resumed. The Contractor shall resume the Contract Work on the date so fixed. Upon request for the same, and if so warranted, the Contractor shall be granted an extension of the Contract Times directly attributable to any such suspension in accordance with applicable provisions of the Contract Documents. The provisions of this Paragraph 27.01 are subject to any provisions in the Supplemental Contract Provisions for winter shutdown, or other such matter where an anticipated or potential suspension is addressed thereby and may be taken into account by the Contractor prior to submitting a Bid.

27.02 *Owner May Terminate for Cause:*

1. The occurrence of any one or more of the following events will constitute default by the Contractor and justify termination for cause:
 - a) The Contractor's persistent failure 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 as set forth in Article 5.)
 - b) The Contractor's disregard of Laws or Regulations of any public body having jurisdiction, including the requirements of any permits issued and in effect under any such Laws or Regulations as may be applicable to the Contract Work or the Contractor's prosecution thereof;

- c) The Contractor's disregard of the authority of the Owner or the Engineer; or,
 - d) The Contractor's violation in any material way of any provisions of the Contract Documents.
2. If one or more of the events identified in Paragraph 27.02-1 occur, then after giving the Contractor and surety ten days written notice that the Owner considers the Contractor in material default of the Contract and the Owner is considering termination of the Contract, the Owner may proceed to give the Contractor and surety notice that the Contract is terminated and enforce the rights available to the Owner under any applicable performance bond.
3. Subject to the terms and operation of any applicable performance bond, if the Owner has terminated the Contract for cause, the Owner may:
- a) Exclude the Contractor from the Project Site and take possession of the Contract Work;
 - b) Incorporate in the Contract Work all materials and equipment stored at the Project Site or for which the Owner has paid the Contractor but which are stored elsewhere; and,
 - c) Complete the Contract Work as the Owner may deem expedient.
4. The Owner may not proceed with termination of the Contract under Paragraph 27.02-2 if the Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
5. If the Owner proceeds, to any extent, as provide in Paragraph 27.02-2, the Contractor shall not be entitled to receive any further payment until the Contract Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by the Owner arising out of or relating to completing the Contract Work, such excess will be paid to the Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, the Contractor shall pay the difference to the Owner. Such claims, costs, losses, and damages incurred by the Owner will be reviewed by the Engineer as to their reasonableness and, when so approved by the Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, the Owner shall not be required to obtain the lowest price for any Work performed thereby.
6. Where the Contractor's services have been so terminated by the Owner, the termination will not affect any rights or remedies of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the Owner will not release the Contractor from liability.
7. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 20.01, the termination procedures of that bond shall supersede the provisions of Paragraphs 27.02-2 and 27.02-3.

27.03 *The Owner May Terminate for Convenience:*

1. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

- a) Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - b) Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and,
 - c) Other reasonable expenses directly attributable to termination, including costs incurred.
2. The Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

27.04 Contractor May Stop Work or Terminate:

1. If, through no act or fault of the Contractor, (i) the Work is suspended for more than 90 consecutive days by the Owner or as may be under an order of court or other public authority, subject to any provisions in the Supplemental Contract Provisions for winter shutdown, or other such matter where an anticipated or potential suspension is addressed within the Contract Documents, or (ii) the Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) the Owner fails for 30 days to pay the Contractor any sum finally determined to be due, then the Contractor may, upon seven days written notice to the Owner and the Engineer, and provided the Owner or the Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from the Owner payment on the same terms as provided in Paragraph 27.03.
2. In lieu of terminating the Contract and without prejudice to any other right or remedy, if the Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or the Owner has failed for 30 days to pay Contractor any sum finally determined to be due, the Contractor may, seven days after written notice to the Owner and the Engineer, stop the Work until payment is made of all such amounts due the Contractor, including interest thereon. The provisions of this Paragraph 27.04-2 are not intended to preclude the Contractor from seeking an adjustment in Contract Price or Contract Times via a Change Order or subsequently making a Claim per Article 25 for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 28 - FINAL DISPUTE RESOLUTION PROCESS

28.01 Disputes Subject to Final Resolution: The following disputed matters are subject to final resolution under the Dispute Resolution Process as set forth in the provisions of this Article:

1. A timely appeal and invocation of this final Dispute Resolution Process regarding a denial with respect to a Claim, as per the provisions of Article 25 and Paragraph 28.02 below; or,
2. A timely invocation of this final Dispute Resolution Process, as per the provisions of Paragraph 28.02 below, regarding disputes between Owner and Contractor concerning Contract matters as related to Contract Termination or as may arise after final payment has been made.

28.02 Invocation of the final Dispute Resolution Process: The final Dispute Resolution Process as set forth in this Article may be validly invoked by the invoking Party notifying the other Party in writing of its intent to seek relief under this final Dispute Resolution Process in a timely manner:

1. With respect to matters covered by 28.01.1 above, as set forth in the Provisions of said Article 25; or,
2. With respect to matters related to Contract Termination, a “timely manner” means such notice must be issued by the non-terminating Party and received by the terminating Party within 30 days subsequent to the termination of the Contract; or,
3. With respect to a dispute which arises after final payment has been made, a “timely manner” means that such notice must be issued by the issuing Party and received by the receiving Party within 30 days subsequent to the day on which the subject disputed event occurs, first occurs, or commences to occur.

28.03 *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, the Owner or the Contractor may:

1. If an alternate final dispute resolution process is provided for in the Supplemental Contract Provisions, elect in writing to invoke such alternate final resolution process as provided for therein; or,
2. Agree in writing with the other Party to submit the subject dispute to another dispute resolution process for final resolution; or,
3. If no other dispute resolution process is invoked under Paragraphs 28.03-1 or 28.03-2 above, give written notice to the other Party of the intent to submit the subject dispute to the Connecticut Superior Court – Hartford Judicial District for final resolution.

28.04 *Claims Process a Condition Precedent:* In any event or instance where the Claims process as set forth in Article 25 is applicable, then invocation of the full Claims process as provided for under said Article 25 is a condition precedent to the invocation of any final dispute resolution under this Article 28.

SECTION 6 OTHER PROJECT AND CONTRACT MATTERS

ARTICLE 29 - EXISTING CONDITIONS

29.01 *Existing Subsurface and Physical Conditions:*

1. *Field Measurements:* The Contractor shall take all field measurements necessary to assure proper fit of the finished work, and shall assume full responsibility for the accuracy of such measurements.
2. *Reports and Drawings:* The Supplemental Contract Provisions may identify (as applicable):
 - a) Those reports known to the Owner of explorations and tests of subsurface conditions at or contiguous to the Project Site;
 - b) Those drawings known to the Owner of physical conditions relating to existing surface or subsurface structures at the Project Site (except Underground Facilities); and,
 - c) Technical Data contained in such reports and drawings.

3. *Reliance by the Contractor on Technical Data Authorized:* The Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplemental Contract Provisions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then the Contractor may rely upon the accuracy of the Technical Data (as defined in Paragraph 1.01-62) contained in any geotechnical or environmental report prepared for the Project and made available to the Contractor. Except for such reliance on Technical Data, the Contractor may not rely upon or make any claim against the Owner or the Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

- a) The completeness of such reports and drawings for the Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor, and safety precautions and programs incident thereto; or
- b) Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
- c) Any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

29.02 *Differing Subsurface or Physical Conditions:*

1. *Notice:* If the Contractor believes that any subsurface or physical condition at or contiguous to the Project Site that is uncovered or revealed either:
- a) Is of such a nature as to establish that any Technical Data on which the Contractor is entitled to rely as provided in Paragraph 29.01 is materially inaccurate; or
 - b) Is of such a nature as to require a change in the Contract Documents; or
 - c) Differs materially from that shown or indicated in the Contract Documents; or
 - d) Is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

Then the Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Contract Work in connection therewith (except in an emergency as required by Paragraph 19.06), promptly notify the Engineer by whatever means as is available and effective, and subsequently, in a timely manner, the Owner and the Engineer in writing, about such condition. The Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so. The provisions of Paragraph 23.03, as supplemented by Paragraph 11.08-2, shall govern such Work suspension (if any), the Engineer's review, the resumption of Work, any adjustment in Contract Price or Contract Time, and all related matters as provided for therein, provided that, in any case covered by this Paragraph 29.02, it is a condition precedent to the Contractor being due any adjustment in Contract Price or Contract Time that the subject subsurface or physical condition must have met any one or more of the categories set forth in (a) through (d) of this Paragraph above.

29.03 *Underground Facilities:*

1. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Project Site is based on information and data furnished to the Owner or the Engineer by the owners of such Underground Facilities, including the Owner, or by others. Unless it is otherwise expressly provided in the Supplemental Contract Provisions:

- a) The Owner and the Engineer shall not be responsible for the accuracy or completeness of any such information or data; and
- b) The cost of all of the following will be included in the Contract Price, and the Contractor shall have full responsibility for: (i) reviewing and checking all such information and data; (ii) locating all Underground Facilities shown or indicated in the Contract Documents; (iii) coordination of the Work with the owners of such Underground Facilities, including the Owner, during construction; and, (iv) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Contractor's prosecution of the Contract Work.

2. *Not Shown or Indicated:*

- a) If the Contractor believes that an Underground Facility that is uncovered or revealed at or adjacent to the Project Site was not shown or indicated, or not shown or indicated with reasonable accuracy, in the Contract Documents, then the Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 19.06), identify the owner of such Underground Facility and, in addition to notifying the Engineer per the provisions of 23.03.2, give written notice to that owner and to the Owner and the Engineer.
- b) The provisions of Paragraph 23.03, as supplemented by Paragraph 11.08-2, shall govern such Work suspension, the Engineer's review, the resumption of Work, any Change Order as a result of the situation, including any adjustment in Contract Price or Contract Time, and all related matters as provided for therein, further provided that, in any case covered by this Paragraph 29.03:
- c) The Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in the Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - i) The Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - ii) With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be made on such unit price basis;
 - iii) The Contractor gave all notices as required under this Paragraph 29.03, or under Paragraphs 23.03 or 11.08-2, the foregoing notwithstanding any adjustments in any such equitable adjustment that may be warranted due to other failings of the Contractor to comply with any of the provisions of the Contract Documents with respect to the subject situation.

ARTICLE 30 - HAZARDOUS ENVIRONMENTAL CONDITIONS

30.01 *Reports and Drawings:* If the Engineer utilized any reports or drawings relating to a Hazardous Environmental Condition identified at the Project Site in the preparation of the Contract Documents, then the same shall be identified within the Supplemental Contract Provisions.

30.02 *Limited Reliance by Contractor on Technical Data Authorized:* The “technical data” from such reports or drawings which the Engineer utilized in the preparation of the Contract Documents, if any, will be identified in the Supplemental Contract Provisions. The Contractor may rely upon the general accuracy of such identified “technical data”, but such reports and drawings are not Contract Documents. Except for such reliance on such identified “technical data,” the Contractor may not rely upon or make any claim against the Owner or the Engineer with respect to:

1. The completeness of such reports and drawings for the Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
2. Other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. Any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information.

30.03 *Contractor’s Responsibilities for Hazardous Environmental Conditions:* The Contractor shall be responsible for a Hazardous Environmental Condition created with any materials or substances brought to the Project Site by the Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible. The Contractor shall not be responsible for removing or remediating any other Hazardous Environmental Condition encountered uncovered or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Contract Work.

30.04 *Encountering a Hazardous Environmental Condition:* If the Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Contract Work, or if the Contractor or anyone for whom the Contractor is responsible creates a Hazardous Environmental Condition, the Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) suspend all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 19.06); and (iii) notify the Owner and the Engineer by whatever means may be available and effective (and promptly thereafter confirm such notice in writing). The Owner shall promptly consult with the Engineer concerning the necessity for the Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Where the Contractor has so suspended Contract Work, then the provisions of Paragraph 11.08-2 shall govern the possible relocation of affected labor or equipment to undertake Contract Work elsewhere on the Project Site, (however such Paragraph 11.08-2 shall not govern regarding resumption of the suspended Work, which is addressed in 30.05 below).

30.05 *Resumption of Suspended Work:* The Contractor shall not resume Contract Work in connection with such condition or in any affected area until after the Owner has obtained any required permits related thereto and delivered to the Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely.

30.06 *Removal from Project:* If after receipt of such written notice the Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, or if it is otherwise determined by the Owner to be in the interests of the Project or of the Owner, then the Owner may order the portion of the Contract Work that is in the area affected by such condition, and any additional Contract Work for which it is reasonable in the interests of the Project or of the Owner as may be associated with the subject portion of the Contract Work, to be deleted from the Contract Work. The Owner may have such deleted portion(s) of the Work performed by Owner's own forces or others at any time in accordance with Article 32.

30.07 *Contract Changes:* If the Parties cannot agree as to the entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or other change in the Contract Documents, as related to any matter covered by this Article 30, and therefor are not able to issue a bilateral Change Order with respect thereto, then (i) the Engineer shall prepare and the Owner shall execute a unilateral Change Order in accordance with the provisions of Article 23 with respect to the same (if warranted), and subsequent treatment as related to such Change Order shall be as set forth in Articles 23, 24, 25, and 28.

30.08 *Indemnifications With Respect to Hazardous Environmental Conditions:*

1. To the fullest extent permitted by Laws and Regulations, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, and the Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Contract Work, and (ii) was not created or exacerbated, to the extent exacerbated, by the Contractor or by anyone for whom the Contractor is responsible. Nothing in this Paragraph 30.08-1 shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

2. To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner and the Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created or exacerbated, to the extent exacerbated, by the Contractor or by anyone for whom the Contractor is responsible. Nothing in this Paragraph 30.08-2 shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

30.09 *Provisions Not Applicable:* The Provisions of Article 29 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Project Site.

ARTICLE 31 - TESTS; INSPECTIONS; DEFECTIVE WORK

31.01 *Access to Work:* The Owner, the Engineer, their consultants and other representatives and personnel of the Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Project Site and the Contract Work at reasonable times for their

observation, inspecting, and testing. The Contractor shall provide them proper and safe conditions for such access and advise them of the Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

31.02 Tests and Inspections:

1. The Contractor shall give the Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
2. The Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 31.03.
3. If Laws or Regulations of any public body having jurisdiction require any Contract Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, the Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish the Engineer the required certificates of inspection or approval.
4. If the Contract Documents require the Work (or part thereof) to be approved by the Owner, the Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
5. The Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required:
 - a) By the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to the Owner;
 - b) To attain the Owner's or the Engineer's acceptance of materials or equipment to be incorporated into the Work;
 - c) By manufacturers of equipment furnished under the Contract Documents;
 - d) For testing, adjusting, and balancing of equipment to be incorporated in the Work; and,
 - e) For acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

6. Uncovering Work to accommodate inspections, tests, or approvals as provided in Paragraph 31.02-5 shall be at the Contractor's expense unless the Contractor has given the Engineer timely notice of the Contractor's intention to cover the same and the Engineer has not acted with reasonable promptness in response to such notice
7. If any Contract Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of the Engineer, the Contractor shall, if requested by the Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless

the Contractor had given the Engineer timely notice of the Contractor's intention to cover the same and the Engineer had not acted with reasonable promptness in response to such notice.

31.03 *Uncovering Work:*

1. The Engineer has the authority to require special inspection or testing of any Contract Work, whether or not such Work is fabricated, installed, or completed.
2. If any Contract Work is covered contrary to the written request of the Engineer, it must, if requested by the Engineer, be uncovered for the Engineer's observation and the covering replaced at the Contractor's expense.
3. If the Engineer considers it necessary or advisable that covered Contract Work be observed by the Engineer or inspected or tested by others, the Contractor, at the Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
 - a) If it is found that the uncovered Work is defective, the Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and the Owner shall be entitled to an appropriate decrease in the Contract Price; and the Owner may request a Change Order for such decrease per Paragraph 23.04.
 - b) If, the uncovered Work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction; and the Contractor may request a Change Order for the same per Paragraph 23.04-2.

31.04 *Defective Work:*

1. *Contractor's Obligation* - It is the Contractor's obligation to assure that the Contract Work is not defective.
2. *Engineer's Authority* – The Engineer has the authority to determine whether Contract Work is defective and to reject defective Work.
3. *Notice of Defects* – Timely notice of all defective Contract Work of which the Owner or the Engineer has actual knowledge will be given to the Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Paragraph 31.04.
4. *Correction or Removal and Replacement* - Promptly after receipt of notice thereof, the Contractor shall correct all defective Contract Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by the Engineer, remove it from the Project, and replace it with Work that is not defective. The Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others). When correcting defective Contract Work the Contractor shall take no action that would void or otherwise impair the Owner's special warranty and guarantee, if any, on said Contract Work.

5. *Costs and Damages* – In addition to its correction, removal, and replacement obligations with respect to defective Work, the Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines or penalties levied against the Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work or existing improvements of others resulting from defective Work. The Owner, may impose a reasonable set-off per Paragraph 26.08 against payments due to the Contractor at any time subsequent to the Owner incurring any such expenses as a result of defective Work prior to final payment, and, at final payment, if the Owner and the Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work not yet accounted for, then the Owner may impose a reasonable set-off per Paragraph 26.13-5 against the final payment to the Contractor to insure against anticipated future expenses as a result thereof.

31.05 *Acceptance of Defective Work:* If, instead of requiring correction or removal and replacement of defective Contract Work, the Owner prefers to accept it, the Owner may, at the Owner's sole discretion, do so. The Contractor shall pay all costs, losses, and damages (including all fees and charges of engineers, architects, attorneys, and other professionals) attributable to the Owner's evaluation of and determination to accept such defective Work (such costs to be approved by the Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by the Contractor. Such costs, losses and damages shall be subject to the provisions of Paragraph 31.04-5 above regarding the imposition of set-offs by the Owner.

31.06 *Owner May Stop the Work:* If the Contract Work is defective, or the Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Contract Work in such a way that the completed Work will conform to the Contract Documents, the Owner may order the Contractor to stop the Contract Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Contract Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of, any of them.

31.07 *Owner May Correct Defective Work:*

1. If the Contractor fails within a reasonable time after written notice from the Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer or the Owner, or if the Contractor fails to perform the Work in accordance with the Contract Documents, or if the Contractor fails to comply with any other provision of the Contract Documents, the Owner may, after seven days written notice to the Contractor, correct or remedy any such deficiency.

2. In exercising the rights and remedies under this Paragraph 31.07, the Owner shall proceed expeditiously. In connection with such corrective or remedial action, the Owner may exclude the Contractor from all or part of the Project Site, take possession of all or part of the Contract Work and suspend the Contractor's services related thereto, and incorporate in the Contract Work all materials and equipment stored at the Project Site or for which the Owner has paid the Contractor but which are stored elsewhere. The Contractor shall allow the Owner, the Owner's representatives, agents and employees, the Owner's other contractors, and the Engineer and the Engineer's consultant's access to the Project Site to enable the Owner to exercise the rights and remedies under this Paragraph 31.07.

3. All claims, costs, losses, and damages (including all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by the Owner in exercising the rights and remedies under this Paragraph 31.07 will be charged against the Contractor, and a Change Order will be issued incorporating the necessary

revisions in the Contract Documents with respect to the Contract Work; and the Owner shall be entitled to an appropriate decrease in the Contract Price. If the Parties are unable to agree as to the amount of the adjustment, the Owner may issue a unilateral Change Order to cover the same, or, post-final payment, may directly avail the Dispute Resolution Process as set forth in Article 28 in order to be made whole in respect thereto. Such claims, costs, losses and damages will include all costs of repair, or replacement of work or existing improvements of others destroyed or damaged by correction, removal, or replacement of the Contractor's defective Work.

4. The Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 31.07.

ARTICLE 32 - OTHER WORK AT THE PROJECT SITE

32.01 *Other Work:*

1. In addition to and apart from the Contract Work, the Owner, utility companies, or, in the case of a public road, contractors or others working on behalf of private entities, including adjacent property owners, residents, or tenants may perform other work at or adjacent to the Project Site. Any such other work on behalf of the Owner may be performed by Owner's employees, through contracts between the Owner and third parties, or by a utility company as requested by the Owner (though utility companies may also perform work at or adjacent to the Project Site at their own behest).

2. If the Owner performs other work at or adjacent to the Project Site with the Owner's employees, or through contracts for such other work, then the Owner shall give the Contractor written notice thereof prior to starting any such other work. If the Owner has advance information regarding the start or continuation of any utility or private work at or adjacent to the Project Site, Owner shall provide such information to Contractor.

3. The Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, or the Owner, if the Owner is performing other work with Owner's employees, proper and safe access to the Project Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. The Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that the Contractor may cut or alter others' work with the written consent of the Engineer and the others whose work will be affected.

4. If the execution or results of any part of the Contractor's Work depends upon work performed by others under this Article 32, the Contractor shall inspect such other work and promptly report to the Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of the Contractor's Work. The Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with the Contractor's Work except for latent defects and deficiencies in such other work.

32.02 *Coordination:*

1. If the Owner intends to contract with others for the performance of other work at or adjacent to the Project Site, to perform other work at or adjacent to the Project Site with the Owner's employees, or

to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplemental Contract Provisions or provided to Contractor prior to the start of any such other work:

- a) The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
- b) An itemization of the specific matters to be covered by such authority and responsibility; and,
- c) The extent of such authority and responsibilities.

2. Unless otherwise provided in the Supplemental Contract Provisions or in writing from the Owner to the Contractor, the Owner shall have sole authority and responsibility for such coordination.

32.03 *Legal Relationships:*

1. If, in the course of performing other work at or adjacent to the Project Site for the Owner, the Owner's employees, any other contractor working for the Owner, or any utility owner causes damage to the Contract Work or to the property of the Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Contract Work, through actions or inaction, then the Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. The Contractor must submit any Change Order proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to the Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on the Contractor assigning to the Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. The Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to the Contractor's ability to complete the Contract Work within the Contract Times.

2. The Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of the Owner, any other contractor, or any utility owner performing other work at or adjacent to the Project Site. If the Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then the Owner may impose a set-off against payments due to the Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against the Contractor with respect to the breach of the obligations set forth in this paragraph.

3. When the Owner is performing other work at or adjacent to the Project Site with the Owner's employees, the Contractor shall be liable to the Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by the Owner as a result of the Contractor's failure to take reasonable and customary measures with respect to the Owner's other work. In response to such damage, delay, disruption, or interference, the Owner may impose a set-off against payments due to the Contractor.

4. If the Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Project Site, through the Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of the Contractor's actions, inactions, or negligence in performance of the Contract Work at or adjacent to the Project Site is made by any such other contractor or utility owner against the Contractor, the Owner, or the Engineer, then the Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim

by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless the Owner and the Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 33 - MISCELLANEOUS

33.01 ***Giving Notice:*** Wherever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. Delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or,
2. Delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

33.02 ***Cumulative Remedies:*** The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto 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. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

33.03 ***Computation of Times:*** 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.

33.04 ***Freedom of Information:*** All materials associated with a public bid or this Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding regulations, rules, and interpretations. The Owner will afford due regard to a written request from the Contractor for the protection of the Contractor's [substantiated] proprietary or confidential information specifically identified therein. However, the Owner has the unencumbered right to comply with all such applicable requirements, especially as may apply to access to, disbursement of, and use of documents or other information produced or distributed under this Agreement. Where the Contractor indicates that certain documentation is submitted in confidence in accordance with the provisions of Paragraph 33.05, below, the Owner will first review the Contractor's claim for consistency with the FOIA; and, if determined to be consistent, will endeavor to keep such information confidential to the extent permitted by law. See, e.g., CGS §1-210(b)(5)(A-B). The Owner, 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 Owner 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 Owner 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 Owner have any liability for the disclosure of any documents or information in its possession which the Owner believes are required to be disclosed pursuant to the FOIA or other law. 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.

33.05 *Confidential Information of the Contractor:* Requests for the protection of confidential or proprietary information of the Contractor shall be made in writing in to the Engineer or the Owner as may be applicable. 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, which identification should include clearly marking the subject content as “CONFIDENTIAL”. 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.

33.06 *Survival of Obligations:* All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Contract Work or termination or completion of the Contract or termination of the services of the Contractor.

33.07 *Controlling Law:* The Contract shall be governed by, and construed in accordance with, the Laws of the State of Connecticut.

33.08 *Headings:* Section, article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

TOWN OF SIMSBURY, CONNECTICUT

**SECTION 4:
SUPPLEMENTAL CONTRACT PROVISIONS
FOR
BLOOMFIELD-TARIFFVILLE
MULTI-USE TRAIL CONNECTOR PROJECT
SIMSBURY / BLOOMFIELD, CONNECTICUT**

**Town Bid # 22-01
STATE PROJECT NO. L128-0001**

Issued: May 2022

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SUPPLEMENTAL CONTRACT PROVISIONS

BLOOMFIELD-TARIFFVILLE
MULTI-USE TRAIL CONNECTOR PROJECT
SIMSBURY / BLOOMFIELD, CONNECTICUT

Town Bid # 22-01
STATE PROJECT NO. L128-0001
Simsbury, Connecticut

The following provisions amend or supplement the General Conditions or other standard Contract Documents for the Town of Simsbury project entitled "BLOOMFIELD-TARIFFVILLE MULTI-USE TRAIL CONNECTOR", Town Bid # 22-01.

1. **Town Bid Number:** The Project has been assigned Town Bid # 22-01; all formal correspondence with respect to the Bid or the Contract should reference said Bid #22-01.
2. **Reference Standards and Specifications:** The following listed publications, as may be amended, are identified reference standards and specifications per Article 7 of the General Conditions:
 - 2.1. Divisions II (Construction Details) and III (Materials Section) of Form 818 and supplementals dated July 2021 as defined in Paragraph 1.01-28 of the General Conditions. An electronic version of this reference document may be obtained from the CTDOT website at: <http://www.ct.gov/dot/cwp/view.asp?a=3609&q=430362>.
 - 2.2. The 2002 Connecticut Guidelines for Soil Erosion and Sediment Control (DEP Bulletin 34) (also may be referred to as the "CT E&S Guidelines") as published by the Connecticut Department of Energy and Environmental Protection.
 - 2.3. The Manual on Uniform Traffic Control Devices (MUTCD), as published by the Federal Highway Administration.
 - 2.4. The State of Connecticut Department of Transportation, Sign Catalog, dated July 3, 2019.
 - 2.5. American Association of State Highway and Transportation Officials (AASHTO) Guide for the Development of Bicycle Facilities, 2012. Fourth Edition
3. **Base Technical Specifications:** Divisions II (Construction Details) and III (Materials Section) of Form 818 and supplementals dated July 201, and as referenced in Paragraph 2.1 above, serve as the base technical specifications for the Project; and the same are included in the Contract Documents by reference. Provisions of these Divisions of Form 818 may be modified, extended, or superseded by provisions of the Technical Special Provisions (a.k.a. the "Project Technical Specifications"), issued Change Orders, or other such project-specific provisions. Attention is directed to Article 8 of the

General Conditions regarding discrepancies in the Contract Documents and the resolution of conflicts therein. Form 818 may also be referred to as the "Standard Specifications" within the Technical Special Provisions; and any reference to the "Standard Specifications: within the Technical Special Provisions shall mean Form 818.

4. **Executive Orders:** The Following Executive Orders of the Governor of the State of Connecticut are made a part of the Contract Documents by reference. Copies of the subject orders are included in the "Non-Town Agency Required Provisions and Forms" section of the Project Manual for convenience only; in case of any discrepancies the actual Executive Orders as issued shall be applicable.
 - 4.1. Governor Thomas Meskill Executive Order No. 3 (1971)
 - 4.2. Governor Thomas Meskill Executive Order No. 17 (1973)
 - 4.3. Governor John Rowland Executive Order No. 16 (1999)
 - 4.4. Governor M. Jodi Rell Executive Order No. 14 (2006)
5. **Contractor Insurance Requirements:** The Contractor shall be required to furnish a Certificate of Insurance evidencing the following insurance coverage prior to the execution of the Agreement. Failure to maintain insurance coverage as required and to name the Town of Simsbury, Town of Bloomfield and the State of Connecticut as an Additional Insureds will be grounds for termination of the Contract.
 - 5.1. Comprehensive General Liability, including Contractual Liability, Products/Completed Operations Insurance, as applicable, with limits not less than \$2,000,000 for all damages because of bodily injury sustained by each person as the result of any occurrence and \$4,000,000 bodily injury aggregate per policy year and limits of \$2,000,000 for all property damage sustained by each person as a result of any one occurrence and \$4,000,000 property damage aggregate per policy year or a combined single limit of \$2,000,000. All, if any, deductibles are the sole responsibility of the Contractor to pay and/or indemnify.
 - 5.2. Automobile Liability Insurance, including non-owned and hired vehicles, in the same limits as indicated in Section 5.1, above.
 - 5.3. Workers' Compensation Insurance at the Connecticut statutory limit including Employers' Liability with limits of \$100,000 each accident, \$500,000 for each disease/policy limit, and \$100,000 for disease for each employee.
 - 5.4. Excess Liability Umbrella Form over sections 5.1, 5.2, and 5.3-Employers' Liability with limits up to \$2,000,000.
 - 5.5. In addition:
 - 5.5.1. The insurance requirements shall apply to all subcontractors and/or subconsultants.
 - 5.5.2. All policy forms shall be on the occurrence form. Exceptions must be authorized by the Town's Risk Manager.
 - 5.5.3. Acceptable evidence of coverage will be on the ACORD form or a form with the same format.

- 5.5.4. All renewal certificates shall be furnished at least 10 days prior to policy expiration.
- 5.5.5. Each certificate shall contain a 30-day notice of cancellation.
- 5.5.6. Insurance shall be issued by an insurance company licensed to conduct business in the State of Connecticut unless approved in advance by the Town's Risk Manager.
- 6. **Form of Bonds:** The performance and payment bonds as required by the provisions of Paragraph 20.01 of the General Conditions shall be in the form of AIA Document A312™ - 2010 as published by the American Institute of Architects, with the following modifications and stipulations:
 - 6.1. On the payment bond: The following modification shall be added under Section 18: "This Bond is being furnished to the Owner to comply with the requirements of Section 49-41 of the General Statutes of Connecticut.
- 7. **Sales Tax Exemption Certificate:** As a convenience for the Contractor, the CT DRS "Contractor's Exempt Purchase Certificate" form is included in the "Non-Town Agency Required Provisions and Forms". The Contractor's attention is directed to Paragraph 11.15 of the General Conditions regarding sales and use tax.
- 8. **Prevailing Wages:** In accordance with CGS Sec. 31-53:
 - 8.1. 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 said Section 31-53, 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.
 - 8.2. The Contractor shall submit to the Town on a monthly basis, by a method acceptable to the Town, on or before a day of the month agreed to by the Parties, and completed on the appropriate form promulgated by the CT Department of Labor, a certified payroll in accordance with the provisions of CGS Sec. 31-53(f)(2).
 - 8.3. The minimum rates and classifications (i.e. prevailing wages) for the Project, as issued by the CT Department of Labor on April 20, 2022 under ID#s 22-33975 and 22-33976, are included in the "Non-Town Agency Required Provisions and Forms" section of the Project Manual.
 - 8.4. Various other notices, brochures, forms (including the certified payroll form referred to in Paragraph 7.2 above), and other information promulgated by the CT Department of Labor with respect to prevailing wage requirements are also included in the "Non-Town Agency Required Provisions and Forms" section of the Project Manual for convenience only. Notwithstanding such inclusion in the Project Manual, the Contractor remains solely responsible for all necessary compliance with applicable requirements of Laws and Regulations.

9. ***Contract Equal Opportunity, Non-Discrimination, and Set-Aside Requirements:***

- 9.1. The Contractor's attention is directed to the "Non-Discrimination and Affirmative Action" subsection of the "Non-Town Agency Required Provisions and Forms" section of the Project Manual; all provisions of the same shall be complied with by the Contractor in association with the Contract.
- 9.2. CGS Sec. 4a-60g requires a minimum of twenty-five percent (25%) of the state-funded portion of the contract be set aside for award to subcontractors holding current small business certification from the Connecticut Department of Administrative Services; and further that twenty-five percent (25%) of the (25%) small business set aside amount be set aside for award to minority and women small contractors certified as minority business enterprises by said Department of Administrative Services. The anticipated amount of state funding for this project is \$1,517,400. The Contractor is responsible to be familiar with and comply with all applicable provisions of said CGS Sec. 40-60g and State agency requirements as the same may apply to the Contract. Further, the Contractor is responsible to insure, enforce, and appropriately document to the Owner compliance with the requirements of Provisions 9.3, 9.4, and 9.5 hereof.
- 9.3. The Contractor shall perform with its own organization Contract work with a value under the Contract of at least fifty percent (50%) of the original total Contract value. The Contractor shall submit a list of subcontractors within five (5) days of being notified of being the apparent low bidder.
- 9.4. Any entity awarded a contract/agreement to perform work or services to attain compliance with the requirements of Provisions 9.1 through 9.5, inclusive, hereof shall not subcontract with any other entity with whom the Contractor is affiliated.
- 9.5. No entity that is affiliated with another entity shall be eligible for contract/agreement to perform work or services to attain compliance with the requirements of Provisions 9.1 through 9.5, inclusive, hereof if both affiliated entities considered together would not qualify as eligible for award under the subject set-aside requirement.
- 9.6. The Contractor shall provide to the Owner copies of all materials submitted to the CT CHRO in association with the requirements of Provisions 9.1 through 9.5, inclusive, hereof.
10. ***Indemnification Extension:*** The Contractor shall defend, indemnify, and hold harmless the State of Connecticut in the same manner and to the same degree as the Owner; and all provisions of Paragraphs 20.01 and 33.04 of the General Conditions shall be applicable to the State of Connecticut in the same manner and to the same degree as to the Owner.
11. ***Town Representative:*** The Town Representative on behalf of the Town shall be Mr. Thomas J. Roy, PE, Director/Town Engineer.
12. ***Engineer and Project Manager:*** The Engineer for the Project shall be VHB, with its main office in Wetherfield, CT. The Project Manager shall be Bill Anderson, PE, Senior Project Engineer.
13. ***Progress Meetings:*** Construction progress meetings are anticipated to be conducted by the Engineer on a bi-weekly basis following the preconstruction conference. The regularly scheduled dates and

times for such progress meetings will be set at the preconstruction conference. Attendance by appropriate representatives of the Contractor, the Owner, and the Engineer is required at any progress meeting; attendance by others shall be as invited, requested, appropriate, or allowed.

14. **Additional Site Information:** The Project Site is located in part along a State of Connecticut right of way and an Eversource utility easement. The Contractor should obtain and comply with any conditions of an Encroachment Permit for the work issue by the State Department of Transportation. Any other measures that the Contractor may desire to undertake to secure the Project Site remain at the responsibility, and expense, of the Contractor. The Contractor is responsible to secure the necessary staging area for construction.
15. **Winter Shutdown:** The accrual of Contract Time will be suspended between December 15 and March 15. If circumstances are such that the Contractor is unable to work due to a significant winter weather event or events outside of such winter shutdown period, then appropriate adjustment in the Contract Time will be considered, if appropriately requested by the Contractor.
16. **Obtained Permits:** The following permits have been obtained by the Owner prior to issuance of the Notice to Proceed (or as otherwise noted); electronic copies of the obtained permits shall be provided to the Contractor, and will be provided to any prospective bidder upon request.
 - 16.1. Town Simsbury: Inland Wetlands
 - 16.2. Town of Bloomfield: Inland Wetlands and Watercourses
 - 16.3. CTDOT:

Encroachment Permit for work along Route 189 and Route 315 has been given preliminary approval by CTDOT District 4. The Contractor will be required to apply for the permit with District 4. The Contractor shall submit the following when applying for the permit.

 - A completed encroachment permit application (State form PMT-1 Rev 10/13).
 - A bond (State form CLA-5 Rev. 8/00) in the contractor's name in an amount to be determined upon receipt of a cost analysis of all proposed work within the State Right of Way.
 - A Certificate of Insurance requiring Bodily Injury Liability and Property Liability of \$1,000,000.00 each Accident or Occurrence and Aggregate of \$2,000,000.000.
 - A check or money order in the amount of \$100.00 made payable to the "Treasurer, State of Connecticut."
 - 2 sets of stamped approved plan.

TOWN OF SIMSBURY, CONNECTICUT

**NON-TOWN AGENCY
REQUIRED INFORMATION AND FORMS
FOR
BLOOMFIELD-TARIFFVILLE
MULTI-USE TRAIL CONNECTOR PROJECT
SIMSBURY / BLOOMFIELD, CONNECTICUT**

**Town Bid # 22-01
STATE PROJECT NO. L128-0001**

Project Manual - Volume 1

Issued: May 2022

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**Executive Orders Applicable
to
Town of Simsbury
Construction Projects**

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**STATE OF CONNECTICUT
BY HER EXCELLENCY
M. JODI RELL
GOVERNOR**

EXECUTIVE ORDER NO. 14

WHEREAS, cleaning and sanitizing products are necessary for creating and maintaining clean, healthy and sanitary conditions in State facilities and workplaces;

WHEREAS, exposure to harmful chemicals contained in cleaning and sanitizing products may result in potential impacts to human health;

WHEREAS, harmful chemicals, byproducts and waste contained in certain cleaning and sanitizing products may can be released into the environment during the routine cleaning and sanitization of State facilities normal use;

WHEREAS, choosing less harmful cleaning and sanitizing products for use in State facilities and workplaces and taking steps to reduce exposure by by office and custodial workers, will minimize potential impacts on human health, will improve environmental quality and will reduce pollution;

WHEREAS, the procurement and the proper use and application of cleaning and sanitizing products that perform well and that have positive environmental attributes such as biodegradability, low toxicity, low volatile organic compound content, reduced packaging, and low life cycle energy use will reduce the environmental impacts of routine cleaning and sanitizing activities while also ensuring clean and sanitary State facilities; and

NOW, THEREFORE, I, M. Jodi Rell, Governor of the State of Connecticut, by virtue of the authority vested in me by the Constitution and Statutes of the State, do hereby ORDER and DIRECT:

All state agencies in the executive branch shall procure and use, whenever practicable, cleaning and/or sanitizing products having properties that minimize potential impacts to human health and the environment, consistent with maintaining clean and sanitary State facilities.

All state agencies in the executive branch and all higher education agencies and institutions, shall, when procuring or contracting for cleaning and/or sanitizing services provide in such contracts or procurement agreements, require contractors of the State or persons or entities providing cleaning and/or sanitizing services to the State use cleaning and/or sanitizing products having properties that minimize potential impacts to human health and the environment, consistent with maintaining clean and sanitary facilities.

All state agencies in the executive branch shall include in new contracts for the procurement of cleaning products or cleaning services, an appropriate requirement consistent with this Executive Order and the standards and guidelines established by the Department of Administrative Services under Paragraph 3 of this Executive Order.

The Department of Administrative Services, in consultation with the Department of Public Health, the Department of Public Works and the Department of Environmental Protection, shall not later than January 1, 2007, establish and publish written standards and guidelines to provide direction to all state agencies in the executive branch in connection with the implementation of this Executive Order.

The Department of Administrative Services shall provide the Office of the Governor with a report assessing the effectiveness of this Executive Order within one year of the effective date of this Executive Order.

Municipal governments, political subdivisions and school districts that are not expressly subject to the requirements of this Order are encouraged to review their purchasing and use of cleaning products and/or sanitizing products and are hereby urged to comply with the provisions of this Executive Order where deemed appropriate.

Municipal governments, political subdivisions and school districts that are not expressly subject to the requirements of this Executive Order are hereby requested and encouraged to review their procurement and use of cleaning and/or sanitizing products and are urged to comply with the provisions of this Executive Order. Such entities may to the extent they deem appropriate, in order to minimize potential impacts to human health and the environment, and consistent with maintaining clean and sanitary facilities seek guidance and assistance consistent with the provisions of Paragraph 3 of this Executive Order from the Departments of Administrative Services, Public Works, Public Health and Environmental Protection.

All state agencies in the executive branch covered by this Executive Order shall, wherever feasible, in a manner that is financially feasible, commercially reasonable and practicable, immediately transition to environmentally and health-friendly cleaning and/or sanitizing products. Such transition shall be accomplished as soon as possible and in a manner that avoids the waste of existing inventories, accommodates establishment of supply chains for new products, enables the training of personnel in appropriate work practices, and allows the phase-out of products and practices inconsistent with this Executive Order.

This Order shall take effect immediately.

Dated at Hartford this 17th day of April, 2006

M. JODI RELL

Governor

By Her Excellency's Command:

Susan Bysiewicz

Secretary of the State

State of Connecticut

By His Excellency

John G. Rowland

Governor

Executive Order No. Sixteen

WHEREAS, the State of Connecticut recognizes that workplace violence is a growing problem that must be addressed; and

WHEREAS, the State is committed to providing its employees a reasonably safe and healthy working environment, free from intimidation, harassment, threats, and /or violent acts; and

WHEREAS, violence or the threat of violence by or against any employee of the State of Connecticut or member of the public in the workplace is unacceptable and will subject the perpetrator to serious disciplinary action up to and including discharge and criminal penalties.

NOW, THEREFORE, I, John G. Rowland, Governor of the State of Connecticut, acting by virtue of the authority vested in me by the Constitution and by the statutes of this state, do hereby ORDER and DIRECT:

1. That all state agency personnel, contractors, subcontractors, and vendors comply with the following **Violence in the Workplace Prevention Policy**:

The State of Connecticut adopts a statewide zero tolerance policy for workplace violence.

Therefore, except as may be required as a condition of employment:

- No employee shall bring into any state worksite any weapon or dangerous instrument as defined herein.
- No employee shall use, attempt to use, or threaten to use any such weapon or dangerous instrument in a state worksite.
- No employee shall cause or threaten to cause death or physical injury to any individual in a state worksite.

Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

Violation of the above reasonable work rules shall subject the employee to disciplinary action up to and including discharge.

2. That each agency must prominently post this policy and that all managers and supervisors must clearly communicate this policy to all state employees
3. That all managers and supervisors are expected to enforce this policy fairly and uniformly.
4. That any employee who feels subjected to or witnesses violent, threatening, harassing, or intimidating behavior in the workplace immediately report the incident or statement to their supervisor, manager, or human resources office.
5. That any employee who believes that there is a serious threat to their safety or the safety of others that requires immediate attention notify proper law enforcement authorities and his or her manager or supervisor
6. That any manager or supervisor receiving such a report shall immediately contact their human resources office to evaluate, investigate and take appropriate action.
7. That all parties must cooperate fully when questioned regarding violations of this policy.
8. That all parties be advised that any weapon or dangerous instrument at the worksite will be confiscated and that there is no reasonable expectation of privacy with respect to such items in the workplace.
9. That this order applies to all state employees in the executive branch.
10. That each agency will monitor the effective implementation of this policy.
11. That this order shall take effect immediately.

Dated in Hartford, Connecticut, this fourth day of August, 1999.

Filed this 4th day of August, 1999.

SUSAN BYSIEWICZ, Secretary of the State

State Of Connecticut

By His Excellency

Thomas J. Meskill

Governor

Executive Order No. Seventeen

WHEREAS, Section 31-237 of the General Statutes of Connecticut as amended requires the maintaining of the established free services of the Connecticut State Employment Service to both employers and prospective employees and

WHEREAS, Section 31-5 of the General Statutes of Connecticut requires that no compensation or fee shall be charged or received directly or indirectly for the services of the Connecticut State Employment Service and

WHEREAS, large numbers of our citizens who have served in the Armed Forces of our nation are returning to civilian life in our state and seeking employment in civilian occupations and

WHEREAS, we owe a duty as well as gratitude to these returning veterans including the duty to find suitable employment for them and

WHEREAS, many of our handicapped citizens are fully capable of employment and are entitled to be placed in suitable employment and

WHEREAS, many of the citizens of our state who are unemployed are unaware of the job openings and employment opportunities which do in fact exist in our state and

WHEREAS, notwithstanding the free services of the Connecticut State Employment Service, many of our Connecticut employers do not use its free services or do not avail themselves fully of all the services offered,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under the fourth article of the Constitution of the State and in accordance with Section 3-1 of the General Statutes, do hereby ORDER and direct, as follows, by this Executive Order:

- I. The Labor Commissioner shall be responsible for the administration of this Order and shall do all acts necessary and appropriate to achieve its purpose. Upon promulgation of this Order, the Commissioner of Finance and Control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the Labor Commissioner for violation of or noncompliance with this Order, notwithstanding that the Labor Commissioner is not a party to such contract or subcontract.
- II. Every contractor and subcontractor having a contract with the state or any of its agencies, boards, commissions, or departments, every individual partnership, corporation, or business entity having business with the state or who or which seeks to do business with the state, and every bidder or

- prospective bidder who submits a bid or replies to an invitation to bid on any state contract shall list all employment openings with the office of the Connecticut State Employment Service in the area where the work is to be performed or where the services are to be rendered.
- III. All state contracts shall contain a clause which shall be a condition of the contract that the contractor and any subcontractor holding a contract directly under the contractor shall list all employment openings with the Connecticut State Employment Service. The Labor Commissioner may allow exceptions to listings of employment openings which the contractor proposes to fill from within its organization from employees on the rolls of the contractor on the date of publication of the invitation to bid or the date on which the public announcement was published or promulgated advising of the program concerned.
- IV. Each contracting agency of the state shall be primarily responsible for obtaining compliance with this Executive Order. Each contracting agency shall appoint or designate from among its personnel one or more persons who shall be responsible for compliance with the objectives of this Order.
- V. The Labor Commissioner shall be and is hereby empowered to inspect the books, records, payroll and personnel data of each individual or business entity subject to this Executive Order and may hold hearings or conferences, formal or informal, in pursuance of the duties and responsibilities hereunto delegated to the Labor Commissioner.
- VI. The Labor Commissioner or any agency officer or employee in the executive branch designated by regulation of the Labor Commissioner may hold such hearings, public or private, as the Labor Commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.
- VII. (a) The Labor Commissioner may hold or cause to be held hearings, prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. In accordance herewith, the Commissioner or the appropriate contracting agency may suspend, cancel, terminate, or cause to be suspended, cancelled, or terminated in accordance with law any contract or portion or portions thereof for failure of the contractor or subcontractor to comply with the listing provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.
- (b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the Labor Commissioner, shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall report the results to the Labor Commissioner promptly.
- VIII. If the Labor Commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order.

This Order shall become effective sixty days after the date of this Order.

Dated at Hartford, Connecticut, this 15th day of February 1973.

Thomas J. Meskill
Governor

Filed this 15th day of February 1973.

Harry Hammer
Secretary Of The State (Deputy)

STATE OF CONNECTICUT

BY HIS EXCELLENCY

THOMAS J. MESKILL

GOVERNOR

EXECUTIVE ORDER NO. THREE

WHEREAS, sections 4-61d(b) and 4-114a of the 1969 supplement to the general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services, and

WHEREAS, section 4-61e(c) of the 1969 supplement to the general statutes requires the labor department to encourage and enforce compliance with this policy by both employers and labor unions, and to promote equal employment opportunities, and

WHEREAS, the government of this state recognizes the duty and desirability of its leadership in providing equal employment opportunity, by implementing these laws,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under section twelve of article fourth of the constitution of the state, as supplemented by section 3-1 of the general statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I

The labor commissioner shall be responsible for the administration of this Order and shall adopt such regulations as he deems necessary and appropriate to achieve the purposes of this Order. Upon the promulgation of this Order, the commissioner of finance and control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to such contract or subcontract.

II

Each contractor having a contract containing the provisions prescribed in section 4-114a of the 1969 supplement to the general statutes, shall file, and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner, as may be directed such reports shall be filed within such times and shall contain such information as to employment policies and statistics of the contractor and each subcontractor, and shall be in such form as the labor commissioner may prescribe. Bidders or prospective contractors or

subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order or any preceding similar Order, and in that event to submit on behalf of themselves and their proposed subcontractors compliance reports prior to or as an initial part of their bid or negotiation of a contract.

III

Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor organization or employment agency as defined in section 31-122 of the general statutes, the compliance report shall identify the said organization or agency and the contracting agency or the labor commissioner may require a compliance report to be filed with the contracting agency or the labor commissioner, as may be directed, by such organization or agency, signed by an authorized officer or agent of such organization or agency, with supporting information, to the effect that the signer's practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representation, and upgrading, do not discriminate on grounds of race, color, religious creed, age, sex or national origin, or ancestry of any individual, and that the signer will either affirmatively cooperate in the implementation of the policy and provisions of this Order, or that it consents and agrees that recruitment, employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order.

IV

The labor commissioner may by regulation exempt certain classes of contracts, subcontracts or purchase orders from the implementation of this Order, for standard commercial supplies or raw materials, for less than specified amounts of money or numbers of workers or for subcontractors below a specified tier. The labor commissioner may also provide by regulation for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the state contract, provided only that such exemption will not interfere with or impede the implementation of this Order, and provided further, that in the absence of such an exemption, all facilities shall be covered by the provisions of this Order.

V

Each contracting agency shall be primarily responsible for obtaining compliance with the regulations of the labor commissioner with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the regulations of the labor commissioner in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the regulations of the labor commissioner issued pursuant to this Order. They are directed to cooperate with the labor commissioner and to furnish the labor commissioner such information and assistance as he may require in the performance of his functions under this Order. They are further directed to appoint or designate from among the personnel of each agency, compliance officers, whose duty shall be to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.

VI

The labor commissioner may investigate the employment practices and procedures of any state contractor or subcontractor and the practices and policies of any labor organization or employment agency hereinabove described, relating to employment under the state contract, as concerns nondiscrimination by such organization or agency as hereinabove described, or the labor commissioner may initiate such investigation by the appropriate contract agency, to determine whether or not the contractual provisions hereinabove specified or statutes of the state respecting them have been violated. Such investigation shall be conducted in accordance with the procedures established by the labor commissioner and the investigating agency shall report to the labor commissioner any action taken or recommended.

VII

The labor commissioner shall receive and investigate or cause to be investigated complaints by employees or prospective employees of a state contractor or subcontractor or members or applicants for membership or apprenticeship or training in a labor organization or employment agency hereinabove described, which allege discrimination contrary to the contractual provisions specified hereinabove or state statutes requiring nondiscrimination in employment opportunity. If this investigation is conducted for the labor commissioner by a contracting agency, that agency shall report to the labor commissioner what action has been taken or is recommended with regard to such complaints

VIII

The labor commissioner shall use his best efforts, directly and through contracting agencies, other interested federal, state and local agencies, contractors and all other available instrumentalities, including the commission on human rights and opportunities, the executive committee on human rights and opportunities, and the apprenticeship council under its mandate to provide advice and counsel to the labor commissioner in providing equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers, in accordance with section 31-51(d) of the 1969 supplement to the general statutes, to cause any labor organization or any employment agency whose members are engaged in work under government contracts or referring workers or providing or supervising apprenticeship or training for or in the course of work under a state contract or subcontract to cooperate in the implementation of the purposes of this Order. The labor commissioner shall in appropriate cases notify the commission on human rights and opportunities or other appropriate state or federal agencies whenever it has reason to believe that the practices of any such organization or agency violate equal employment opportunity requirements of state or federal law.

IX

The labor commissioner or any agency officer or employee in the executive branch designated by regulation of the labor commissioner may hold such hearings, public or private, as the labor commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

(a) The labor commissioner may hold or cause to be held hearings, prior to imposing ordering or recommending the imposition of penalties and sanctions under this Order. No order for disbarment of any contractor from further state contracts shall be made without affording the contractor an opportunity for a hearing. In accordance with such regulations as the labor commissioner may adopt, the commissioner or the appropriate contracting agency may

(1) Publish or cause to be published the names of contractors or labor organizations or employment agencies as hereinabove described which it has concluded have complied or failed to comply with the provisions of this Order or the regulations of the labor commissioner in implementing this Order.

(2) Recommend to the commission on human rights and opportunities that in cases in which there is substantial or material violation or threat thereof of the contractual provision or related state statutes concerned herein, appropriate proceedings be brought to enforce them, including proceedings by the commission on its own motion under chapter 563 of the general statutes and the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly or seek to prevent directly or indirectly compliance with the provisions of this Order.

(3) Recommend that criminal proceedings be brought under chapter 939 of the general statutes.

(4) Cancel, terminate, suspend or cause to be cancelled, terminated, or suspended in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for fixture compliance approved by the contracting agency.

(5) Provide that any contracting agency shall refrain from entering into any further contracts or extensions or modifications of existing contracts with any contractor until he has satisfied the labor commissioner that he has established and will carry out personnel and employment policies compliant with this Order.

(6) Under regulations prescribed by the labor commissioner each contracting agency shall make reasonable efforts within a reasonable period of time to secure compliance with the contract provisions of this Order by methods of conference conciliation, mediation or persuasion, before other proceedings shall be instituted under this Order or before a state contract shall be cancelled or terminated in whole or in part for failure of the contractor or subcontractor to comply with the contract provisions of state statute and this Order.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the labor commissioner or pursuant to his regulations shall promptly

notify *him* of such action. Whenever the labor commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency and other interested federal, state and local agencies of the action recommended. The state and local agency or agencies shall take such action and shall report the results thereof to the labor commissioner within such time as he shall specify.

XI

If the labor commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order, or submits a program, for compliance acceptable to the labor commissioner, or if the labor commissioner so authorizes, to the contracting agency.

XII

Whenever a contracting agency cancels or terminates a contract, or a contractor has been disbarred from, further government contracts because of noncompliance with the contract provisions with regard to nondiscrimination, the labor commissioner or the contracting agency shall rescind such disbarment, upon the satisfaction of the labor commissioner that the contractor has purged himself of such noncompliance and will thenceforth carry out personnel and employment policies of nondiscrimination in compliance with the provision of this order.

XIII

The labor commissioner may delegate to any officer, agency or employee in the executive branch any function or duty of the labor commissioner under this Order except authority to promulgate regulations of a general nature.

XIV

This Executive Order supplements the Executive Order issued on September 28, 1967. All regulations, orders, instructions, designations and other directives issued heretofore in these premises, including those issued by the heads of various departments or agencies under or pursuant to prior order or statute, shall remain in full force and effect, unless and until revoked or superseded by appropriate authority, to the extent that they are not inconsistent with this Order.

This Order shall become effective thirty days after the date of this Order.

Dated at Hartford, Connecticut, this 16th day of June, 1971.

Thomas J. Meskill, GOVERNOR

Filed this ____ day of June, 1971.

Department _____ ☐ Approved ☐ Pending Investigation

(Compliance Officer)

Date: _____ ☐ Disapproved ☐ Investigation Requested

**STATE OF CONNECTICUT
EMPLOYER REPORT OF COMPLIANCE STAFFING**

This form should reflect the number of permanent employees on your payroll on date of submission.

Name of Contracting Firm	Type of Report
Address (No. And Street) (City) (State)	<input type="checkbox"/> Prime Contractor
	<input type="checkbox"/> Subcontractor

EMPLOYEE INFORMATION

Total Employed	White	Black	Spanish Surname	Other (Specify)
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Does your firm have a collective bargaining agreement or other contract or understanding with a labor organization or employment agency for the recruitment of labor?

If yes, list the name and address of the agency or organization.

YES

☐

Name	Address (No. And Street, City, State)
------	---------------------------------------

If no, indicate the usual methods of recruitment.

NO ☐ Connecticut State Employment Service

☐ ☐ Private Employment Agency

☐ Newspaper Advertisement

☐ Walk-In

☐ Other (specify)

The signer certifies that its practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representation and upgrading, do not discriminate on grounds of race, color, religious creed, age, sex, or national origin, or ancestry of any individual, and that the signer agrees it will affirmatively cooperate in the implementation of the policy and provisions of Executive Order Number Three, and consent and agreement is made that recruitment, employment and the terms and conditions of employment under the contract shall be in accordance with the purposes and provisions of Executive Order Number Three.

☐ Yes ☐ No Is firm in minority ownership? (51% of assets in control of minorities)

I certify that the above is correct to the best of my knowledge.

Employer _____ Date _____

By _____

Signature	Title
-----------	-------

GUIDELINES AND RULES OF STATE LABOR COMMISSIONER
IMPLEMENTING GOVERNOR'S EXECUTIVE ORDER NO. THREE

SEC. 1. PERSONS AND FIRMS SUBJECT TO EXECUTIVE ORDER NO. THREE AND GUIDELINES AND RULES

- a. Every contractor, or subcontractor as defined in Sec. 2 hereof, supplier of goods or services, vendor, bidder and prospective contractor or subcontractor, having ten or more employees as defined in Sec. 3 of these guidelines, having or entering into or bidding to enter into any type of contractual relationship with the State of Connecticut or any of its agencies, boards, commissions, departments or offices, and if the consideration, cost, subject matter or value of the goods or services exceeds \$5,000.00, shall be subject to the Governor's Executive Order No. Three and these Guidelines and Rules.
- b. A copy of the Governor's Executive Order No. Three and of these Guidelines and Rules shall be available to each said contractor, subcontractor, supplier, vendor, bidder and prospective contractor and subcontractor, and the said Executive Order No. Three and These Guidelines and Rules shall be incorporated by reference and made a part of the contract, purchase order, agreement or document concerned. A copy of the Executive Order and of these Guidelines and Rules shall be furnished to a contracting party or bidder on request.
- c. All persons, partnerships, associations, firms, corporations and other entities having less than ten employees as defined in Sec. 3 at the time of the bid and execution of the contract and continuing through the performance of the contract are exempt from the provisions of the said Executive Order and these Guidelines and Rules. All contracts, subcontracts, purchase orders and agreements wherein the consideration is \$5,000.00 or less shall be exempt from Executive Order No. Three and from these Guidelines and Rules.

SEC. 2. SUBCONTRACTORS.

As used herein, subcontractors are persons, partnerships, associations, firms or corporations or other entities having contractual relationship with a contractor who in turn has a contract with the State of Connecticut or any of its agencies, boards, commissions or departments. Subcontractors below this tier are exempt from the Executive Order and from these Guidelines and Rules.

SEC. 3. EMPLOYEES

As used herein, employees are persons working full or part-time irrespective of personnel classifications where wages, salaries, or earnings are subject to the Federal Insurance Contribution Act and/or to Federal Withholding Tax as a matter of law (whether in fact or not any actual withholding occurs in a given case), in an employee-employer relationship at the time of bid, contract execution, or offer or acceptance, and/or during any time thereafter during the existence of the performance period of the contract to the conclusion thereof.

SEC. 4. REPORTS.

- a. Prior to the execution of the contract or prior to acceptance of a bid, as the case may be, the contractor, subcontractor, bidder or vendor shall file a report with the State Labor Commissioner, which report shall be complete and contain all of the information therein prescribed. The report shall be on Form E.O. 3-1, a facsimile of which is attached hereto and made a part hereof, or in lieu thereof the contractor, subcontractor, bidder or vendor shall submit a detailed report containing all of the information required in Form E.O. 3-1.
- b. The Labor Commissioner may require the filing of additional reports prior to final payment or prior to any renewal or extension of the contract and during the duration of the contract at such times as the Commissioner may, in his discretion, from time to time deem necessary. The Labor Commissioner may require the filing of additional information or reports, and the contractor, subcontractor, bidder or vendor shall furnish said information or requests within the times prescribed by the Labor Commissioner.
- c. The Labor Commissioner may, at his discretion, also require timely statistical reports on the number of minority employees employed as to be employed in the performance of the contract, and the Labor Commissioner may define such minority groups or persons.
- d. Reports filed pursuant to these Guidelines and Rules in implementation of Executive Order No. Three and are public records subject to public inspection, but may be inspected only by federal and state officials having jurisdiction and authority to investigate matters of this type. All federal and state agencies empowered by law to investigate matters relating to Executive Order No. Three shall have access to these reports for inspection or copying during regular business hours.
- e. Any person who willfully, wantonly or through negligence destroys or permits to be destroyed, alters or allows to be altered after filing, any reports submitted in compliance herewith shall be subject to penalties as prescribed by law.

SEC. 5. MANDATORY CLAUSES IN DOCUMENTS.

- a. All contracts shall contain the following provisions verbatim:

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party in this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Three is incorporated herein by reference and made a part hereof. The

parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The (contractor), (subcontractor), (bidder), (vendor) agrees, as part consideration hereof, that this (order) (contract) is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

These provisions are in addition to and not in lieu of other clauses required by law.

- a. The above paragraphs contain requirements additional to those set forth in the July 16, 1971 directive to state agencies.
- b. Every purchase order or like form submitted by a vendor or bidder, as applicable, shall contain the following clause verbatim:

Vendor agrees, as part of the consideration hereof, that this order is subject to the provisions of Executive Order No. Three and the Guidelines and Rules issued by the Labor Commissioner implementing said order as to nondiscrimination, and vendor agrees to comply therewith.

- c. Where preprinted contract forms have been prescribed by federal authority and the rules of the federal agency prohibit the alteration thereof, the compliance officer of the state agency concerned shall submit to the Labor Commissioner a suggested short form or addendum acceptable to the federal agency, and in such cases, after approval by the Labor Commissioner, said clause may be substituted.

SEC. 6. COOPERATION OF STATE AGENCIES, BOARDS AND COMMISSIONS.

Every agency, board, commission and department of the State of Connecticut shall cooperate with the Labor Commissioner in the implementation of Executive Order No. Three and shall furnish such information and assistance as the Labor Commissioner may from time to time request.

SEC. 7. INVESTIGATIONS, COMPLAINTS.

The Labor Commissioner may initiate an investigation upon receipt of a compliant alleging discrimination. The Labor Commissioner may request that an investigation be conducted by the State agency which is the party to the contract in question. Investigations shall be conducted in accordance with acceptable legal standards, unregarding the rights of all parties involved, and obtaining all of the relevant facts necessary for a complete determination of the issues. If the Labor Commissioner is not satisfied with the investigation or any part thereof he may order it to continue or to proceed further.

SEC. 8. HEARINGS.

The Labor Commissioner or officers designated by the heads of the State agencies, boards and commissions may conduct hearings on complaints heard. Hearings shall be held only after a report of the complaint has been filed with the Labor Commissioner and after a hearing on the complaint has been authorized or directed by the Labor Commissioner. Hearings shall be conducted in accordance with the accepted principles of administrative law. All parties shall be afforded the opportunity to a full, fair, impartial and complete hearing, the opportunity to examine and cross examine witnesses and to be present at all sessions of the hearing. If any party is vulnerable to a charge of a violation of the law, he shall be afforded the opportunity to procure counsel who may be present at the hearing.

SEC. 9. EQUAL EMPLOYMENT OPPORTUNITIES.

All State contracting agencies, employees, and labor unions shall use their best efforts to provide equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers in accordance with section 31-31(d) of the General Statutes.

SEC. 10. DUTIES OF CONTRACTING AGENCIES.

All State contracting agencies shall be responsible for compliance with said Executive Order and with all state and federal laws relating to equal employment opportunities. All contracting agencies conducting investigations for the Labor Commissioner pursuant to Executive Order No. Three and these Guidelines and Rules shall report to the Labor Commissioner the action taken or recommended with regard to each complaint filed. Each officer of the executive department, every commissioner, and each executive head of each State agency, board and commission in the executive branch of the State government is expected to assume the responsibility of seeing to complete compliance with the Governor's Executive Order No. Three and shall forthwith take steps to assure and guarantee that there shall be no discrimination within their departments, agencies, boards or commissions in the performance of any state contract or subcontract on the basis of race, creed, color, sex, age, national origin or national ancestry, or in any way in violation of any state or federal law relating thereto.

BY VIRTUE OF THE AUTHORITY VESTED IN ME PURSUANT TO EXECUTIVE ORDER NO. THREE EFFECTIVE JULY 16, 1971, AND THE GENERAL STATUTES OF CONNECTICUT.

Dated at Wethersfield, Connecticut this 19th day of Nov., 1971

JACK A. FUSARI
LABOR COMMISSIONER

Checklist for Contractors
On Municipal Public Works Contracts
Effective October 1st, 2015

- ☐ Attend pre-bid meeting (if applicable)
- ☐ Discuss any parts of the contract that require special materials, equipment or installation that cannot be subcontracted (e.g. specialized medical equipment that can be installed by specific companies only)
- ☐ Complete [non-discrimination affidavit form](#) and submit to CHRO (email Spencer.Hill@ct.gov) (This only needs to be done once every two years - [check contractor affidavit list](#))
- ☐ Submit bid documents (be sure to read CHRO language and set-aside requirements) (complete the [Notification to Bidders/Contract Compliance Monitoring Report](#) - which is included in the bid information - and return with your bid)

Selected Contractor

For projects greater than \$50,000 but less than \$500,000 in state funds

- ☐ Review award notice from municipality and follow instructions
 - ☐ If contractor has less than 50 employees submit a [Set-Aside Plan](#) to CHRO within 30 days of execution of contract
 - ☐ Contractors with 50 or more employees shall file an [Affirmative Action Plan](#) within 30 days of the execution of contract

For projects equal to or greater than \$500,000 in state funds

- ☐ Review the intent to award notice from municipality and follow instructions
 - ☐ Submit an Affirmative Action Plan to CHRO prior to award of contract
 - ☐ Receive approval of Affirmative Action Plan prior to award of contract

Other filing requirements

- ☐ Send a copy of a letter of transmittal to the municipality to confirm an Affirmative Action Plan or Set-Aside Plan was filed with CHRO
- ☐ [File monthly reports as required](#)
 - ☐ [Monthly Employment Utilization Report](#) (257/257a)
 - ☐ [Monthly SBE/MBE Status Report](#) (258/258a)
 - ☐ [Monthly Materials Consumption Report](#) (259)
 - ☐ [Cumulative Employment Utilization Report for end of project](#) (257b)
- ☐ Respond to request for closeout documents from CHRO, including, but not limited to:
 - ☐ [Final SBE/MBE Status Report](#) (258/258a)
 - ☐ Lien Waivers
 - ☐ Letter of Substantial Completion (when applicable)

Instructions for Filing CHRO Reporting Forms

Please note, all reports filed with CHRO must have the original signature (blue ink preferred) and official title of the company's authorized agent. A copy must be sent to the Awarding Agency/CMR and a copy should be kept for your records.

Form 257	Monthly Employment Utilization Report <ul style="list-style-type: none"> To be completed every month from the date that the project started. For the months employee(s) did not work on the project site, fill out one form for each month & check the box located at the bottom of the form marked, "Did not perform work on this project for this month." The last month the employee(s) worked on the job (i.e. the month the company walked off the project site) please fill out a Form 257 & write at the bottom of the form in BIG BOLD letters "FINAL".
Form 257a	Monthly Employment Utilization Report for non-trade workers on site (i.e. Bookkeeper, Project Manager, Receptionist) <ul style="list-style-type: none"> To be completed every month from the date that the project started only if "On Site Personnel (Other than Trade Workers)" worked on the job. Follow instructions above for Form 257 when a non-trade worker employee is on the site. If there are no non-trade worker employee(s) on the site, do not submit Form 257a.
Form 257b	Cumulative Employment Utilization Report <ul style="list-style-type: none"> The last month the employee(s) worked at the project site, please fill out a Form 257b (as well as the FINAL Form 257 mentioned above) & write at the bottom of the form in BIG BOLD letters "FINAL". Form 257b is a total of all the work hours the employees have worked on the project. Therefore, if you add up all of the hours from each of the Form 257's that have been filed for this project, that number should correspond with the number of total work hours reported on the Form 257b.
Revised Forms 257 & 257b	Punch List Items or Other Events <ul style="list-style-type: none"> If a sub returns to the job to do punch list items or other events after filling out FINAL filings, a Revised Final Form 257 for the months that they worked on the punch list items, as well as a Revised Form 257b must be filed. These revised reports should be marked in BIG BOLD letters "REVISED MM/DD/YYYY."
Form 258	Quarterly Payment Status Report (project > 12 months) <ul style="list-style-type: none"> Effective January 1, 2017, the Commission has suspended the use of Form 258 Quarterly Payment Status Report. Thereafter, only Form 258a Monthly Payment Status Report will be used for all projects, regardless of their duration. Going forward, all reporting requirements will be on a monthly basis. This measure is being implemented to facilitate the reporting requirements.
Form 258a	Monthly Payment Status Report <ul style="list-style-type: none"> Effective January 1, 2017, Form 258a Monthly Payment Status Report is required for all projects. If you are filling out a Form 258a for the last month of the project, write at the bottom of the form in BIG BOLD letters "FINAL".
Form 259	Monthly Materials Consumption Report <ul style="list-style-type: none"> Material/Service Supplier submits every month from the date that the project started until the final delivery of material/service. The officer of the company signs in the box that corresponds as to whether they "Did Supply Materials" that month or they "Did Not Supply Materials" that month. At the end of the last month in which the material/service provider provided material or service for this project, write at the bottom of the form in BIG BOLD letters "FINAL".

Copies of CHRO reports can be obtained by logging onto www.ct.gov/chro and go to "Forms" and select the required form under the second heading "Forms and Reports for Construction Workers."

Commission on Human Rights and Opportunities Contract Compliance Unit 450 Columbus Blvd Ste 2 Hartford CT 06103				1. MONTHLY EMPLOYMENT UTILIZATION REPORT <i>(FORM chro cc-257)</i>		PROJECT AREA (MSA): <hr/> 2. EMPLOYERS FEIN NO.		3. PROJECT AAP GOALS MINORITY: _____ FEMALE: _____		4. REPORTING PERIOD FROM: _____ TO: _____			
GENERAL CONTRACTOR: PROJECT NAME: CONTRACT NUMBER:				NAME AND LOCATION OF CONTRACTOR (submitting report):				STATE AWARDING AGENCY:					
5. CONSTRUCTION TRADE (please identify)	CLASSIFICATION	6. WORK HOURS OF TRADE WORKERS EMPLOYED ON PROJECT										9. TOTAL NUMBER OF EMPLOYEES	10. TOTAL NUMBER OF MINORITY EMPLOYEES
		6a. TOTAL HOURS BY TRADE	6b. BLACK (Not of Hispanic Origin)	6c. HISPANIC	6d. ASIAN OR PACIFIC ISLANDERS	6e. AMERICAN INDIAN OR ALASKAN NATIVE	7. MINORITY PERCENT	8. FEMALE PERCENT	M F	M F	M F		
	Journey Worker Apprentice Trainee SUB-TOTAL	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>
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TOTAL JOURNEY WORKERS TOTAL APPRENTICES TOTAL TRAINEES GRAND TOTAL		<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>
11. COMPANY OFFICIALS SIGNATURE , PRINTED NAME AND PRINTED TITLE				12. TELEPHONE NUMBER (Including area code)				13. DATE SIGNED		PAGE _____ OF _____			
<input type="checkbox"/> Did not perform work on this project for this month (Please place an "X" in the box if your company did not perform work on this project for this month only.)													

Commission on Human Rights and Opportunities Contract Compliance Unit 450 Columbus Blvd Ste 2 Hartford CT 06103				1. MONTHLY EMPLOYMENT UTILIZATION REPORT (FORM chro cc-257A)				PROJECT AREA (MSA): _____ 2. EMPLOYER'S FEIN NO. _____				3. PROJECT AAP GOALS MINORITY: _____ FEMALE: _____				4. REPORTING PERIOD FROM: _____ TO: _____			
GENERAL CONTRACTOR: PROJECT NAME: CONTRACT NUMBER:						NAME AND LOCATION OF CONTRACTOR (submitting report):						STATE AWARDING AGENCY:							
5. ON SITE PERSONNEL (OTHER THAN TRADE WORKERS) <i>(please identify specific job title)</i>		6. WORK HOURS OF WORKERS <i>(OTHER THAN TRADE WORKERS)</i> EMPLOYED ON PROJECT												9. TOTAL NUMBER OF EMPLOYEES M F		10. TOTAL NUMBER OF MINORITY EMPLOYEES M F			
		6a. TOTAL HOURS BY TRADE M F		6b. BLACK (Not of Hispanic Origin) M F		6c. HISPANIC M F		6d. ASIAN OR PACIFIC ISLANDERS M F		6e. AMERICAN INDIAN OR ALASKAN NATIVE M F		7. MINORITY PERCENT						8. FEMALE PERCENT	
GRAND TOTAL WORKERS																			
11. COMPANY OFFICIALS SIGNATURE , PRINTED NAME AND PRINTED TITLE						12. TELEPHONE NUMBER (Including area code)						13. DATE SIGNED				PAGE _____ OF _____			

**MONTHLY SMALL CONTRACTOR AND
MINORITY BUSINESS ENTERPRISE
PAYMENT STATUS REPORT**

Month Ending _____

- 1) General Contractor Name
- 2) State Contract Number
- 3) State Contract Award Agency
- 4) Project Name 5) Estimated Completion Date _____
- 6) Project Value 7) Percent Completed to Date _____
(Indicate & attach all Change Orders)
- 8) Actual Project Mobilization Date (MM/DD/YYYY)
- 9) Listing of all small contractors and minority business enterprise contractors on the project to comply with contractual small business set aside provisions:

Company Name	Total Contract Amount (Indicate & attach all Change Orders)	Total Payment this Month	Total Payment to Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Signature of Company Official

Date of Report

Printed Name and Printed Title of Person Signing

Original to: CHRO, 450 Columbus Blvd Ste 2, Hartford CT 06103

Copies to: 1) Awarding Agency
2) Contractor's Company File

Form CHRO 258a (for projects less than 12 months or as directed by CHRO).

**QUARTERLY SMALL CONTRACTOR AND
MINORITY BUSINESS ENTERPRISE
PAYMENT STATUS REPORT**

Quarter Ending _____

- 1) General Contractor Name
- 2) State Contract Number
- 3) State Contract Award Agency
- 4) Project Name 5) Estimated Completion Date _____
- 6) Project Value 7) Percent Completed to Date _____
(Indicate & attach all Change Orders)
- 8) Actual Project Mobilization Date (MM/DD/YYYY)
- 9) Listing of all small contractors and minority business enterprise contractors on the project to comply with contractual small business set aside provisions:

Company Name	Total Contract Amount (Indicate & attach all Change Orders)	Total Payment this Quarter	Total Payment to Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Signature of Company Official

Date of Report

Printed Name and Printed Title of Person Signing

Original to: CHRO, 450 Columbus Blvd Ste 2, Hartford CT 06103

Copies to: 1) Awarding Agency
2) Contractor's Company File

MONTHLY MATERIALS CONSUMPTION REPORT
(CHRO FORM-259)

Contract Compliance Unit The Commission on Human Rights and Opportunities 450 Columbus Blvd Ste 2 Hartford CT 06103	<u>MONTHLY MATERIALS CONSUMPTION REPORT</u> (CHRO FORM-259)* * TO BE FILLED OUT BY SBE/MBE/WBE/DIS CONTRACTORS/VENDORS WHOSE SOLE ROLE IN THE CONTRACT DESCRIBED BELOW IS THAT OF A "SUPPLIER OF MATERIALS."
NAME AND ADDRESS OF SBE/MBE/WBE/DIS CONTRACTOR/VENDOR (submitting report): <hr/> <hr/> <hr/> <hr/>	STATE CONTRACT NUMBER: _____ PROJECT NAME: _____ STATE AWARDING AGENCY _____ REPORTING PERIOD FROM: _____ TO: _____
The SBE/MBE/WBE/DIS Contractor / Vendor, submitting this report, <u>DID SUPPLY MATERIALS</u> to the General Contractor, or its Subcontractors, for the monthly reporting period listed above and for use in the aforesaid contract. I Agree: _____ /Date: _____ Signature of the Head of the Company <hr/> Printed Name and Printed Title of Person Signing	The SBE/MBE/WBE/DIS Contractor / Vendor, submitting this report, <u>DID NOT SUPPLY MATERIALS</u> to the General Contractor or its Subcontractors, for the monthly reporting period listed above and for use in the aforesaid contract. I Agree: _____ /Date:-- _____ Signature of the Head of the Company <hr/> Printed Name and Printed Title of Person Signing

Commission on Human Rights and Opportunities Contract Compliance Unit 450 Columbus Blvd Ste 2 Hartford CT 06103				1. CUMULATIVE EMPLOYMENT UTILIZATION REPORT (FORM chro cc-257b)		PROJECT AREA (MSA): _____ 2. EMPLOYERS FEIN NO. _____		3. PROJECT PLAN GOALS MINORITY: _____ FEMALE: _____		4. PROJECT DURATION START DATE: _____ END DATE : _____								
GENERAL CONTRACTOR: PROJECT NAME: CONTRACT NUMBER:				NAME AND LOCATION OF CONTRACTOR (submitting report):				STATE AWARDING AGENCY:										
5. CONSTRUCTION TRADE (please identify)		6. CUMULATIVE WORK HOURS OF TRADE WORKERS EMPLOYED ON PROJECT										9. CUMULATIVE NUMBER OF EMPLOYEES M F		10. CUMULATIVE NUMBER OF MINORITY EMPLOYEES M F				
		CLASSIFICATION	6a. CUMULATIVE HOURS BY TRADE M F		6b. BLACK (Not of Hispanic Origin) M F		6c. HISPANIC M F		6d. ASIAN OR PACIFIC ISLANDERS M F		6e. AMERICAN INDIAN OR ALASKAN NATIVE M F		7. CUMULATIVE MINORITY PERCENT		8. CUMULATIVE FEMALE PERCENT			
		Journey Worker Apprentice Trainee CUMULATIVE TOTAL																
		Journey Worker Apprentice Trainee CUMULATIVE TOTAL																
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		Journey Worker Apprentice Trainee CUMULATIVE TOTAL																
CUMULATIVE TOTAL JOURNEY WORKERS CUMULATIVE TOTAL APPRENTICES CUMULATIVE TOTAL TRAINEES CUMULATIVE GRAND TOTAL																		
11. COMPANY OFFICIALS SIGNATURE , PRINTED NAME AND PRINTED TITLE							12. TELEPHONE NUMBER (Including area code)					13. DATE SIGNED			PAGE _____ OF _____			

FORM CHRO 257b

**** NOTE: The purpose of this report is to be a CUMULATIVE Employment Utilization Report (257b); cumulative meaning the total sum of all the 257s filed by your company throughout the duration of this project. Please submit this *Cumulative Employment Utilization Report (257b)* with your *FINAL 257* filing. If punch list items or other events require your company to return to the project after such filings, than please submit a *Revised 257b* with your *Revised FINAL 257*.**

Non-Discrimination and Affirmative Action Provisions

- (A)(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.
- (B) Any Contractor who is a party to a municipal public works contract or quasi-public agency project, where any such contract is valued at less than \$50,000 for each year of the contract, shall provide the Commission on Human Rights and Opportunities with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subsection (A)(1) above, provided if there is any change in such representation, the Contractor shall provide the updated representation to the Commission not later than 30 days after such change. Any Contractor who is a party to a municipal public works contract or a quasi-public agency project, where any such contract is valued at \$50,000 or more for any year of the contract, shall provide the Commission with any one of the following: (1) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholder, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under subsection (A)(1) of this section; (2) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (a) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and the executive director of the Commission on Human Rights and Opportunities or designee certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section; or (3) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section and is in effect on the date the affidavit is signed..
- (C) If the Contract is a municipal public works contract or a quasi-public agency project, the Contractor agrees and warrants that s/he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. The Contractor shall

include the provisions of subdivision (A)(1) of this section in every subcontract or purchase order entered into to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

- (D) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determination of the Contractor's good faith efforts shall include, but shall not be eliminated to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in municipal public works contracts or quasi-public agency projects. "Municipal public works project" means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, finance by the state funding in an amount equal to fifty thousand dollars or less. "Quasi-public agency project" means the construction, rehabilitation, conversion, extension, demolition or repair of a building or other changes or improvements in real property pursuant to a contract entered into on or after October 1, 2015, which is financed in whole or in part by a quasi-public agency using state funds, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

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2. Contractor Work Force Utilization / Specific Equal Employment Opportunity
3. Contract Wage Rates
4. Americans with Disabilities Act of 1990, as Amended
5. Connecticut Statutory Labor Requirements
 - a. Construction, Alteration or Repair of Public Works Projects; Wage Rates
 - b. Debarment List - Limitation on Awarding Contracts
 - c. Construction Safety and Health Course
 - d. Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited
 - e. Residents Preference in Work on Other Public Facilities (Not Applicable to Federal Aid Contracts)
6. Tax Liability - Contractor's Exempt Purchase Certificate (CERT – 141)
7. Executive Orders (State of CT)
8. Non Discrimination Requirement (pursuant to section 4a-60 and 4a-60a of the Connecticut General Statutes, as revised)
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10. Connecticut Freedom of Information Act
 - a. Disclosure of Records
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12. Substitution of Securities for Retainages on State Contracts and Subcontracts
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14. Forum and Choice of Law
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16. Audit and Inspection of Plants, Places of Business and Records
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18. Tangible Personal Property
19. Bid Rigging and/or Fraud – Notice to Contractor
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Index of Exhibits

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

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

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

2. Contractor Work Force Utilization / Equal Employment Opportunity

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

3. Contract Wage Rates

The Contractor shall comply with:

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

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

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

4. Americans with Disabilities Act of 1990, as Amended

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

5. Connecticut Statutory Labor Requirements

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

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

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

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

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

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

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

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

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

Forms and instructions are available anytime by:

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

7. Executive Orders

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

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

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

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

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

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

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

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

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

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

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

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

9. Whistleblower Provision

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

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

10. Connecticut Freedom of Information Act

- (a) Disclosure of Records.** This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
- (b) Confidential Information.** The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives from the Contractor. However, all materials associated with the Contract are subject to the terms of the FOIA and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must

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

11. Service of Process

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

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

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

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

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

14. Forum and Choice of Law

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

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

15. Summary of State Ethics Laws

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

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

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

17. Campaign Contribution Restriction

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

18. Tangible Personal Property

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

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

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

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

20. Consulting Agreement Affidavit

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

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

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

EXHIBIT A**TITLE VI CONTRACTOR ASSURANCES**

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

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

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

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

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

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

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

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

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

EXHIBIT B**CONTRACTOR WORKFORCE UTILIZATION / EQUAL EMPLOYMENT OPPORTUNITY****1. Project Workforce Utilization Goals:**

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

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

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

STATE FUNDED PROJECTS (only)
APPENDIX A
(Labor Market Goals)

LABOR MARKET AREA GOAL
Female

Minority

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

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

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

LABOR MARKET AREA GOAL
Female

Minority

New Haven 3.1%	17.9%
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Bethany	Branford	Cheshire	Clinton
East Haven	Guilford	Hamden	Killingworth
Madison	Meriden	New Haven	North Branford
North Haven	Orange	Wallingford	West Haven
Woodbridge			

New London 3.1%	7.4%
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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%
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Darien	Greenwich	New Canaan	Norwalk
Stamford	Weston	Westport	Wilton

Torrington 1.8%	4.3%
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Canaan	Colebrook	Cornwall	Goshen
Hartland	Kent	Litchfield	Morris
Norfolk	North Canaan	Salisbury	Sharon

Torrington

Warren

Waterbury				12.4%
1.6%				
Bethlehem	Middlebury	Naugatuck	Prospect	
Southbury	Thomaston	Waterbury	Watertown	
Wolcott	Woodbury			

Rev. 4/24/2019

EXHIBIT C

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

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

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

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

- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

(16) Obligations in the Event of a Breach

- A. The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and the provisions of this Section of the Contract.
- B. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. 17932(g)). A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- C. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
 4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
 5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to

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

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

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

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

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

(m) Miscellaneous Provisions.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as 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.

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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

EXHIBIT E

(state wages will be inserted here)

**Prevailing Wage and Labor Information
for
BLOOMFIELD-TARIFFVILLE
MULTI-USE TRAIL CONNECTOR PROJECT
SIMSBURY / BLOOMFIELD, CONNECTICUT**

**Town Bid # 22-01
STATE PROJECT NO. L128-0001**

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Minimum Rates and Classifications for
Heavy/Highway Construction

ID#: 22-33976

Connecticut Department of Labor
Wage and Workplace Standards

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

Project Number: Project Town: Bloomfield
State#: Connecticut FAP#:
Project: Bloomfield-Tariffville Multi-Use Trail Connector

CLASSIFICATION	Hourly Rate	Benefits
1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	38.27	34.47
2) Carpenters, Piledrivermen	35.57	25.65
2a) Diver Tenders	35.57	25.65
3) Divers	44.03	25.65
03a) Millwrights	36.32	26.81
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	54.0	22.90
4a) Painters: Brush and Roller	36.42	22.90
4b) Painters: Spray Only	39.42	22.90
4c) Painters: Steel Only	38.42	22.90

4d) Painters: Blast and Spray	39.42	22.90
4e) Painters: Tanks, Tower and Swing	38.42	22.90
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)	40.75	30.47+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	38.17	38.02 + 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)	45.83	33.50
----LABORERS----		
8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	32.0	24.40
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	32.25	24.40
10) Group 3: Pipelayers	32.5	24.40
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	32.5	24.40
12) Group 5: Toxic waste removal (non-mechanical systems)	34.0	24.40
13) Group 6: Blasters	33.75	24.40
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	33.0	24.40

Group 8: Traffic control signalmen	18.0	24.40
Group 9: Hydraulic Drills	32.75	24.40
----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	34.23	24.40 + a
13b) Brakemen, Trackmen, Miners' Helpers and all other men	33.26	24.40 + a
----CLEANING, CONCRETE AND CAULKING TUNNEL----		
14) Concrete Workers, Form Movers, and Strippers	33.26	24.40 + a
15) Form Erectors	33.59	24.40 + a
----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----		
16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers, Miners Helpers	33.26	24.40 + a
17) Laborers Topside, Cage Tenders, Bellman	33.15	24.40 + a
18) Miners	34.23	24.40 + a
----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----		
18a) Blaster	40.72	24.40 + a

19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	40.52	24.40 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	38.54	24.40 + a
21) Mucking Machine Operator, Grout Boss, Track Boss	41.31	24.40 + a
----TRUCK DRIVERS----(*see note below)		
Two Axle Trucks, Helpers	31.16	28.78 + a
Three Axle Trucks; Two Axle Ready Mix	31.27	28.78 + a
Three Axle Ready Mix	31.33	28.78 + a
Four Axle Trucks	31.39	28.78 + a
Four Axle Ready-Mix	31.44	28.78 + a
Heavy Duty Trailer (40 tons and over)	33.66	28.78 + a
Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	31.44	28.78 + a
Heavy Duty Trailer (up to 40 tons)	32.39	28.78 + a
Snorkle Truck	31.54	28.78 + a
----POWER EQUIPMENT OPERATORS----		
Group 1: Crane Handling or Erecting Structural Steel or Stone, Hoisting Engineer (2 drums or over). (Trade License Required)	50.27	26.80 + a

Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and over.	46.07	26.80 + a
Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	49.91	26.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	49.06	26.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer).	45.71	26.80 + 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)	44.86	26.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper).	44.42	26.80 + 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)	43.73	26.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	43.73	26.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	43.38	26.80 + 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)	42.99	26.80 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	42.54	26.80 + 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).	42.04	26.80 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	39.7	26.80 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	39.7	26.80 + a
Group 12: Wellpoint Operator.	39.63	26.80 + a
Group 13: Compressor Battery Operator.	38.97	26.80 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	37.66	26.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	37.2	26.80 + a
Group 16: Maintenance Engineer.	36.46	26.80 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator., Portable Grout Plant Operator, Portable Water Filtration Plant Operator.	41.39	26.80 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	38.61	26.80 + a

****NOTE: SEE BELOW**

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

20) Lineman, Cable Splicer, Technician	48.19	6.5% + 22.00
21) Heavy Equipment Operator	42.26	6.5% + 19.88
22) Equipment Operator, Tractor Trailer Driver, Material Men	40.96	6.5% + 19.21
23) Driver Groundmen	26.5	6.5% + 9.00
23a) Truck Driver	40.96	6.5% + 17.76
----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.

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

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

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

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

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

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

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

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

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

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

As of: April 20, 2022

ID#: 22-33975

Connecticut Department of Labor
Wage and Workplace Standards

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

Project Number: _____ Project Town: Simsbury
State#: _____ FAP#: _____
Project: Bloomfield-Tariffville Multi-Use Trail Connector

CLASSIFICATION	Hourly Rate	Benefits
1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	38.27	34.47
2) Carpenters, Piledrivermen	35.57	25.65
2a) Diver Tenders	35.57	25.65
3) Divers	44.03	25.65
03a) Millwrights	36.32	26.81
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	54.0	22.90
4a) Painters: Brush and Roller	36.42	22.90
4b) Painters: Spray Only	39.42	22.90
4c) Painters: Steel Only	38.42	22.90

4d) Painters: Blast and Spray	39.42	22.90
4e) Painters: Tanks, Tower and Swing	38.42	22.90
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)	40.75	30.47+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	38.17	38.02 + 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)	45.83	33.50
----LABORERS----		
8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	32.0	24.40
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	32.25	24.40
10) Group 3: Pipelayers	32.5	24.40
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	32.5	24.40
12) Group 5: Toxic waste removal (non-mechanical systems)	34.0	24.40
13) Group 6: Blasters	33.75	24.40
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	33.0	24.40

Group 8: Traffic control signalmen	18.0	24.40
Group 9: Hydraulic Drills	32.75	24.40
----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.----		
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13b) Brakemen, Trackmen, Miners' Helpers and all other men	33.26	24.40 + a
----CLEANING, CONCRETE AND CAULKING TUNNEL----		
14) Concrete Workers, Form Movers, and Strippers	33.26	24.40 + a
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----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:-----		
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18a) Blaster	40.72	24.40 + a

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20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	38.54	24.40 + a
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----TRUCK DRIVERS----(*see note below)		
Two Axle Trucks, Helpers	31.16	28.78 + a
Three Axle Trucks; Two Axle Ready Mix	31.27	28.78 + a
Three Axle Ready Mix	31.33	28.78 + a
Four Axle Trucks	31.39	28.78 + a
Four Axle Ready-Mix	31.44	28.78 + a
Heavy Duty Trailer (40 tons and over)	33.66	28.78 + a
Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	31.44	28.78 + a
Heavy Duty Trailer (up to 40 tons)	32.39	28.78 + a
Snorkle Truck	31.54	28.78 + a
----POWER EQUIPMENT OPERATORS----		
Group 1: Crane Handling or Erecting Structural Steel or Stone, Hoisting Engineer (2 drums or over). (Trade License Required)	50.27	26.80 + a

Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and over.	46.07	26.80 + a
Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	49.91	26.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	49.06	26.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer).	45.71	26.80 + 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)	44.86	26.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper).	44.42	26.80 + 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)	43.73	26.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	43.73	26.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	43.38	26.80 + 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)	42.99	26.80 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	42.54	26.80 + 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).	42.04	26.80 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	39.7	26.80 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	39.7	26.80 + a
Group 12: Wellpoint Operator.	39.63	26.80 + a
Group 13: Compressor Battery Operator.	38.97	26.80 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	37.66	26.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	37.2	26.80 + a
Group 16: Maintenance Engineer.	36.46	26.80 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator., Portable Grout Plant Operator, Portable Water Filtration Plant Operator.	41.39	26.80 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	38.61	26.80 + a

****NOTE: SEE BELOW**

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

20) Lineman, Cable Splicer, Technician	48.19	6.5% + 22.00
21) Heavy Equipment Operator	42.26	6.5% + 19.88
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23) Driver Groundmen	26.5	6.5% + 9.00
23a) Truck Driver	40.96	6.5% + 17.76
----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
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Welders: Rate for craft to which welding is incidental.

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

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

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 Crane with 200 ft. boom (including jib) - \$2.50 extra
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All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

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~~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.

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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.

As of: April 20, 2022

Town of Simsbury Construction Contract
Prevailing Wage Information

1. For each week of the Project from the first week during which an employee of the Contractor (or any subcontractor) does Project work to which prevailing wage requirements apply, until the last week on which such an employee does such work, the Contractor shall, in accordance with the provisions of CGS Sec. 31-53(f)(2), furnish to the Engineer certified copies of payrolls, on the appropriate CT Department of Labor forms, showing:
 - a. The names of the employees who worked on the Project and whose work is subject to prevailing wage requirements;
 - b. The specific days and hours and numbers of hours that each such employee worked on the Project;
 - c. The amount of money paid to each such employee for Project work; and,
 - d. Any other information required by the subject forms, by the CT Department of Labor, or by Connecticut General Statutes.
2. Each such payroll shall include a completed, signed, and notarized Contractor's Wage Certification Form (or more than one if applicable), as promulgated by the CT Department of Labor.
3. All prevailing wage requirements applicable to the Project shall also apply to the work of any subcontractor or other party that performs work on the Project site; and the Contractor shall be responsible for ensuring that each such party meets said requirements.
4. Every Contractor or subcontractor performing Project work is required to post the relevant prevailing wage rates applicable to the Project in prominent and easily accessible places at work.
5. Example CT Department of Labor forms (and other information) are provided on the following pages. This information is provided for convenience purposes only. Notwithstanding such inclusions herein, the Contractor remains solely responsible for all necessary compliance with applicable requirements of Laws and Regulations, including ensuring that such forms and information are correct and the latest versions are used. The latest versions of any such forms can be obtained from the CT Department of Labor, Division of Wage and Workplace Standards webpages.

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): _____

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.												PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS										Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109							
CONTRACTOR NAME AND ADDRESS:												SUBCONTRACTOR NAME & ADDRESS						WORKER'S COMPENSATION INSURANCE CARRIER POLICY # EFFECTIVE DATE: EXPIRATION DATE:											
PAYROLL NUMBER		Week-Ending Date		PROJECT NAME & ADDRESS																									
PERSON/WORKER, ADDRESS and SECTION		APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION		DAY AND DATE						Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY								
						S	M	T	W	TH	F	S				Total O/T Hours	FICA	FEDERAL WITH- HOLDING	STATE WITH- HOLDING			LIST OTHER							
				Trade License Type & Number - OSHA 10 Certification Number		HOURS WORKED EACH DAY						TOTAL FRINGE BENEFIT PLAN CASH																	
												\$ Base Rate	1. \$ 2. \$ 3. \$																
												\$ Cash Fringe	4. \$ 5. \$ 6. \$																
												\$ Base Rate	1. \$ 2. \$ 3. \$																
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												\$ Cash Fringe	4. \$ 5. \$ 6. \$																
12/9/2013												*IF REQUIRED																	
WWS-CP1												*SEE REVERSE SIDE												PAGE NUMBER ____OF					

Weekly Payroll Certification For Public Works Projects (Continued)				PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS										Week-Ending Date: Contractor or Subcontractor Business Name:						
WEEKLY PAYROLL																				
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE							Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
				S	M	T	W	TH	F	S	FICA				FEDERAL	STATE	OTHER			
			Trade License Type & Number - OSHA								Total	TOTAL FRINGE BENEFIT PLAN								
			10 Certification Number	HOURS WORKED EACH DAY							O/T Hours	CASH								
												\$ Base Rate	1. \$							
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12/9/2013 WWS-CP2																				
NOTICE: THIS PAGE MUST BE ACCOMPANIED BY A COVER PAGE (FORM # WWS-CP1)																				
PAGE NUMBER ____ OF																				

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker’s compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care _____
- 4) Disability_____
- 2) Pension or retirement _____
- 5) Vacation, holiday_____
- 3) Life Insurance _____
- 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

a) The records submitted are true and accurate;

b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;

c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);

d) Each such person is covered by a worker’s compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;

e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and

f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

(Signature)

(Title)

Submitted on (Date)

STATUTE 31-55a

- SPECIAL NOTICE -

To: All State and Political Subdivisions, Their Agents, and Contractors

Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

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

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: www.ctdol.state.ct.us. 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.

Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.

Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

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

November 29, 2006

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

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

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

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

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

**Connecticut Department of Labor
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.



Opportunity ★ Guidance ★ Support



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.

Town of Bloomfield Construction Contract
Limitations on Awarding Contracts/Work

1. ***State Labor Commissioner Debarment List:*** The Contractor shall comply with CGS Section 31-53a, as revised.
2. ***Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited:*** The Contract is subject to CGS Section 31-57b, as revised.

Contractor's Exempt Purchase Certificate

General Purpose: Contractors for the repair, alteration, improvement, remodeling, or construction of real property use this certificate to purchase materials and supplies to be installed or placed in a project being performed under contract with an exempt entity. The materials and supplies, including tangible personal property that remains tangible personal property after its installation or placement, must remain in the project after its completion. If the tangible personal property is not used in the manner described above, a contractor who claimed an exemption owes use tax on the total price of the tangible personal property.

Wherever the term contractor is used in this certificate, it includes subcontractors of the contractor performing a contract with an exempt entity.

Exempt entity means any person entitled to make purchases of tangible personal property exempt from sales and use taxes under the statutory authority listed in the instructions.

Name of exempt entity	Address	CT Tax Registration Number (If none, explain.)	Federal Employer ID Number
Address of project			
Type of exempt entity (See instructions.) <input type="checkbox"/> Connecticut state government: Enter the exemption number. _____ <input type="checkbox"/> Charitable or religious organization: Enter the exemption number if any. _____ <input type="checkbox"/> Other (Explain.) _____			
<input type="checkbox"/> Connecticut municipality <input type="checkbox"/> Federal government			
Name of purchaser	Address	CT Tax Registration Number (If none, explain.)	Federal Employer ID Number
Name of seller	Address	CT Tax Registration Number (If none, explain.)	Federal Employer ID Number
Provide a written description of each item purchased. Attach additional sheets if necessary.			
Check one box: <input type="checkbox"/> Blanket certificate <input type="checkbox"/> Certificate for one purchase only			

Declaration by Purchaser: The item(s) described above are tangible personal property to be installed or placed in a project being performed under contract with the exempt entity identified above and will remain in the project after its completion. I declare that the purchaser named above is a contractor under contract with the exempt entity or a subcontractor of the contractor. I acknowledge that the purchaser will be liable for Connecticut use tax, plus applicable penalty and interest as of the date of purchase, on the total purchase price of the property if any of the requirements for the exemption are not present or are not met.

I declare under penalty of law that I have examined this document (including any accompanying schedules and statements) and, to the best of my knowledge and belief, it is true, complete, and correct. I understand the penalty for willfully delivering a false return or document to the Department of Revenue Services (DRS) is a fine of not more than \$5,000 or imprisonment for not more than five years, or both.

Name of purchaser

By: _____
Authorized signature Title Date

Statutory and Regulatory Authority

- Conn. Agencies Regs. §12-426-18;
- Conn. Gen. Stat. §12-412(1) and (2), the United States, the State of Connecticut, or any political subdivisions or agencies of the State of Connecticut; for example state or municipal schools, universities, police, municipal fire departments, and state or municipal libraries. Only Connecticut state agencies have been issued an exemption number that can be entered on this form;
- Conn. Gen. Stat. §12-412(5), nonprofit charitable hospitals, nonprofit nursing homes, nonprofit rest homes and nonprofit residential care homes; and an acute care, for-profit hospital, in operation as of May 12, 2004;
- Conn. Gen. Stat. §12-412(8), Internal Revenue Code §501(c)(3) or (13) organizations exempt from federal income tax. Only charitable or religious organizations that applied to the Department of Revenue Services (DRS) prior to 7/1/95 were issued a Connecticut exemption permit number that can be entered on this form. Other charitable or religious organizations have not been issued a permit number and will leave that space blank;
- Conn. Gen. Stat. § 12-412(84), for purchases with regard to the Connecticut Technology Park;
- Conn. Gen. Stat. § 12-412(90), water companies;
- Conn. Gen. Stat. § 12-412(92), the Connecticut Resources Recovery Authority;
- Conn. Gen. Stat. § 12-412(93), tourism districts;
- Conn. Gen. Stat. § 12-412(95), solid waste-to-energy facilities;
- Conn. Gen. Stat. §7-273mm, municipal or regional resource recovery authorities; and
- Conn. Gen. Stat. § 16-344, the Metropolitan Transportation Authority or subsidiary in connection with the New Haven commuter railroad service.

Instructions for the Purchaser: Use this certificate for purchases of tangible personal property to be installed or placed in a project being performed under a contract with an exempt entity that will remain in the project after its completion. To qualify for the exemption from sales and use taxes, you must present this certificate to the retailer at the time of the purchase of the qualifying tangible personal property. For at least six years from the date it is issued, keep a copy of this certificate and records that substantiate the information entered on this certificate including records to support the contractor's use of this certificate and to show the disposition of all materials or supplies purchased.

If you are unable to designate the exact amount of materials or supplies to be installed or placed in a project being performed under contract with an exempt entity, you must estimate the amount of the purchases. You will be held strictly accountable for any use tax due the state on the purchases in the event of any use other than the permanent installation or placement of the purchases in the exempt project identified in this certificate.

Contractors are the consumers of all the tools, supplies, and equipment used in fulfilling a construction contract that are not installed or placed in the exempt job even if they are used up during the job.

Instructions for the Seller: Acceptance of this certificate, when properly completed, relieves the seller from the burden of proving that tangible personal property is not subject to sales and use taxes when the tangible personal property will be installed or placed in a project being performed under a contract with an exempt entity and will remain in the project after its completion. The certificate is valid only if taken in good faith from a contractor under contract with an exempt entity. The good faith of the seller will be questioned if the seller knows of, or should know of, facts that suggest the contractor does not intend to install or place the property in a project being performed under contract with an exempt entity.

Keep this certificate and bills or invoices to the purchaser for at least six years from the date of purchase. The bills, invoices, or records covering the purchase made under this certificate must be marked to indicate an exempt purchase was made. The words "Exempt under CERT-141" satisfy the requirement.

This certificate may be used for individual purchases, in which case the box marked "Certificate for One Purchase Only" must be checked. This certificate may also be used for a continuing line of exempt purchases for the project identified in this certificate, in which case the box marked "Blanket Certificate" must be checked. A blanket certificate remains in effect for three years unless the purchaser revokes it in writing before the period expires.

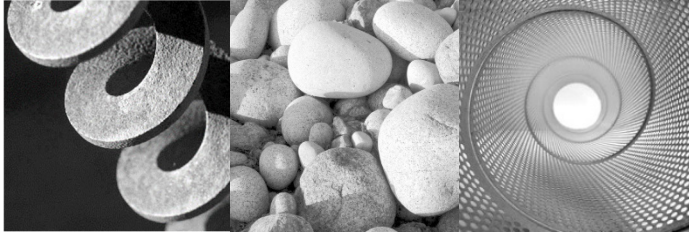
For More Information: Call Taxpayer Services at 1-800-382-9463 (Connecticut calls outside the Greater Hartford calling area only) or 860-297-5962 (from anywhere). **TTY, TDD, and Text Telephone users** only may transmit inquiries anytime by calling 860-297-4911. Visit the DRS website at www.ct.gov/DRS to preview and download forms and publications.

TOWN OF SIMSBURY, CONNECTICUT

**GEOTECHNICAL REPORT
FOR
BLOOMFIELD-TARIFFVILLE
MULTI-USE TRAIL CONNECTOR PROJECT
SIMSBURY / BLOOMFIELD, CONNECTICUT**

**Town Bid # 22-01
STATE PROJECT NO. L128-0001**

Issued: May 2022



Consulting
Engineers and
Scientists

Geotechnical Report Bloomfield-Tariffville Multi-Use Connector

State Project No. L128-0001
Bloomfield/Simsbury, Connecticut

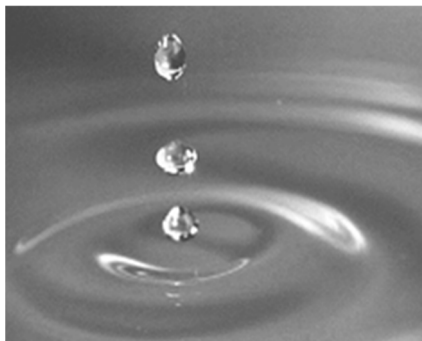
Submitted to:

VHB
100 Great Meadow Road, Suite 200
Wethersfield, CT 06109

Submitted by:

GEI Consultants, Inc.
455 Winding Brook Drive, Suite 201
Glastonbury, CT 06033
860-368-5300

October 31, 2018
GEI Project No. 1802950



Matthew Glunt, P.E.
Senior Geotechnical Engineer

Laura McKiernan, P.E.
Geotechnical Engineer

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1. Introduction

1.1 Project Summary

GEI Consultants, Inc. (GEI) understands that the project involves design of a multi-use trail following the alignment of Route 189 between the towns of Bloomfield and Simsbury. The project begins at the intersection of Main Street and Route 189 (Blue Hills Avenue) in Simsbury and continues southeast approximately 0.84 miles along the western shoulder of Route 189, terminating in Bloomfield at the limits of another multi-use trail being built by others.

GEI is serving as a subconsultant to VHB on the project, primarily to investigate the condition of existing rock cuts adjacent to the trail and construction of drainage structures. This report was prepared to present the results of our recent subsurface exploration, and geotechnical recommendations for design and construction of the trail.

1.2 Scope of Services

Our scope of work included the following tasks:

- Engaged a subcontractor to drill five (5) test borings at proposed catch basin locations, ten (10) auger probes along the proposed drainage swale alignment, and seven (7) augered probes along the curblineline near guiderail locations.
- Observed soil samples recovered and produced boring logs.
- Engaged a testing laboratory to perform grain-size analyses on samples collected from the site.
- Conducted a risk assessment of the rock cut along the trail alignment in its current condition.
- Developed design and construction recommendations for the new trail section and drainage features.
- Prepared this *Geotechnical Report*.

1.3 Authorization

Our work was performed in general accordance with our revised proposal dated August 21, 2018.

2. Site and Project Description

2.1 Existing Conditions

A new segment of the Bloomfield Greenway Multi-Use Trail is proposed to connect the Towns of Bloomfield and Simsbury, running along the western shoulder of Route 189 (Blue Hills Avenue). The project begins at the intersection of Main Street and Route 189 in Simsbury and continues southeast approximately 0.84 miles along Route 189, terminating in Bloomfield at the limits of another segment of the multi-use trail being built by others.

Route 189 in this area was constructed by the Connecticut Department of Transportation (CT DOT) in the late 1950s by blasting and excavating the roadway alignment out of a traprock ridge on the western side of the Farmington River. Rock slopes were left at roughly 2V:1H grade. At the time of construction, drainage swales and a network of storm sewers were built at the base of the ridge in the roadway shoulder to collect runoff from the rock slopes and maintain roadway drainage.

2.2 Proposed Construction

We were provided by VHB with progress design plans dated September 2018. These plans call for a 10-foot wide, paved multi-use trail aligned between new guiderail and drainage swales. Five new catch basins are also planned to tie in to the existing storm sewers.

3. Exploration Procedures

3.1 Field Testing Procedures

Five (5) test borings (B-01 through B-05) and seventeen (17) augered probes (A-01 through A-17) were conducted along the proposed trail alignment. The test borings were conducted at proposed catch basin locations, while the augered probes were conducted at periodic intervals along the drainage swale (A-01 through A-11) and guiderail (A-12 through A-17) alignments. Seaboard Drilling, under subcontract to GEI, conducted this work between September 27 and October 1, 2018. A GEI representative observed the drilling procedures and classified the soil samples obtained. The borehole locations shown on the attached figures should be considered approximate until surveyed locations are obtained.

Each boring (B-01 through B-05) was advanced to the top of presumed bedrock or 6.0 feet below grade, whichever was encountered first. Standard Penetration Testing (SPT) and split-spoon sampling was performed continuously using a 140-pound automatic hammer. Only boring B-5 encountered presumed bedrock prior to 6.0 feet. Rock core sampling was attempted at this location but was unsuccessful in the broken-rock conditions. It is assumed that drill refusal occurred on over-blasted rock.

Each auger probe (A-01 through A-17) was advanced using hollow-stem augers to the top of presumed bedrock. No split-spoon samples were obtained from these probes. Soil descriptions on the probe logs were based on soil cuttings from the auger at the time of advancement.

After each boring and probe was completed, the hole was backfilled with drill cuttings. Soil samples obtained were placed in appropriately-identified containers and transported to the local GEI office for storage and laboratory assignment. Boring logs are attached in Appendix A.

3.2 Laboratory Testing

Laboratory testing was conducted on representative soil samples to confirm field identification and establish engineering characteristics for design. Tests performed by GeoTesting Express, under subcontract to GEI, included the following:

- Three (3) grain-size analyses with standard sieve set (ASTM D422)
- Three (3) moisture content tests (ASTM D2216)

Results of the laboratory testing program are attached in Appendix B.

4. Subsurface Conditions

4.1 Geologic Setting

Route 189 through this area, between Bloomfield and Tariffville, was cut into the eastern edge of the Holyoke Basalt formation, locally known as the “trap rock” ridgeline that runs on a general north-south alignment through the state. The trap rock landforms are generally described in geologic publications as highly fractured and asymmetrical, generally tilting towards the east, which causes steep west faces and more gentle east flanks. This formation is extensively mined in Connecticut, due to its inherent strength and blocky structure.

4.2 Subsurface Conditions

The generalized subsurface conditions based on the soil samples collected from the borings and observed in the auger probe cuttings are described below, beginning at the ground surface and proceeding downward. The subsurface conditions are known only at the sample locations, and the subsurface conditions may vary significantly from those described below at other locations.

Topsoil – A thin (less than 12 inches) layer of topsoil was encountered in all borings and most auger probes. These slightly organic surficial materials were generally classified as fine to coarse-grained sand with little silt fines and a trace of fine gravel.

Swale Paving – Two of the auger probes (A-05 and A-09) were advanced within the existing drainage swale just off the paved shoulder. The existing swale paving was encountered at ground surface, or just below some topsoil and ranged in thickness from 2 to 9 inches.

Sand and Gravel Subbase – The record drawings indicate that the Route 189 alignment was blasted out from the hillside to a variable depth below roadway grade. Granular subbase material was then placed below the roadway section and between the shoulder and rock slope. This material ranged in thickness from 1 to 5 feet in the borings and auger probes, with the thickness generally increasing moving away from the rock slope.

The granular subbase was classified as brown to reddish brown sand and gravel with a trace of silt fines.

Native Sand – Native sand was encountered in auger probe A-11, underlying sand and gravel subbase, extending to a depth of 13.5 feet.

Fractured Rock with Sand (overblast) – Loose, highly fractured basalt rock was encountered at most locations directly below the sand and gravel subbase fill. Our observations were

consistent with over-blast material, whereby the explosive charges break up rock below the planned excavation depth. In many locations, the rock became mixed with the overlying sand and gravel as it was placed. This material was classified as hard, angular blocks ranging in size typically from 4 to 8 inches, with occasional boulder-size rocks in excess of 12 inches. The test boring crew often had difficulty maintaining plumbness of the tools, due to the loose rock shifting during advancement.

Weathered Rock – Material more consistent with naturally (not mechanical breakage) weathered rock was encountered in borings B-01 and B-03 below the sand and gravel fill. These borings were terminated at their planned depths of 6.0 feet below grade.

The weathered rock was classified as dark gray gravel up to 1 inch in size, with red/brown or orange oxidation and little to some widely graded sand, packed in a tight matrix.

Table 1 – Drainage Swale Auger Probe Results

Boring ID	Sta.	Offset from Curb	Depth to Presumed Rock
A-01	13+00	16.5 ft	4.0 ft
A-02	17+75	14.5 ft	4.0 ft
A-03	21+00	11.0 ft	5.5 ft
A-04	25+25	8.5 ft	5.5 ft
A-05	26+15	10.7 ft	6.0 ft
A-06	28+00	2.0 ft	5.3 ft
A-07	29+50	7.0 ft	6.0 ft
A-08	34+50	12.3 ft	9.0 ft
A-09	36+00	5.6 ft	8.0 ft
A-10	38+50	13.0 ft	5.5 ft

Table 2 – Guiderail Auger Probe Results

Boring ID	Sta.	Offset from Curb	Depth to Presumed Rock
A-11	24+00	1.5 ft	13.5 ft
A-12	26+25	1.7 ft	9.0 ft
A-13	29+00	2.5 ft	5.5 ft
A-14	32+00	1.3 ft	6.5 ft
A-15	35+45	1.0 ft	8.0 ft
A-16	38+05	1.3 ft	8.5 ft
A-17	41+00	3.8 ft	6.0 ft

4.3 Groundwater Conditions

Groundwater was encountered in auger probe A-11 at a depth of 5.7 feet at the time of investigation. The remaining borings and auger probes were dry; however, samples were often damp near the top of rock.

Groundwater conditions are subject to seasonal and weather-related variations. Groundwater levels may be significantly different at other times and locations along the trail alignment.

5. Design Recommendations

5.1 Drainage Features

The borings indicate that competent rock can be expected typically at 4 to 6 feet below grade along the proposed drainage swales and 5.5 to 9 feet along the guiderail alignment. We do not expect the subsurface conditions to necessitate any changes in the current design or planned construction procedures for these elements.

Catch basins set approximately 4 to 4.5 feet below grade will likely be founded on broken, over-blast rock in most locations. As feasible, we recommend placing crushed stone up to 12 inches in thickness at the base of the excavations to provide a suitable cushion and working platform.

5.2 Rock Slope Assessment

The proposed trail alignment will be tucked in rather tightly against the existing rock slope on the west side of Route 189. We understand the slope will remain in its current alignment, as the project scope no longer includes any cutting back. Although rockfalls are less of a safety risk along shared-use paths, as compared to roadways, construction of this project warrants an investigation of the slope in its current condition and an assessment of the risks to future trail users.

Review of Record Documents

We obtained record drawings of this section of Route 189 and reviewed the construction details. The Route 189 alignment was notched out of the existing trap rock hillside using blasting techniques. The drawings show the rock slopes at a 2V:1H finished grade, with wider lateral offsets provided where the slope is highest on the south end of the alignment. A paved drainage swale was constructed alongside the roadway shoulder and a 10-foot wide bench was provided high on the slope where the finished slope height exceeds 40 feet. Beginning about 500 feet south of the town line and continuing north, a system of paved ditches was constructed just above the finished slope to direct and convey surface water into dedicated structures and pools located at the toe of the slope.

Site Inspection

Representatives of GEI visited the site to observe and document the rock slopes in their current condition. Based on offset from the trail, overall height, and observed condition, four representative “sites” were chosen along the trail alignment for closer inspection. Details such as rock fracture spacing and orientation, general weathering and hardness, joint condition, vegetation and water flow, and evidence of past rockfalls were documented for each site. Inspection reports are included in Appendix C for reference.

Results and Recommendations

We compared our observations of the rock slopes to standard risk assessment methods. We also estimated the capacity of the proposed drainage swale west of the trail to also act as catchment for any rockfall that does occur, using the Modified Ritchie design chart (Budetta, 2004).

In most locations, the proposed drainage swale is greater than 6 feet in width and the total lateral offset from the rock slope toe to the trail is greater than 10 feet. In these instances, we estimate the drainage swale will provide 60 to 70 percent rockfall catchment prior to impacting the trail. Where feasible, we recommend widening the drainage swale to a total minimum width of 8 feet at all locations adjacent to the rock slope. This relatively minor improvement would improve the overall catchment to between 70 and 85 percent.

There are some locations along the alignment where the rock slope is in close proximity, creating a pinch point and limiting the options for drainage and rockfall protection. Where project constraints preclude a catchment zone of 8 feet or more, as consisting of swale and/or turf areas between the slope toe and edge of trail, we recommend installing rockfall catchment barriers. From our review of the plans, we have identified three locations where barriers are recommended.

Table 3 – Recommended Rockfall Barrier Locations

Begin Sta.	End Sta.	Approx. Slope Height	Estimated Rockfall Size Range¹
26+95	28+00	15 to 20 ft.	12 to 24 inches
30+75	32+00	14 to 18 ft.	6 to 18 inches
39+75	41+00	35 ft.	12 to 24 inches

¹As estimated from observation of fracture spacing and previous rockfalls (talus) at toe

We recommend the rockfall barriers consist of medium-duty fencing designed for this purpose, such as GeoBrugg GBE 100A-R or similar, installed near the slope toe to a total height on the order of 6 to 8 feet. The manufacturer of the system chosen should be consulted to ensure proper selection of materials and anchorage for the site particulars. The data given in Table 3 and the attached slope inspection reports can be provided to aid in their evaluation.

6. Construction Considerations

6.1 General Trail Construction

Subgrade preparation should include the removal of all unsuitable surface materials within the trail section alignment. This includes surface vegetation, organic-laden topsoil, and any unstable surface or subsurface soils.

The trail bed should be proof-compacted using at least four passes of a vibratory compactor weighing at least 10 tons. Subgrades that become unstable (i.e. soft, yielding, rutting, pumping, etc.) under the action of proof-compaction may require selective undercutting or further stabilization. Stabilization, if required, may consist of removing and replacing unstable material with Granular Fill or, where unstable soils are thin and otherwise suitable, drying and compacting in place.

6.2 Catch Basin and Swale Excavations

The proposed drainage swales will be constructed primarily in moderately dense sand and gravel fill. Conventional excavation with light to moderate difficulty should be expected for this work.

Excavations for the new catch basins will extend approximately 5 feet below current grade. Loose, fractured over-blast rock should be expected starting at a depth of approximately 4 to 4.5 feet below grade. Based on our observations, in most instances this material can be excavated with standard equipment and procedures. If oversize material is encountered, the excavation may need to be widened to reach the planned bottom. Although the excavated material will typically be dry to damp, lenses of water perched on the underlying rock may be encountered after rainfall events.

6.3 Rock Slope Preparation and Maintenance

Under supervision of the Geotechnical Engineer, rock slopes should be scaled for any loose rock that could be a falling hazard to the trail or adjacent roadway. Rock slope scaling is the removal of loose overhangs, weathered pockets, or unconnected rock from the slope. Prior to scaling operations, all vegetation should be cleared from rock slopes to improve inspection, permit effective scaling of the rock, and allow for construction clearances.

Scaling operations may proceed either manually (with hand tools) or with mechanical assistance (backhoe, etc.) to pull loose rock and other debris from the slope. The Route 189 roadway must be protected with jersey barriers and/or fencing during all intrusive operations,

including scaling, on the slope. Scaling conducted from the top of the slope should be considered if the reach of the equipment in use is limited.

As part of this project, we would also recommend that the paved drainage swales that were constructed along the top of the slope be cleaned out and re-lined as necessary such that they can effectively serve their purpose and keep water from the rock slopes.

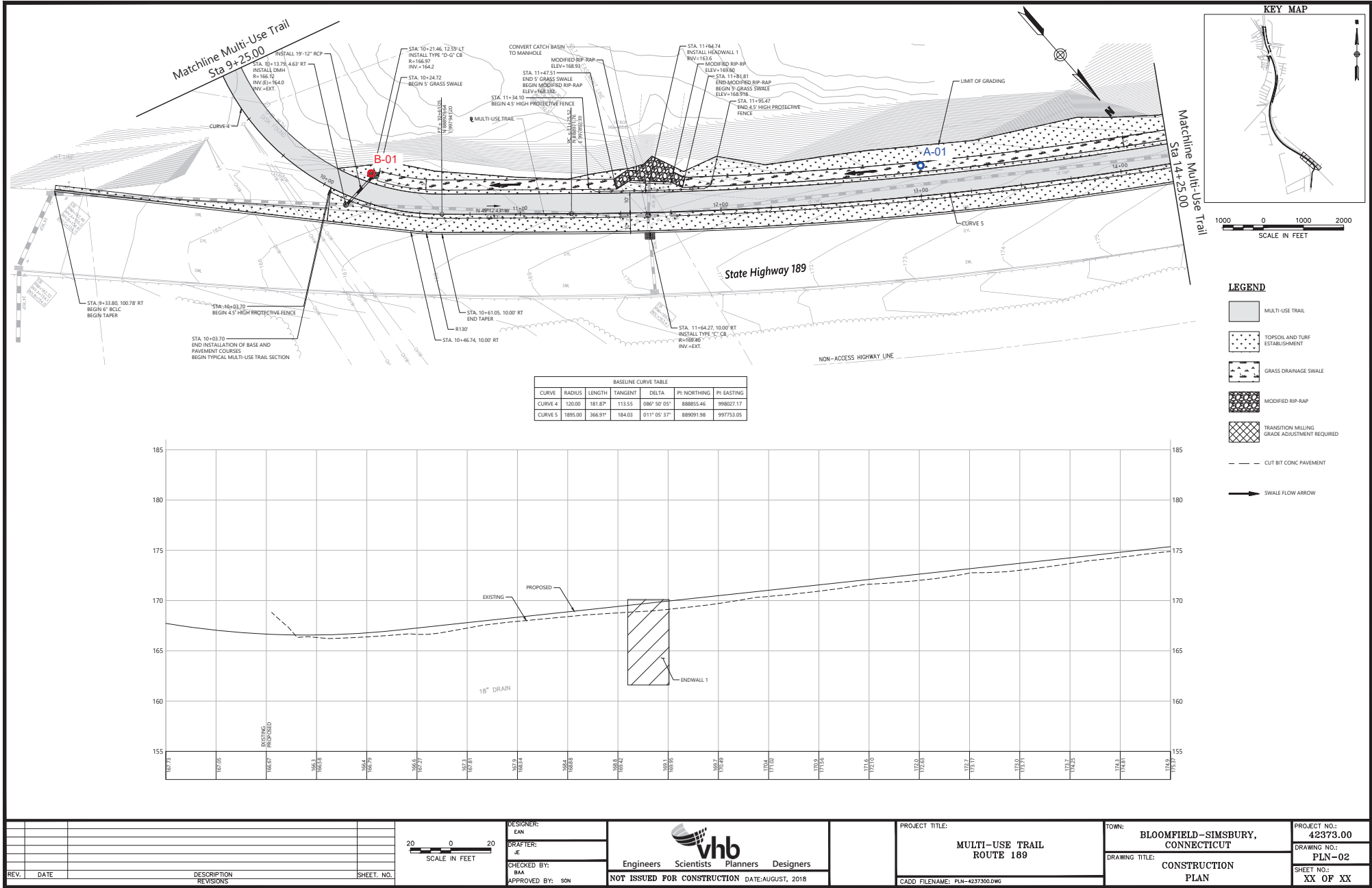
A continued maintenance program will be necessary to clear the slope toe and drainage swales of rockfall periodically. Occasional scaling of the rock slope will also likely be necessary to maintain safety. Appropriate 'Falling Rock' signage should be installed at regular intervals to notify bicyclists and pedestrians of potential hazard.

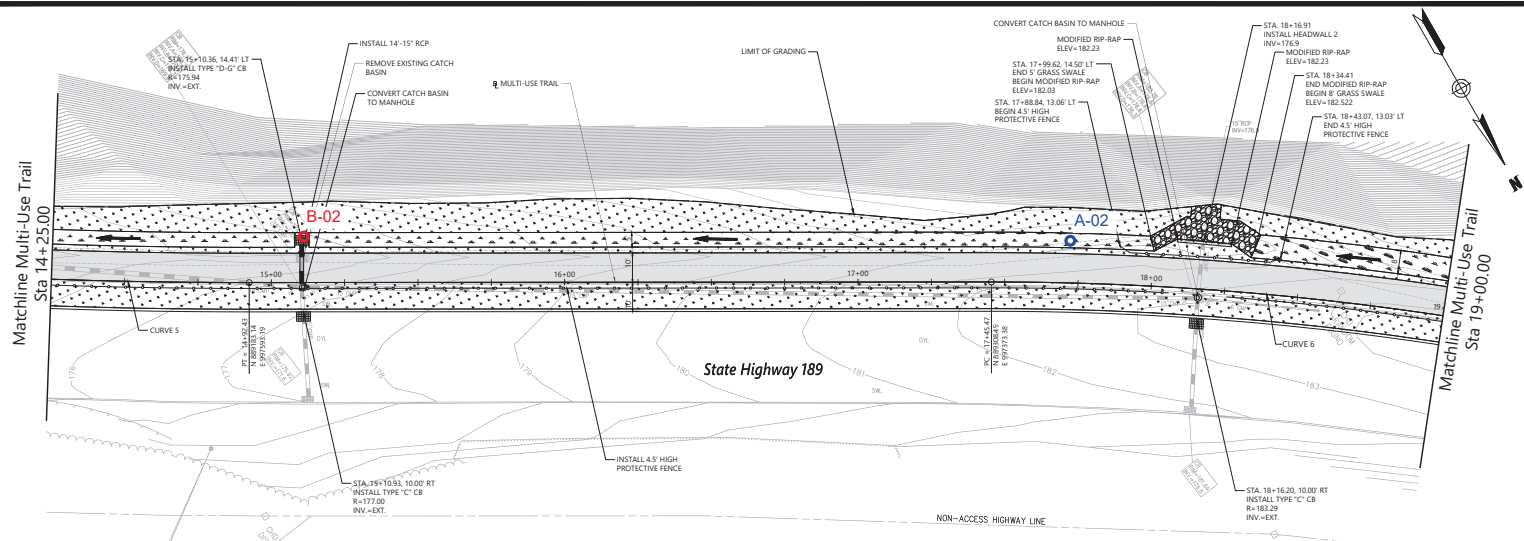
7. Limitations

This report was prepared for the use of the project team, exclusively. Our recommendations are based on the project information provided to us at the time of this report and may require modification if there are any changes in the nature, design, or location of the proposed trail. We cannot accept responsibility for designs based on our recommendations unless we are engaged to review the final plans and specifications to determine whether any changes in the project affect the validity of our recommendations, and whether our recommendations have been properly implemented in the design.

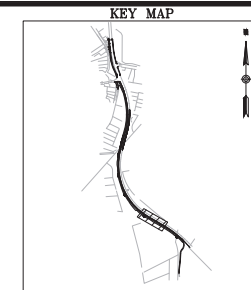
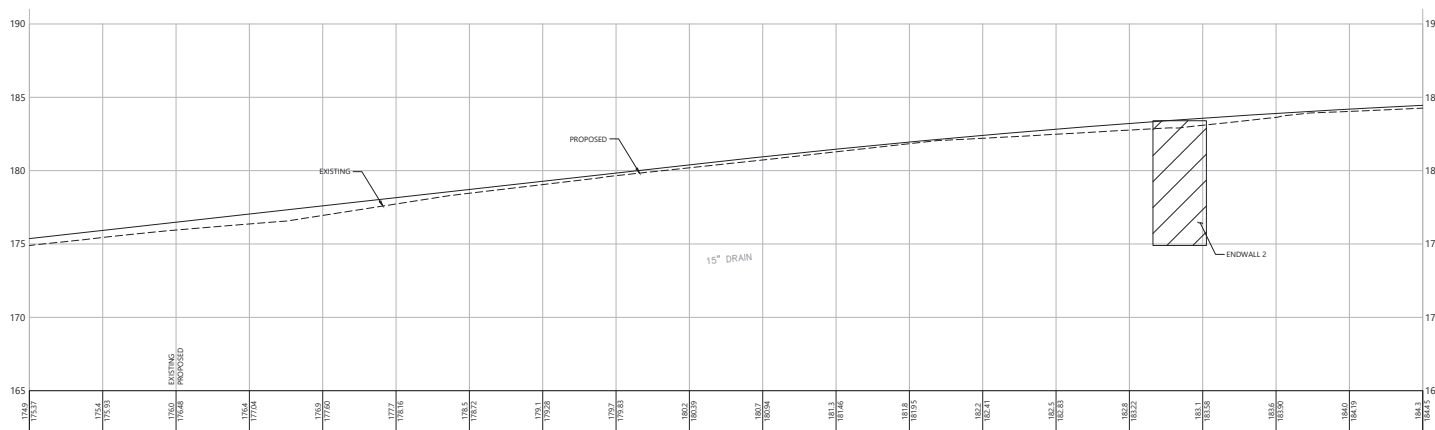
Our professional services for this project have been performed in accordance with generally accepted engineering practices. No warranty, expressed or implied, is made.

Figures





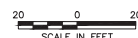
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CURVE 6	1025.00	678.91	352.43	037° 57' 00"	889483.08	997067.23



LEGEND

- MULTI-USE TRAIL
- TOPSOIL AND TURF ESTABLISHMENT
- GRASS DRAINAGE SWALE
- MODIFIED RIP-RAP
- TRANSITION MILLING GRADE ADJUSTMENT REQUIRED
- CUT BIT CONC PAVEMENT
- SWALE FLOW ARROW

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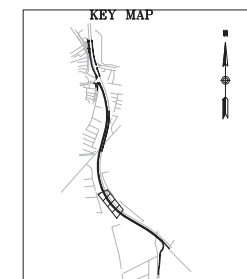
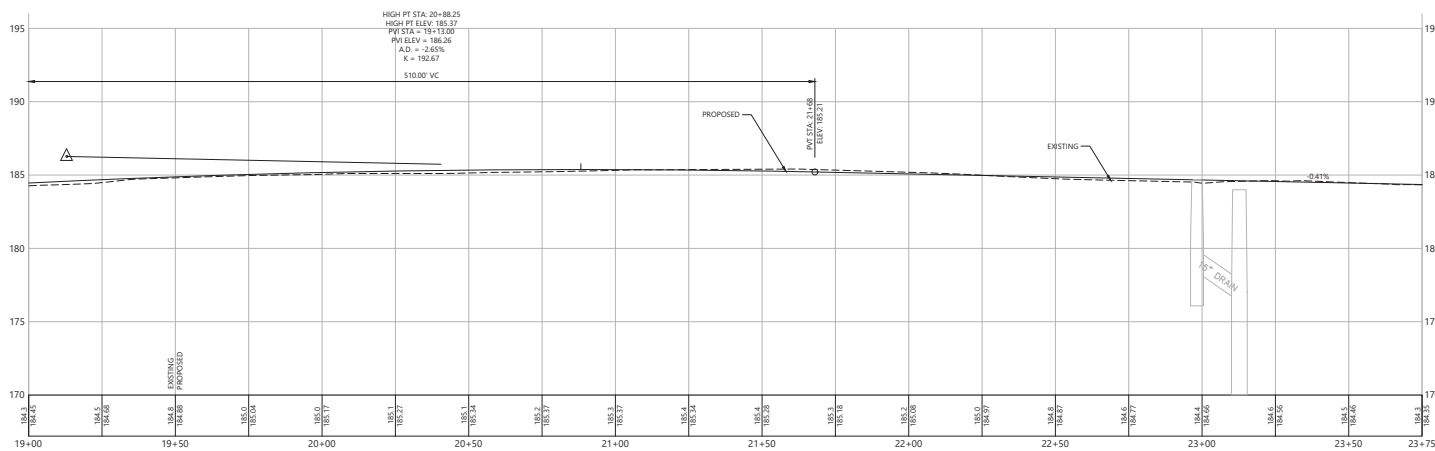
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NOT ISSUED FOR CONSTRUCTION DATE: AUGUST, 2018

PROJECT TITLE:
**MULTI-USE TRAIL
ROUTE 189**
CADD FILENAME: PLN-4237300.DWG

TOWN: **BLOOMFIELD-SIMSBURY,
CONNECTICUT**
DRAWING TITLE: **CONSTRUCTION
PLAN**

PROJECT NO.: **42373.00**
DRAWING NO.: **PLN-03**
SHEET NO.: **XX OF XX**

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SCALE IN FEET

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-
- Figure 1: Typical Swale Cross Section
- Legend:
- MULTI-USE TRAIL
 - TOPSOIL AND TURF ESTABLISHMENT
 - GRASS DRAINAGE SWALE
 - MODIFIED RIP-RAP
 - TRANSITION MILLING GRADE ADJUSTMENT REQUIRED
 - CUT BIT CONC PAVEMENT
 - SWALE FLOW ARROW

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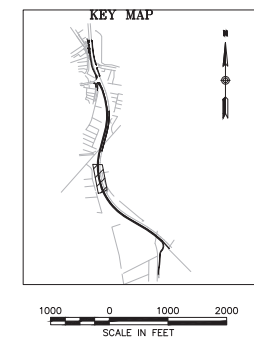
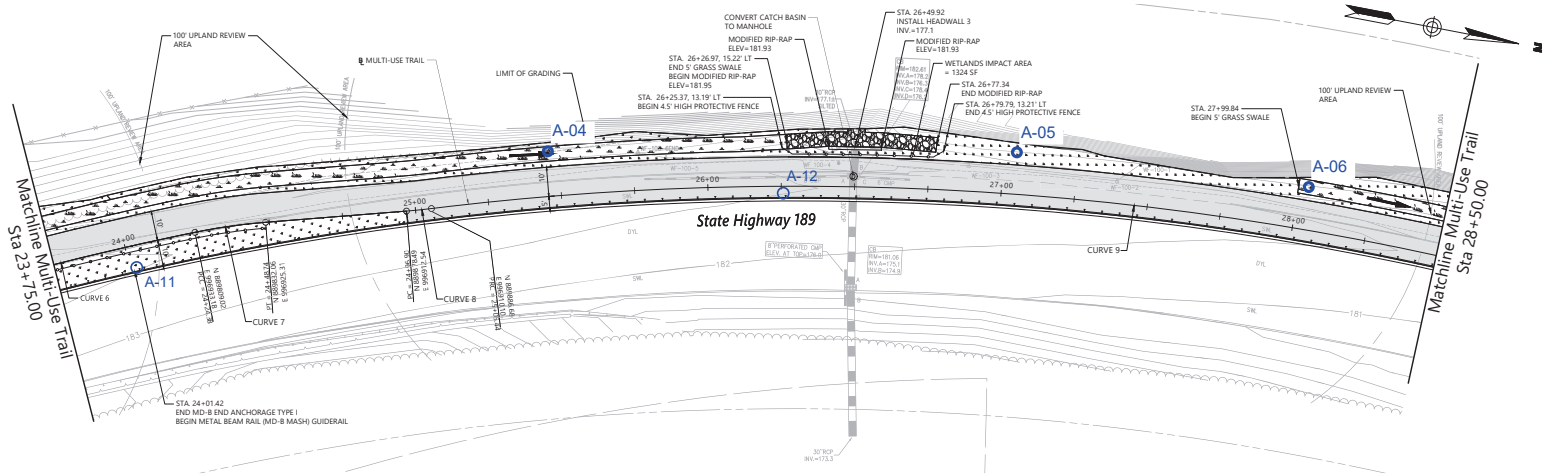
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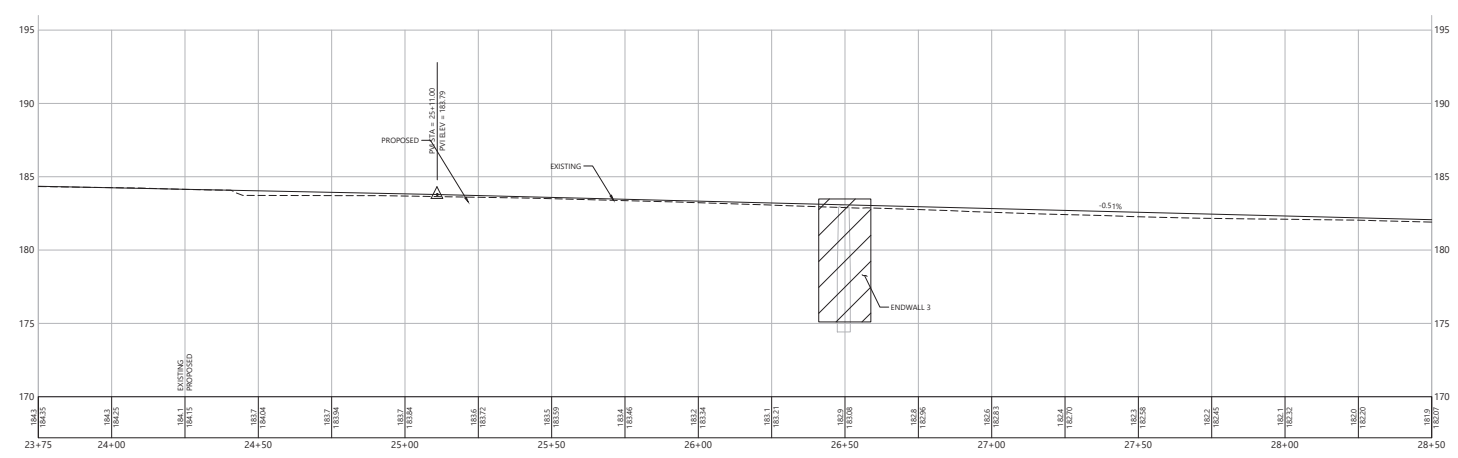
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DRAWING TITLE:	CONSTRUCTION PLAN

PROJECT NO.:	42373.00
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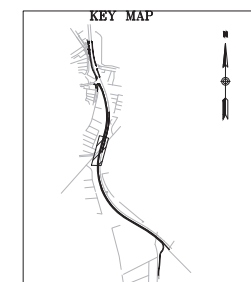
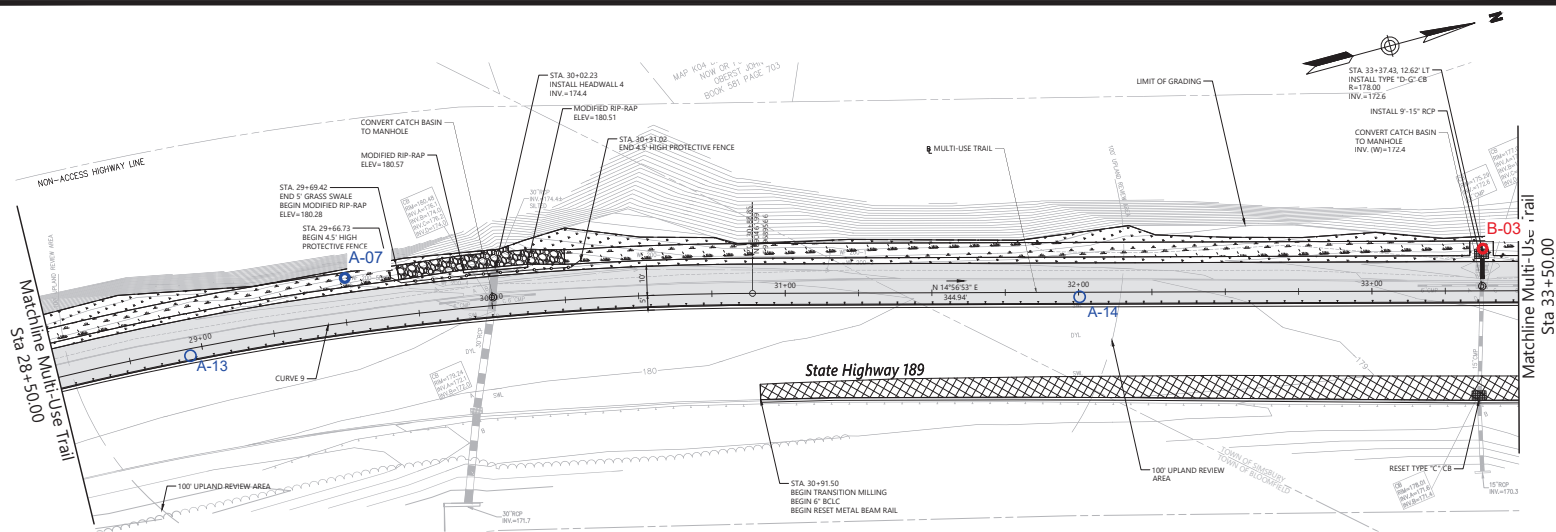


- LEGEND**
- MULTI-USE TRAIL
 - TOPSOIL AND TURF ESTABLISHMENT
 - GRASS DRAINAGE SWALE
 - MODIFIED RIP-RAP
 - TRANSITION MILLING GRADE ADJUSTMENT REQUIRED
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BASELINE CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	PI NORTHING	PI EASTING
CURVE 6	1025.00	678.91'	352.43	63° 57' 00"	889483.08	997067.23
CURVE 7	200.00	24.36'	12.20	00° 58' 43"	889820.30	996328.54
CURVE 8	200.00	8.54'	4.27	00° 26' 48"	889882.61	996911.40
CURVE 9	1020.00	583.41'	299.93	63° 46' 18"	890172.21	996818.29



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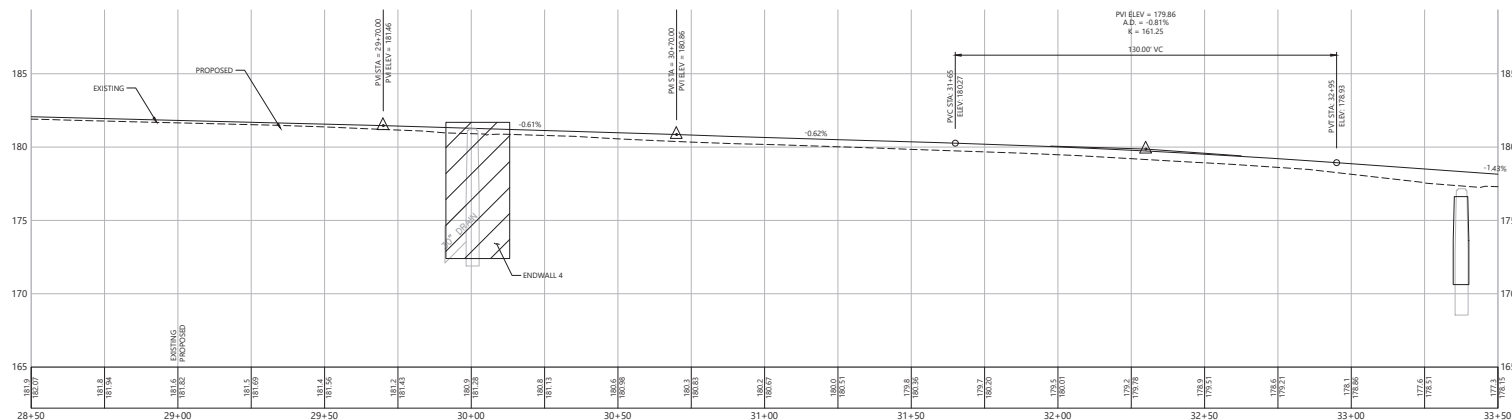


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SCALE IN FEET

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- MULTI-USE TRAIL
- TOPSOIL AND TURF ESTABLISHMENT
- GRASS DRAINAGE SWALE
- MODIFIED RIP-RAP
- TRANSITION MILLING GRADE ADJUSTMENT REQUIRED
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- SWALE FLOW ARROW

BASELINE CURVE TABLE					
CURVE	RADIUS	LENGTH	TANGENT	DELTA	PI NORTHING
CURVE 6	1025.00	678.91	352.43	037° 57' 00"	889483.08
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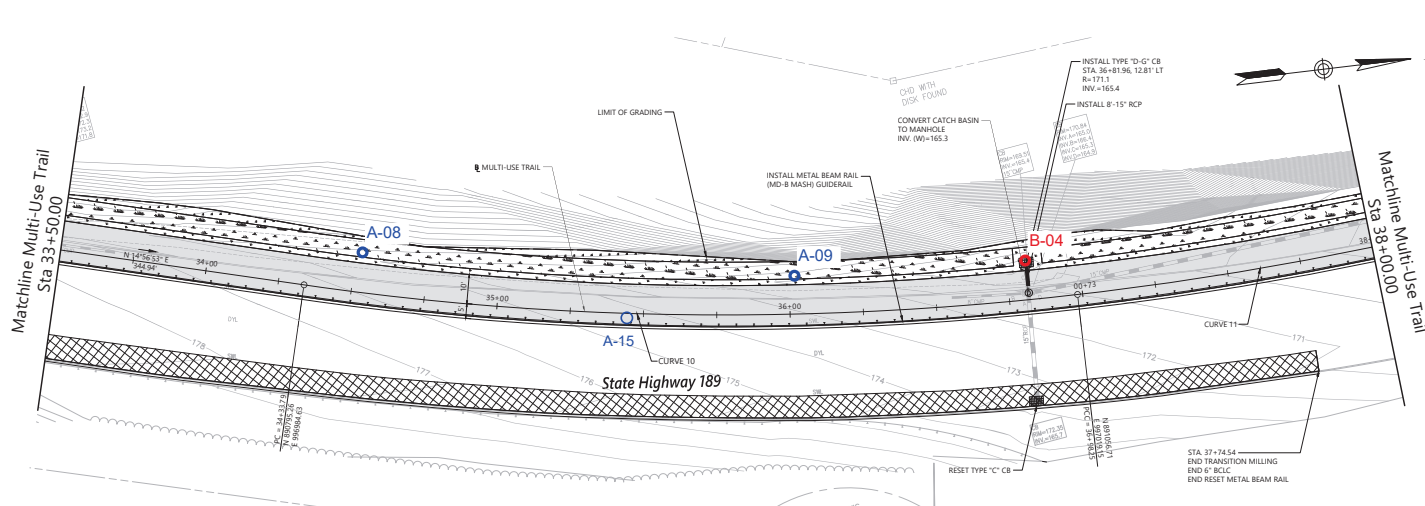
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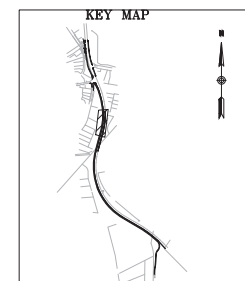
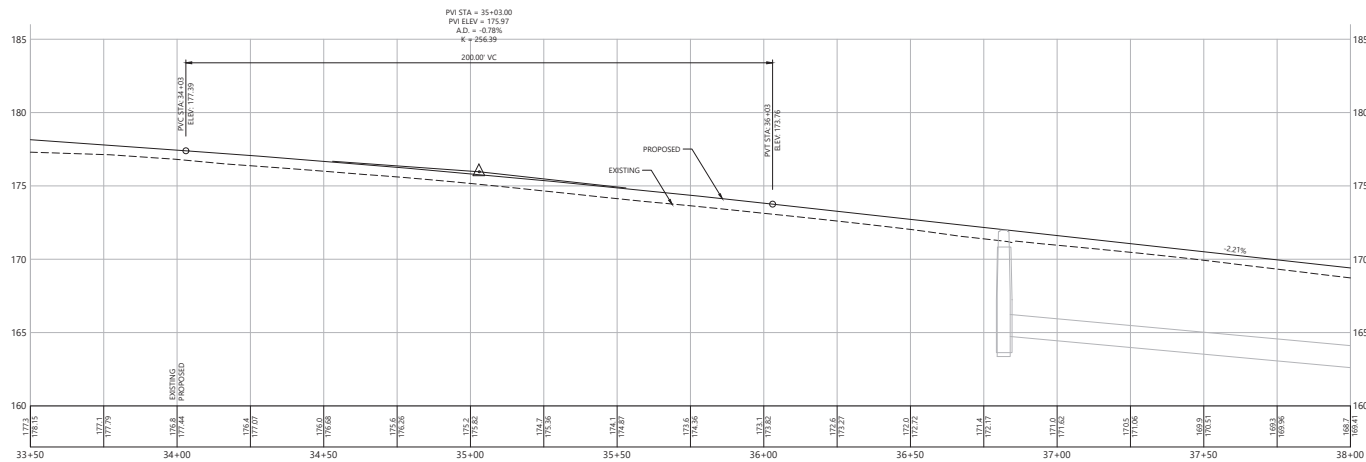
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TOWN:
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PLAN**

PROJECT NO.:
42373.00
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PLN-06
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XX OF XX



BASELINE CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	PI NORTHING	PI EASTING
CURVE 10	1020.00	264.40'	132.98	014° 51' 20"	890923.74	997018.93
CURVE 11	1190.00	352.98'	177.80	016° 59' 43"	891234.51	997019.44



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SCALE IN FEET

LEGEND

- MULTI-USE TRAIL
- TOPSOIL AND TURF ESTABLISHMENT
- GRASS DRAINAGE SWALE
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- CUT BIT CONC PAVEMENT
- SWALE FLOW ARROW

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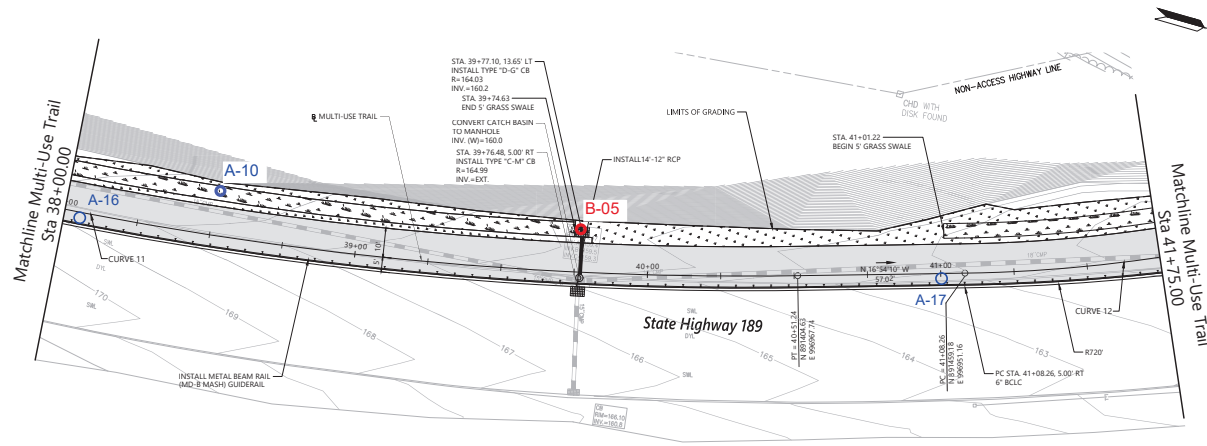
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NOT ISSUED FOR CONSTRUCTION DATE: AUGUST, 2018

PROJECT TITLE:
**MULTI-USE TRAIL
ROUTE 189**

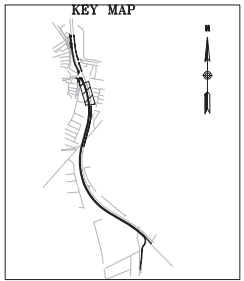
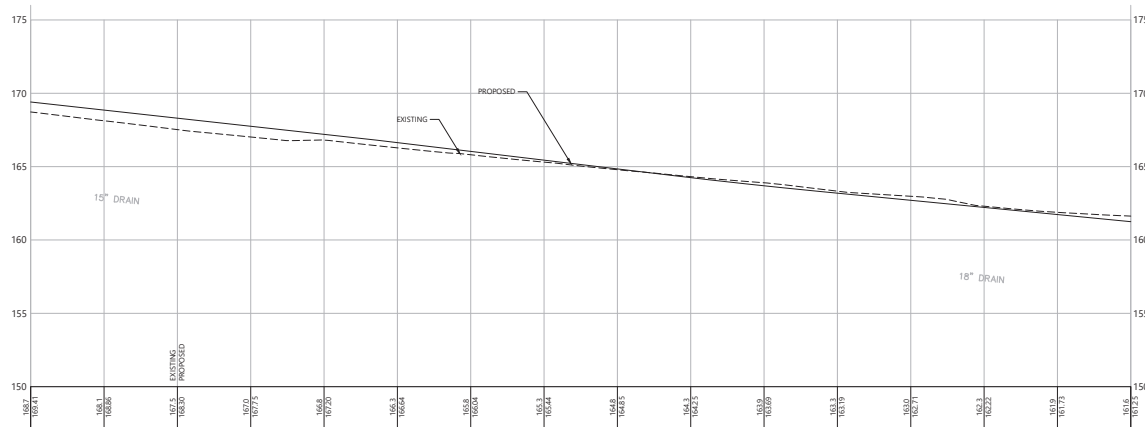
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TOWN: **BLOOMFIELD-SIMSBURY,
CONNECTICUT**
DRAWING TITLE: **CONSTRUCTION
PLAN**

PROJECT NO.: **42373.00**
DRAWING NO.: **PLN-07**
SHEET NO.: **XX OF XX**



BASELINE CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	PC NORTHING	PT EASTING
CURVE 11	1190.00	352.98	177.80	016° 58' 43"	891234.51	997019.44
CURVE 12	500.00	145.08	73.05	016° 37' 28"	891529.08	996929.93



- LEGEND**
- MULTI-USE TRAIL
 - TOPSOIL AND TURF ESTABLISHMENT
 - GRASS DRAINAGE SWALE
 - MODIFIED RIP-RAP
 - TRANSITION MILLING GRADE ADJUSTMENT REQUIRED
 - CUT BIT CONC PAVEMENT
 - SWALE FLOW ARROW

REV.	DATE	DESCRIPTION	SHEET. NO.



DESIGNER:
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APPROVED BY: SON

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Engineers Scientists Planners Designers
NOT ISSUED FOR CONSTRUCTION DATE: AUGUST, 2018

PROJECT TITLE:
**MULTI-USE TRAIL
ROUTE 189**
CADD FILENAME: PLN-4237300.DWG

TOWN: **BLOOMFIELD-SIMSBURY,
CONNECTICUT**
DRAWING TITLE: **CONSTRUCTION
PLAN**
PROJECT NO.: **42373.00**
DRAWING NO.: **PLAN-08**
SHEET NO.: **XX OF XX**

Appendix A

Exploration Logs

Driller: D. Feeley	Connecticut DOT Boring Report				Hole No.: A-01			
Inspector: L. McKiernan	Town: Bloomfield/ Simsbury, Connecticut				Stat./Offset: 13+00			
Engineer: GEI	Project No.: 1802950				Northing:			
Start Date: 10-1-18	Route No.:				Easting:			
Finish Date: 10-1-18	Bridge No.:				Surface Elevation:			
Project Description: Bloomfield Tariffville Multi-Use Trail								
Casing Size/Type: " ID / " OD		Sampler Type/Size: NA/NA " OD			Core Barrel Type: NA			
Hammer Type: NA		Hammer Wt.: Fall:						
Groundwater Observations:								
Depth (ft)	SAMPLES					Generalized Strata Description	Material Description and Notes	Elevation (ft)
	Sample Type/No.	Blows on Sampler per 6 inches	Pen. (in.)	Rec. (in.)	RQD %			
0						<div>TOPSOIL</div> <div>SUBBASE</div> <div>ROCK</div>	Augered probe - No sampling 3 inches Topsoil 0.25-2.0 ft: Sand and Gravel SUBBASE 2.0-4.0 ft: Fractured ROCK with SAND (likely overblast) Hard resistance and grinding, cuttings are angular gravel up to 5-in. Auger Refusal at 4.0 ft.	
End of Boring at 4 ft. Backfilled with cuttings upon completion.								
Sample Type: S = Split Spoon R = Rock Core T = Undisturbed Piston V = Vane Shear Test Proportions Used: Trace = 1 - 10%, Little = 10 - 20%, Some = 20 - 35%, And = 35 - 50%								
Total Penetration in			NOTES:				Sheet 1 of 1 SM-001-M REV. 1/02	
Earth: 4 ft. Rock: 0 ft.								
No. of Soil Samples: 0			No. of Core Runs: 0					

Driller: D. Feeley	Connecticut DOT Boring Report				Hole No.: A-02			
Inspector: L. McKiernan	Town: Bloomfield/ Simsbury, Connecticut				Stat./Offset: 17+75			
Engineer: GEI	Project No.: 1802950				Northing:			
Start Date: 10-1-18	Route No.:				Easting:			
Finish Date: 10-1-18	Bridge No.:				Surface Elevation:			
Project Description: Bloomfield Tariffville Multi-Use Trail								
Casing Size/Type: " ID / " OD		Sampler Type/Size: NA/NA " OD			Core Barrel Type: NA			
Hammer Type: NA		Hammer Wt.: Fall:						
Groundwater Observations:								
Depth (ft)	SAMPLES					Generalized Strata Description	Material Description and Notes	Elevation (ft)
	Sample Type/No.	Blows on Sampler per 6 inches	Pen. (in.)	Rec. (in.)	RQD %			
0						TOPSOIL	Augered probe - No sampling 4 inches Topsoil 0.3-2.0 ft: Sand and Gravel SUBBASE Brown F-C SAND, some f-c gravel up to 1.5", dry.	
						SUBBASE		
						ROCK		
End of Boring at 4 ft. Backfilled with cuttings upon completion.								
Sample Type: S = Split Spoon R = Rock Core T = Undisturbed Piston V = Vane Shear Test Proportions Used: Trace = 1 - 10%, Little = 10 - 20%, Some = 20 - 35%, And = 35 - 50%								
Total Penetration in			NOTES:				Sheet 1 of 1 SM-001-M REV. 1/02	
Earth: 4 ft. Rock: 0 ft.								
No. of Soil Samples: 0			No. of Core Runs: 0					

Driller: D. Feeley	Connecticut DOT Boring Report				Hole No.: A-03			
Inspector: L. McKiernan	Town: Bloomfield/ Simsbury, Connecticut				Stat./Offset: 21+00			
Engineer: GEI	Project No.: 1802950				Northing:			
Start Date: 10-1-18	Route No.:				Easting:			
Finish Date: 10-1-18	Bridge No.:				Surface Elevation:			
Project Description: Bloomfield Tariffville Multi-Use Trail								
Casing Size/Type: " ID / " OD		Sampler Type/Size: NA/NA " OD			Core Barrel Type: NA			
Hammer Type: NA		Hammer Wt.: Fall:						
Groundwater Observations:								
Depth (ft)	SAMPLES					Generalized Strata Description	Material Description and Notes	Elevation (ft)
	Sample Type/No.	Blows on Sampler per 6 inches	Pen. (in.)	Rec. (in.)	RQD %			
0						TOPSOIL	Augered probe - No sampling 3 inches Topsoil 0.25-2.5 ft: Sand and Gravel SUBBASE Brown F-C SAND, some f-c gravel up to 1.5", trace silt, dry. Increased gravel at 2.0 ft 2.5-5.5 ft: Fractured ROCK with SAND (likely overblast) Hard resistance and grinding, cuttings are angular gravel up to 4-in.	
						SUBBASE		
						ROCK		
5							Auger Refusal at 5.5 ft.	
End of Boring at 5.5 ft. Backfilled with cuttings upon completion.								
Sample Type: S = Split Spoon R = Rock Core T = Undisturbed Piston V = Vane Shear Test Proportions Used: Trace = 1 - 10%, Little = 10 - 20%, Some = 20 - 35%, And = 35 - 50%								
Total Penetration in			NOTES:				Sheet 1 of 1 SM-001-M REV. 1/02	
Earth: 5.5 ft. Rock: 0 ft.								
No. of Soil Samples: 0			No. of Core Runs: 0					

Driller: D. Robeau	Connecticut DOT Boring Report				Hole No.: A-04			
Inspector: L. McKiernan	Town: Bloomfield/ Simsbury, Connecticut				Stat./Offset: 25+25			
Engineer: GEI	Project No.: 1802950				Northing:			
Start Date: 9-28-18	Route No.:				Easting:			
Finish Date: 9-28-18	Bridge No.:				Surface Elevation:			
Project Description: Bloomfield Tariffville Multi-Use Trail								
Casing Size/Type: " ID / " OD		Sampler Type/Size: NA/NA " OD			Core Barrel Type: NA			
Hammer Type: NA		Hammer Wt.: Fall:						
Groundwater Observations:								
Depth (ft)	SAMPLES					Generalized Strata Description	Material Description and Notes	Elevation (ft)
	Sample Type/No.	Blows on Sampler per 6 inches	Pen. (in.)	Rec. (in.)	RQD %			
0						TOPSOIL	Augered probe - No sampling 4 inches Topsoil 0.33-3.0 ft: Sand and Gravel SUBBASE Red/brown F-C SAND and rounded F-C GRAVEL up to 4", dry. 3.0-5.5 ft: Fractured ROCK (likely overblast) Hard resistance and grinding, cuttings are angular gravel up to 5-in. Auger Refusal at 5.5 ft.	
						SUBBASE		
5						ROCK		
End of Boring at 5.5 ft. Backfilled with cuttings upon completion.								
Sample Type: S = Split Spoon R = Rock Core T = Undisturbed Piston V = Vane Shear Test Proportions Used: Trace = 1 - 10%, Little = 10 - 20%, Some = 20 - 35%, And = 35 - 50%								
Total Penetration in Earth: 5.5 ft. Rock: 0 ft.			NOTES:				Sheet 1 of 1	
No. of Soil Samples: 0			No. of Core Runs: 0				SM-001-M REV. 1/02	

Driller: D. Robeau	Connecticut DOT Boring Report				Hole No.: A-05			
Inspector: L. McKiernan	Town: Bloomfield/ Simsbury, Connecticut				Stat./Offset: 26+15			
Engineer: GEI	Project No.: 1802950				Northing:			
Start Date: 9-28-18	Route No.:				Easting:			
Finish Date: 9-28-18	Bridge No.:				Surface Elevation:			
Project Description: Bloomfield Tariffville Multi-Use Trail								
Casing Size/Type: " ID / " OD		Sampler Type/Size: NA/NA " OD			Core Barrel Type: NA			
Hammer Type: NA		Hammer Wt.: Fall:						
Groundwater Observations:								
Depth (ft)	SAMPLES					Generalized Strata Description	Material Description and Notes	Elevation (ft)
	Sample Type/No.	Blows on Sampler per 6 inches	Pen. (in.)	Rec. (in.)	RQD %			
0						ASPHALT SUBBASE	Augered probe - No sampling 2 inches Asphalt 0.2-2.0 ft: Sand and Gravel SUBBASE	
5						ROCK	2.0-6.0 ft: Fractured ROCK with SAND (likely overblast) Driller notes tough resistance and grinding.	
<p>Auger Refusal at 6.0 ft.</p> <p>End of Boring at 6 ft.</p> <p>Backfilled with cuttings upon completion.</p>								
<p>Sample Type: S = Split Spoon R = Rock Core T = Undisturbed Piston V = Vane Shear Test</p> <p>Proportions Used: Trace = 1 - 10%, Little = 10 - 20%, Some = 20 - 35%, And = 35 - 50%</p>								
Total Penetration in			NOTES:				Sheet 1 of 1 SM-001-M REV. 1/02	
Earth: 6 ft. Rock: 0 ft.								
No. of Soil Samples: 0			No. of Core Runs: 0					

Driller: D. Robeau	Connecticut DOT Boring Report				Hole No.: A-06			
Inspector: L. McKiernan	Town: Bloomfield/ Simsbury, Connecticut				Stat./Offset: 28+00			
Engineer: GEI	Project No.: 1802950				Northing:			
Start Date: 9-28-18	Route No.:				Easting:			
Finish Date: 9-28-18	Bridge No.:				Surface Elevation:			
Project Description: Bloomfield Tariffville Multi-Use Trail								
Casing Size/Type: " ID / " OD		Sampler Type/Size: NA/NA " OD			Core Barrel Type: NA			
Hammer Type: NA		Hammer Wt.: Fall:						
Groundwater Observations:								
Depth (ft)	SAMPLES					Generalized Strata Description	Material Description and Notes	Elevation (ft)
	Sample Type/No.	Blows on Sampler per 6 inches	Pen. (in.)	Rec. (in.)	RQD %			
0						TOPSOIL	Augered probe - No sampling 4 inches Topsoil 0.3-5.33 ft: Sand and Gravel SUBBASE w COBBLES. Red/brown F-C SAND and rounded F-C GRAVEL and COBBLES up to 9", trace silt, dry.	
						SUBBASE		
5							Auger Refusal at 5.3 ft.	
<p>End of Boring at 5.3 ft.</p> <p>Backfilled with cuttings upon completion.</p>								
<p>Sample Type: S = Split Spoon R = Rock Core T = Undisturbed Piston V = Vane Shear Test</p> <p>Proportions Used: Trace = 1 - 10%, Little = 10 - 20%, Some = 20 - 35%, And = 35 - 50%</p>								
Total Penetration in			NOTES:				Sheet 1 of 1 SM-001-M REV. 1/02	
Earth: 5.3 ft. Rock: 0 ft.								
No. of Soil Samples: 0			No. of Core Runs: 0					

Driller: D. Robeau	Connecticut DOT Boring Report				Hole No.: A-07			
Inspector: L. McKiernan	Town: Bloomfield/ Simsbury, Connecticut				Stat./Offset: 29+50			
Engineer: GEI	Project No.: 1802950				Northing:			
Start Date: 9-28-18	Route No.:				Easting:			
Finish Date: 9-28-18	Bridge No.:				Surface Elevation:			
Project Description: Bloomfield Tariffville Multi-Use Trail								
Casing Size/Type: " ID / " OD		Sampler Type/Size: NA/NA " OD			Core Barrel Type: NA			
Hammer Type: NA		Hammer Wt.: Fall:						
Groundwater Observations:								
Depth (ft)	SAMPLES					Generalized Strata Description	Material Description and Notes	Elevation (ft)
	Sample Type/No.	Blows on Sampler per 6 inches	Pen. (in.)	Rec. (in.)	RQD %			
0						TOPSOIL	Augered probe - No sampling 2 inches Topsoil 0.2-6.0 ft: Fractured ROCK with SAND (likely overblast) Tough resistance and grinding noted. HSA has difficulty remaining plumb through advance. Cuttings consist of angular fractured rock 2-4" diam.	
5						ROCK		
<p>Auger Refusal at 6.0 ft.</p> <p>End of Boring at 6 ft.</p> <p>Backfilled with cuttings upon completion.</p>								
<p>Sample Type: S = Split Spoon R = Rock Core T = Undisturbed Piston V = Vane Shear Test</p> <p>Proportions Used: Trace = 1 - 10%, Little = 10 - 20%, Some = 20 - 35%, And = 35 - 50%</p>								
Total Penetration in			NOTES:				Sheet 1 of 1 SM-001-M REV. 1/02	
Earth: 6 ft. Rock: 0 ft.								
No. of Soil Samples: 0			No. of Core Runs: 0					

Driller: D. Robeau	Connecticut DOT Boring Report				Hole No.: A-08			
Inspector: L. McKiernan	Town: Bloomfield/ Simsbury, Connecticut				Stat./Offset: 34+50			
Engineer: GEI	Project No.: 1802950				Northing:			
Start Date: 9-27-18	Route No.:				Easting:			
Finish Date: 9-27-18	Bridge No.:				Surface Elevation:			
Project Description: Bloomfield Tariffville Multi-Use Trail								
Casing Size/Type: " ID / " OD		Sampler Type/Size: NA/NA " OD			Core Barrel Type: NA			
Hammer Type: NA		Hammer Wt.: Fall:						
Groundwater Observations:								
Depth (ft)	SAMPLES					Generalized Strata Description	Material Description and Notes	Elevation (ft)
	Sample Type/No.	Blows on Sampler per 6 inches	Pen. (in.)	Rec. (in.)	RQD %			
0						TOPSOIL	Augered probe - No sampling 10 inches Topsoil	
						SUBBASE	0.8-3.5 ft: Sand and Gravel SUBBASE	
						ROCK	3.5-9.0 ft: Fractured ROCK with SAND (likely overblast)	
5								
							Auger Refusal on likely rock at 9.0 ft.	
End of Boring at 9 ft.								
Backfilled with cuttings upon completion.								
Sample Type: S = Split Spoon R = Rock Core T = Undisturbed Piston V = Vane Shear Test Proportions Used: Trace = 1 - 10%, Little = 10 - 20%, Some = 20 - 35%, And = 35 - 50%								
Total Penetration in			NOTES:				Sheet 1 of 1 SM-001-M REV. 1/02	
Earth: 9 ft. Rock: 0 ft.								
No. of Soil Samples: 0			No. of Core Runs: 0					

Driller: D. Robeau	Connecticut DOT Boring Report				Hole No.: A-09			
Inspector: L. McKiernan	Town: Bloomfield/ Simsbury, Connecticut				Stat./Offset: 36+00			
Engineer: GEI	Project No.: 1802950				Northing:			
Start Date: 9-27-18	Route No.:				Easting:			
Finish Date: 9-27-18	Bridge No.:				Surface Elevation:			
Project Description: Bloomfield Tariffville Multi-Use Trail								
Casing Size/Type: " ID / " OD		Sampler Type/Size: NA/NA " OD			Core Barrel Type: NA			
Hammer Type: NA		Hammer Wt.: Fall:						
Groundwater Observations:								
Depth (ft)	SAMPLES					Generalized Strata Description	Material Description and Notes	Elevation (ft)
	Sample Type/No.	Blows on Sampler per 6 inches	Pen. (in.)	Rec. (in.)	RQD %			
0						TOPSOIL ASPHALT ROCK	Augered probe - No sampling 3 inches Topsoil 3-12 inches Asphalt 1.0-8.0 ft: Fractured ROCK with SAND (likely overblast) Rock rounded from 3.5 to 5.0 ft below grade, and more angular after 5.0 ft ranging in size from 2-6" diam.	
5								
<p>Auger Refusal at 8.0 ft.</p> <p>End of Boring at 8 ft.</p> <p>Backfilled with cuttings upon completion.</p>								
<p>Sample Type: S = Split Spoon R = Rock Core T = Undisturbed Piston V = Vane Shear Test</p> <p>Proportions Used: Trace = 1 - 10%, Little = 10 - 20%, Some = 20 - 35%, And = 35 - 50%</p>								
Total Penetration in			NOTES:				Sheet 1 of 1 SM-001-M REV. 1/02	
Earth: 8 ft. Rock: 0 ft.								
No. of Soil Samples: 0			No. of Core Runs: 0					

Driller: D. Robeau	Connecticut DOT Boring Report				Hole No.: A-10			
Inspector: L. McKiernan	Town: Bloomfield/ Simsbury, Connecticut				Stat./Offset: 38+50			
Engineer: GEI	Project No.: 1802950				Northing:			
Start Date: 9-27-18	Route No.:				Easting:			
Finish Date: 9-27-18	Bridge No.:				Surface Elevation:			
Project Description: Bloomfield Tariffville Multi-Use Trail								
Casing Size/Type: " ID / " OD		Sampler Type/Size: NA/NA " OD			Core Barrel Type: NA			
Hammer Type: NA		Hammer Wt.: Fall:						
Groundwater Observations:								
Depth (ft)	SAMPLES					Generalized Strata Description	Material Description and Notes	Elevation (ft)
	Sample Type/No.	Blows on Sampler per 6 inches	Pen. (in.)	Rec. (in.)	RQD %			
0						TOPSOIL	Augered probe - No sampling 5 inches Topsoil 0.4-1.0 ft: Sand and Gravel SUBBASE Red/brown F-C SAND and F-C GRAVEL up to 1.5", trace silt, dry. 1.0-5.5 ft: Fractured ROCK with SAND (likely overblast) Angular rock ranging in size from 2-10" diam.	
						SUBBASE		
						ROCK		
5							Auger Refusal at 5.5 ft.	
End of Boring at 5.5 ft. Backfilled with cuttings upon completion.								
Sample Type: S = Split Spoon R = Rock Core T = Undisturbed Piston V = Vane Shear Test Proportions Used: Trace = 1 - 10%, Little = 10 - 20%, Some = 20 - 35%, And = 35 - 50%								
Total Penetration in			NOTES:					Sheet 1 of 1 SM-001-M REV. 1/02
Earth: 5.5 ft. Rock: 0 ft.								
No. of Soil Samples: 0			No. of Core Runs: 0					

Driller: D. Robeau	Connecticut DOT Boring Report				Hole No.: A-11			
Inspector: L. McKiernan	Town: Bloomfield/ Simsbury, Connecticut				Stat./Offset: 24+00			
Engineer: GEI	Project No.: 1802950				Northing:			
Start Date: 9-28-18	Route No.:				Easting:			
Finish Date: 9-28-18	Bridge No.:				Surface Elevation:			
Project Description: Bloomfield Tariffville Multi-Use Trail								
Casing Size/Type: " ID / " OD		Sampler Type/Size: NA/NA " OD			Core Barrel Type: NA			
Hammer Type: NA		Hammer Wt.: Fall:						
Groundwater Observations: 5.7ft.								
Depth (ft)	SAMPLES					Generalized Strata Description	Material Description and Notes	Elevation (ft)
	Sample Type/No.	Blows on Sampler per 6 inches	Pen. (in.)	Rec. (in.)	RQD %			
0						TOPSOIL	Augered probe - No sampling 4 inches Topsoil 0.3-5.0 ft: Sand and Gravel SUBBASE Red/brown F-C SAND, some f-c rounded gravel up to 3", trace silt, dry.	
						SUBBASE		
5						SAND & GRAVEL		
10							Red/brown F-C GRAVEL up to 2", some f-c sand, little NP-LP fines, moist to wet.	
							Auger Refusal at 13.5 ft.	
End of Boring at 13.5 ft.								
Backfilled with cuttings upon completion.								
Sample Type: S = Split Spoon R = Rock Core T = Undisturbed Piston V = Vane Shear Test Proportions Used: Trace = 1 - 10%, Little = 10 - 20%, Some = 20 - 35%, And = 35 - 50%								
Total Penetration in			NOTES:				Sheet 1 of 1	
Earth: 13.5 ft. Rock: 0 ft.								
No. of Soil Samples: 0			No. of Core Runs: 0				SM-001-M REV. 1/02	

Driller: D. Robeau	Connecticut DOT Boring Report				Hole No.: A-12			
Inspector: L. McKiernan	Town: Bloomfield/ Simsbury, Connecticut				Stat./Offset: 26+25			
Engineer: GEI	Project No.: 1802950				Northing:			
Start Date: 9-28-18	Route No.:				Easting:			
Finish Date: 9-28-18	Bridge No.:				Surface Elevation:			
Project Description: Bloomfield Tariffville Multi-Use Trail								
Casing Size/Type: " ID / " OD		Sampler Type/Size: NA/NA " OD			Core Barrel Type: NA			
Hammer Type: NA		Hammer Wt.: Fall:						
Groundwater Observations:								
Depth (ft)	SAMPLES					Generalized Strata Description	Material Description and Notes	Elevation (ft)
	Sample Type/No.	Blows on Sampler per 6 inches	Pen. (in.)	Rec. (in.)	RQD %			
0						SUBBASE	Augered probe - No sampling 0-2.5 ft: Sand and Gravel SUBBASE Red/brown F-C SAND and F-C GRAVEL up to 3", trace silt, dry.	
5						ROCK	2.5-9.0 ft: Fractured ROCK with SAND (likely overblast) Difficulty maintaining augers plumb due to larger rocks 4"-6" diam.	
<p>Difficult drilling noted at 8.5 ft. Auger Refusal at 9.0 ft.</p> <p>End of Boring at 9 ft.</p> <p>Backfilled with cuttings upon completion.</p>								
<p>Sample Type: S = Split Spoon R = Rock Core T = Undisturbed Piston V = Vane Shear Test</p> <p>Proportions Used: Trace = 1 - 10%, Little = 10 - 20%, Some = 20 - 35%, And = 35 - 50%</p>								
Total Penetration in			NOTES:				Sheet 1 of 1 SM-001-M REV. 1/02	
Earth: 9 ft. Rock: 0 ft.								
No. of Soil Samples: 0			No. of Core Runs: 0					

Driller: D. Robeau	Connecticut DOT Boring Report				Hole No.: A-13			
Inspector: L. McKiernan	Town: Bloomfield/ Simsbury, Connecticut				Stat./Offset: 29+00			
Engineer: GEI	Project No.: 1802950				Northing:			
Start Date: 9-28-18	Route No.:				Easting:			
Finish Date: 9-28-18	Bridge No.:				Surface Elevation:			
Project Description: Bloomfield Tariffville Multi-Use Trail								
Casing Size/Type: " ID / " OD		Sampler Type/Size: NA/NA " OD			Core Barrel Type: NA			
Hammer Type: NA		Hammer Wt.: Fall:						
Groundwater Observations:								
Depth (ft)	SAMPLES					Generalized Strata Description	Material Description and Notes	Elevation (ft)
	Sample Type/No.	Blows on Sampler per 6 inches	Pen. (in.)	Rec. (in.)	RQD %			
0						TOPSOIL	Augered probe - No sampling 4 inches Topsoil 0.33-3.0 ft: Sand and Gravel SUBBASE	
						SUBBASE		
						ROCK		
5							3.0-5.5 ft: Fractured ROCK with SAND (likely overblast) Difficult advance. Encountered single rock 12"+, hole offset and restarted.	
Auger Refusal at 5.5 ft.								
End of Boring at 5.5 ft.								
Backfilled with cuttings upon completion.								
<p>Sample Type: S = Split Spoon R = Rock Core T = Undisturbed Piston V = Vane Shear Test</p> <p>Proportions Used: Trace = 1 - 10%, Little = 10 - 20%, Some = 20 - 35%, And = 35 - 50%</p>								
Total Penetration in			NOTES:					Sheet 1 of 1
Earth: 5.5 ft. Rock: 0 ft.								
No. of Soil Samples: 0								SM-001-M REV. 1/02
No. of Core Runs: 0								

Driller: D. Robeau	Connecticut DOT Boring Report				Hole No.: A-14			
Inspector: L. McKiernan	Town: Bloomfield/ Simsbury, Connecticut				Stat./Offset: 32+00			
Engineer: GEI	Project No.: 1802950				Northing:			
Start Date: 9-28-18	Route No.:				Easting:			
Finish Date: 9-28-18	Bridge No.:				Surface Elevation:			
Project Description: Bloomfield Tariffville Multi-Use Trail								
Casing Size/Type: " ID / " OD		Sampler Type/Size: NA/NA " OD			Core Barrel Type: NA			
Hammer Type: NA		Hammer Wt.: Fall:						
Groundwater Observations:								
Depth (ft)	SAMPLES					Generalized Strata Description	Material Description and Notes	Elevation (ft)
	Sample Type/No.	Blows on Sampler per 6 inches	Pen. (in.)	Rec. (in.)	RQD %			
0						TOPSOIL	Augered probe - No sampling 3 inches Topsoil 0.25-4.0 ft: Sand and Gravel SUBBASE Red/brown F-C SAND and subrounded F-C GRAVEL up to 3", trace silt, dry.	
						SUBBASE		
5						ROCK	4.0-6.5 ft: Fractured ROCK with SAND (likely overblast) Difficult advance. Cuttings generally angular rock 4-6" diam.	
Auger Refusal at 6.5 ft.								
End of Boring at 6.5 ft.								
Backfilled with cuttings upon completion.								
<p>Sample Type: S = Split Spoon R = Rock Core T = Undisturbed Piston V = Vane Shear Test</p> <p>Proportions Used: Trace = 1 - 10%, Little = 10 - 20%, Some = 20 - 35%, And = 35 - 50%</p>								
Total Penetration in			NOTES:				Sheet 1 of 1 SM-001-M REV. 1/02	
Earth: 6.5 ft. Rock: 0 ft.								
No. of Soil Samples: 0			No. of Core Runs: 0					

Driller: D. Robeau	Connecticut DOT Boring Report				Hole No.: A-15			
Inspector: L. McKiernan	Town: Bloomfield/ Simsbury, Connecticut				Stat./Offset: 35+45			
Engineer: GEI	Project No.: 1802950				Northing:			
Start Date: 9-27-18	Route No.:				Easting:			
Finish Date: 9-27-18	Bridge No.:				Surface Elevation:			
Project Description: Bloomfield Tariffville Multi-Use Trail								
Casing Size/Type: " ID / " OD		Sampler Type/Size: NA/NA " OD			Core Barrel Type: NA			
Hammer Type: NA		Hammer Wt.: Fall:						
Groundwater Observations:								
Depth (ft)	SAMPLES					Generalized Strata Description	Material Description and Notes	Elevation (ft)
	Sample Type/No.	Blows on Sampler per 6 inches	Pen. (in.)	Rec. (in.)	RQD %			
0						TOPSOIL	Augered probe - No sampling 3 inches Topsoil 0.25-5.0 ft: Sand and Gravel SUBBASE Red/brown F-C SAND and rounded F-C GRAVEL up to 1.5", trace silt, dry.	
						SUBBASE		
5						ROCK	5.0-8.0 ft: Fractured ROCK with SAND (likely overblast) Gray/brown rounded F-C GRAVEL up to 3", some f-c sand, damp.	
Auger Refusal at 8.0 ft.								
End of Boring at 8 ft.								
Backfilled with cuttings upon completion.								
Sample Type: S = Split Spoon R = Rock Core T = Undisturbed Piston V = Vane Shear Test Proportions Used: Trace = 1 - 10%, Little = 10 - 20%, Some = 20 - 35%, And = 35 - 50%								
Total Penetration in			NOTES:				Sheet 1 of 1	
Earth: 8 ft. Rock: 0 ft.								
No. of Soil Samples: 0			No. of Core Runs: 0				SM-001-M REV. 1/02	

Driller: D. Robeau	Connecticut DOT Boring Report				Hole No.: A-16			
Inspector: L. McKiernan	Town: Bloomfield/ Simsbury, Connecticut				Stat./Offset: 38+05			
Engineer: GEI	Project No.: 1802950				Northing:			
Start Date: 9-27-18	Route No.:				Easting:			
Finish Date: 9-27-18	Bridge No.:				Surface Elevation:			
Project Description: Bloomfield Tariffville Multi-Use Trail								
Casing Size/Type: " ID / " OD		Sampler Type/Size: NA/NA " OD			Core Barrel Type: NA			
Hammer Type: NA		Hammer Wt.: Fall:						
Groundwater Observations:								
Depth (ft)	SAMPLES					Generalized Strata Description	Material Description and Notes	Elevation (ft)
	Sample Type/No.	Blows on Sampler per 6 inches	Pen. (in.)	Rec. (in.)	RQD %			
0						SUBBASE	Augered probe - No sampling 0-8.5 ft: Sand and Gravel SUBBASE Red/brown F-C SAND, some F-C GRAVEL up to 1.5", trace silt, damp to dry.	
5								
<p>Auger Refusal at 8.5 ft.</p> <p>End of Boring at 8.5 ft.</p> <p>Backfilled with cuttings upon completion.</p>								
<p>Sample Type: S = Split Spoon R = Rock Core T = Undisturbed Piston V = Vane Shear Test</p> <p>Proportions Used: Trace = 1 - 10%, Little = 10 - 20%, Some = 20 - 35%, And = 35 - 50%</p>								
Total Penetration in			NOTES:					Sheet 1 of 1
Earth: 8.5 ft. Rock: 0 ft.								
No. of Soil Samples: 0								SM-001-M REV. 1/02
No. of Core Runs: 0								

Driller: D. Robeau	Connecticut DOT Boring Report				Hole No.: A-17			
Inspector: L. McKiernan	Town: Bloomfield/ Simsbury, Connecticut				Stat./Offset: 41+00			
Engineer: GEI	Project No.: 1802950				Northing:			
Start Date: 9-27-18	Route No.:				Easting:			
Finish Date: 9-27-18	Bridge No.:				Surface Elevation:			
Project Description: Bloomfield Tariffville Multi-Use Trail								
Casing Size/Type: " ID / " OD		Sampler Type/Size: NA/NA " OD			Core Barrel Type: NA			
Hammer Type: NA		Hammer Wt.: Fall:						
Groundwater Observations:								
Depth (ft)	SAMPLES					Generalized Strata Description	Material Description and Notes	Elevation (ft)
	Sample Type/No.	Blows on Sampler per 6 inches	Pen. (in.)	Rec. (in.)	RQD %			
0						TOPSOIL	Augered probe - No sampling 8 inches Topsoil	
						SUBBASE	0.7-2.0 ft: Sand and Gravel SUBBASE	
						ROCK	4.0-6.0 ft: Fractured ROCK with SAND (likely overblast) Brown F-C SAND and F-C GRAVEL up to 1", trace silt, damp.	
5							Auger Refusal at 6.0 ft.	
End of Boring at 6 ft.								
Backfilled with cuttings upon completion.								
Sample Type: S = Split Spoon R = Rock Core T = Undisturbed Piston V = Vane Shear Test Proportions Used: Trace = 1 - 10%, Little = 10 - 20%, Some = 20 - 35%, And = 35 - 50%								
Total Penetration in			NOTES:				Sheet 1 of 1 SM-001-M REV. 1/02	
Earth: 6 ft. Rock: 0 ft.								
No. of Soil Samples: 0			No. of Core Runs: 0					

Driller: D. Feeley	Connecticut DOT Boring Report				Hole No.: B-01				
Inspector: L. McKiernan	Town: Bloomfield/ Simsbury, Connecticut				Stat./Offset: 10+25				
Engineer: GEI	Project No.: 1802950				Northing:				
Start Date: 10-1-18	Route No.:				Easting:				
Finish Date: 10-1-18	Bridge No.:				Surface Elevation:				
Project Description: Bloomfield Tariffville Multi-Use Trail									
Casing Size/Type: " ID / " OD		Sampler Type/Size: SPT/2.0 " OD			Core Barrel Type: NA				
Hammer Type: Automatic Hammer		Hammer Wt.: 140 lb Fall: 30 in.							
Groundwater Observations:									
Depth (ft)	SAMPLES					Generalized Strata Description	Material Description and Notes	Elevation (ft)	
	Sample Type/No.	Blows on Sampler per 6 inches							Pen. (in.)
0	S1	3	5	13	24	24	20		S1A (0-5"): Dark brown F-C SAND, little silt, little f gravel up to 3/8", organic roots and fibers, dry. S1B (5-16"): Red/brown F-C SAND, some f-m gravel up to 1", trace silt, dry to damp. S1C (16-20"): Gray angular C GRAVEL up to 2", little f-c sand, dry. Likely fractured cobble. S2A (0-4"): Gray angular F-M GRAVEL up to 1", some f-c sand, dry. Likely fractured cobble. S2B (4-11"): Gray and red/brown F-M GRAVEL up to 1", some f-c sand, little silt, dry to damp. Possible weathered rock. S3: SIMILAR TO S2B (4-11"), dry.
								TOPSOIL	
								SUBBASE	
	S2	15	14	13	14	24	11		
								WEATHERED ROCK	
	S3	10	12	12	6	24	4		
5									
End of Boring at 6 ft. Backfilled with cuttings upon completion.									
Sample Type: S = Split Spoon R = Rock Core T = Undisturbed Piston V = Vane Shear Test Proportions Used: Trace = 1 - 10%, Little = 10 - 20%, Some = 20 - 35%, And = 35 - 50%									
Total Penetration in Earth: 5 ft. Rock: 0 ft.						NOTES:		Sheet 1 of 1	
No. of Soil Samples: 3						No. of Core Runs: 0		SM-001-M REV. 1/02	

Driller: D. Feeley	Connecticut DOT Boring Report				Hole No.: B-02					
Inspector: L. McKiernan	Town: Bloomfield/ Simsbury, Connecticut				Stat./Offset: 15+10					
Engineer: GEI	Project No.: 1802950				Northing:					
Start Date: 10-1-18	Route No.:				Easting:					
Finish Date: 10-1-18	Bridge No.:				Surface Elevation:					
Project Description: Bloomfield Tariffville Multi-Use Trail										
Casing Size/Type: " ID / " OD		Sampler Type/Size: SPT/2.0 " OD			Core Barrel Type: NA					
Hammer Type: Automatic Hammer		Hammer Wt.: 140 lb Fall: 30 in.								
Groundwater Observations:										
Depth (ft)	SAMPLES					Generalized Strata Description	Material Description and Notes	Elevation (ft)		
	Sample Type/No.	Blows on Sampler per 6 inches							Pen. (in.)	Rec. (in.)
0	S1	3	9	8	10	24	13		TOPSOIL SUBBASE S1A (0-3"): Brown F-C SAND, little silt, little f-m gravel up to 1/2", organic roots and fibers, dry. S1B (3-8"): Brown F-C SAND and F-M GRAVEL up to 1", trace silt, dry. S1C (8-13"): Dark gray F-C GRAVEL up to 2" and F-C SAND, dry. S2: Dark gray angular F-C GRAVEL up to 2", some f-c sand, trace silt, dry. Fractured cobble from 6-10" within sample. S3: Brown F-C SAND and F-C GRAVEL up to 1.5", trace silt, damp to moist.	
	S2	12	28	11	7	24	12			
	S3	6	4	4	6	24	10			
5										
End of Boring at 6 ft. Backfilled with cuttings upon completion.										
Sample Type: S = Split Spoon R = Rock Core T = Undisturbed Piston V = Vane Shear Test Proportions Used: Trace = 1 - 10%, Little = 10 - 20%, Some = 20 - 35%, And = 35 - 50%										
Total Penetration in Earth: 6 ft. Rock: 0 ft.						NOTES:		Sheet 1 of 1		
No. of Soil Samples: 3						No. of Core Runs: 0		SM-001-M REV. 1/02		

Driller: D. Robeau	Connecticut DOT Boring Report		Hole No.: B-03							
Inspector: L. McKiernan	Town: Bloomfield/ Simsbury, Connecticut		Stat./Offset: 33+35							
Engineer: GEI	Project No.: 1802950		Northing:							
Start Date: 9-27-18	Route No.:		Easting:							
Finish Date: 9-27-18	Bridge No.:		Surface Elevation:							
Project Description: Bloomfield Tariffville Multi-Use Trail										
Casing Size/Type: " ID / " OD	Sampler Type/Size: SPT/2.0 " OD		Core Barrel Type: NA							
Hammer Type: Automatic Hammer	Hammer Wt.: 140 lb Fall: 30 in.									
Groundwater Observations:										
Depth (ft)	SAMPLES						Generalized Strata Description	Material Description and Notes	Elevation (ft)	
	Sample Type/No.	Blows on Sampler per 6 inches				Pen. (in.)				Rec. (in.)
0	S1	1	1	1	6	24	8		S1A (0-3"): Dark brown F-M SAND, little silt, little f-m gravel up to 1/2", organic roots, fibers, and twigs, dry. S1B (3-8"): Brown F-C SAND, trace f-m gravel up to 1", little silt, dry. S2: Gray angular M-C GRAVEL up to 1.5", little f-c sand, dry. S3: Gray and orange F-C GRAVEL and/or weathered rock fragments up to 1", dry	
								TOPSOIL		
	S2	5	3	5	11	24	5	SUBBASE		
	S3	13	18	23	37	24	13	WEATHERED ROCK		
5										
End of Boring at 6 ft. Backfilled with cuttings upon completion.										
Sample Type: S = Split Spoon R = Rock Core T = Undisturbed Piston V = Vane Shear Test Proportions Used: Trace = 1 - 10%, Little = 10 - 20%, Some = 20 - 35%, And = 35 - 50%										
Total Penetration in						NOTES:			Sheet 1 of 1 SM-001-M REV. 1/02	
Earth: 6 ft. Rock: 0 ft.										
No. of Soil Samples: 3						No. of Core Runs: 0				

Driller: D. Robeau	Connecticut DOT Boring Report				Hole No.: B-04						
Inspector: L. McKiernan	Town: Bloomfield/ Simsbury, Connecticut				Stat./Offset: 36+80						
Engineer: GEI	Project No.: 1802950				Northing:						
Start Date: 9-27-18	Route No.:				Easting:						
Finish Date: 9-27-18	Bridge No.:				Surface Elevation:						
Project Description: Bloomfield Tariffville Multi-Use Trail											
Casing Size/Type: " ID / " OD		Sampler Type/Size: SPT/2.0 " OD			Core Barrel Type: NA						
Hammer Type: Automatic Hammer		Hammer Wt.: 140 lb Fall: 30 in.									
Groundwater Observations:											
Depth (ft)	SAMPLES					Generalized Strata Description	Material Description and Notes	Elevation (ft)			
	Sample Type/No.	Blows on Sampler per 6 inches							Pen. (in.)	Rec. (in.)	RQD %
0	S1	4	5	5	4	24	9		TOPSOIL	S1A (0-4"): Dark brown F-C SAND, little silt, trace f gravel up to 3/8", organic roots and fibers, dry.	
									SUBBASE	S1B (4-9"): Red/brown F-C SAND, little f-m gravel up to 1", trace silt, dry.	
	S2	8	12	13	9	24	5			S2: Brown F-C GRAVEL up to 1.25", some f-c sand, trace silt, dry.	
	S3	6	6	6	7	24	4			S3: Brown angular F-C GRAVEL and F-C SAND, dry.	
5											
<p>End of Boring at 6 ft.</p> <p>Backfilled with cuttings upon completion.</p>											
<p>Sample Type: S = Split Spoon R = Rock Core T = Undisturbed Piston V = Vane Shear Test</p> <p>Proportions Used: Trace = 1 - 10%, Little = 10 - 20%, Some = 20 - 35%, And = 35 - 50%</p>											
Total Penetration in						NOTES:				Sheet 1 of 1 SM-001-M REV. 1/02	
Earth: 6 ft. Rock: 0 ft.											
No. of Soil Samples: 3						No. of Core Runs: 0					

Driller: D. Robeau	Connecticut DOT Boring Report				Hole No.: B-05				
Inspector: L. McKiernan	Town: Bloomfield/ Simsbury, Connecticut				Stat./Offset: 39+75				
Engineer: GEI	Project No.: 1802950				Northing:				
Start Date: 9-27-18	Route No.:				Easting:				
Finish Date: 9-27-18	Bridge No.:				Surface Elevation:				
Project Description: Bloomfield Tariffville Multi-Use Trail									
Casing Size/Type: " ID / " OD		Sampler Type/Size: SPT/2.0 " OD			Core Barrel Type: NA				
Hammer Type: Automatic Hammer		Hammer Wt.: 140 lb Fall: 30 in.							
Groundwater Observations:									
Depth (ft)	SAMPLES					Generalized Strata Description	Material Description and Notes	Elevation (ft)	
	Sample Type/No.	Blows on Sampler per 6 inches							Pen. (in.)
0	S1	4	7	9	27	24	13		S1A (0-3"): Dark brown F-C SAND, little silt, little f gravel up to 3/8", organic roots and leaves, dry. S1B (3-11"): Red/brown F-C SAND and F-C GRAVEL up to 1.5", trace silt, dry. S1C (11-13"): Gray F-C GRAVEL up to 1", little f-m sand, dry. S2: Gray F-C GRAVEL up to 2", trace f-c sand, dry. S3: Gray F-C GRAVEL up to 1", little f-c sand, dry. Loose blast-rock (4"-6") encountered at 4.8 ft. Hole collapsing, boring abandoned at 5 feet. End of Boring at 5 ft. Backfilled with cuttings upon completion.
	S2	34	26	14	8	24	8		
	S3	17	100/2"			10	2		
5									
Sample Type: S = Split Spoon R = Rock Core T = Undisturbed Piston V = Vane Shear Test Proportions Used: Trace = 1 - 10%, Little = 10 - 20%, Some = 20 - 35%, And = 35 - 50%									
Total Penetration in Earth: 6 ft. Rock: 0 ft.						NOTES:		Sheet 1 of 1	
No. of Soil Samples: 3						No. of Core Runs: 0		SM-001-M REV. 1/02	

Appendix B

Laboratory Test Results



Client:	GEI Consultants, Inc.		
Project:	VHB Bloomfield-Simsbury Trail		
Location:	Bloomfield & Simsbury, CT		Project No: GTX-308919
Boring ID: ---	Sample Type: ---	Tested By: jbr	
Sample ID: ---	Test Date: 10/11/18	Checked By: emm	
Depth : ---	Test Id: 475950		

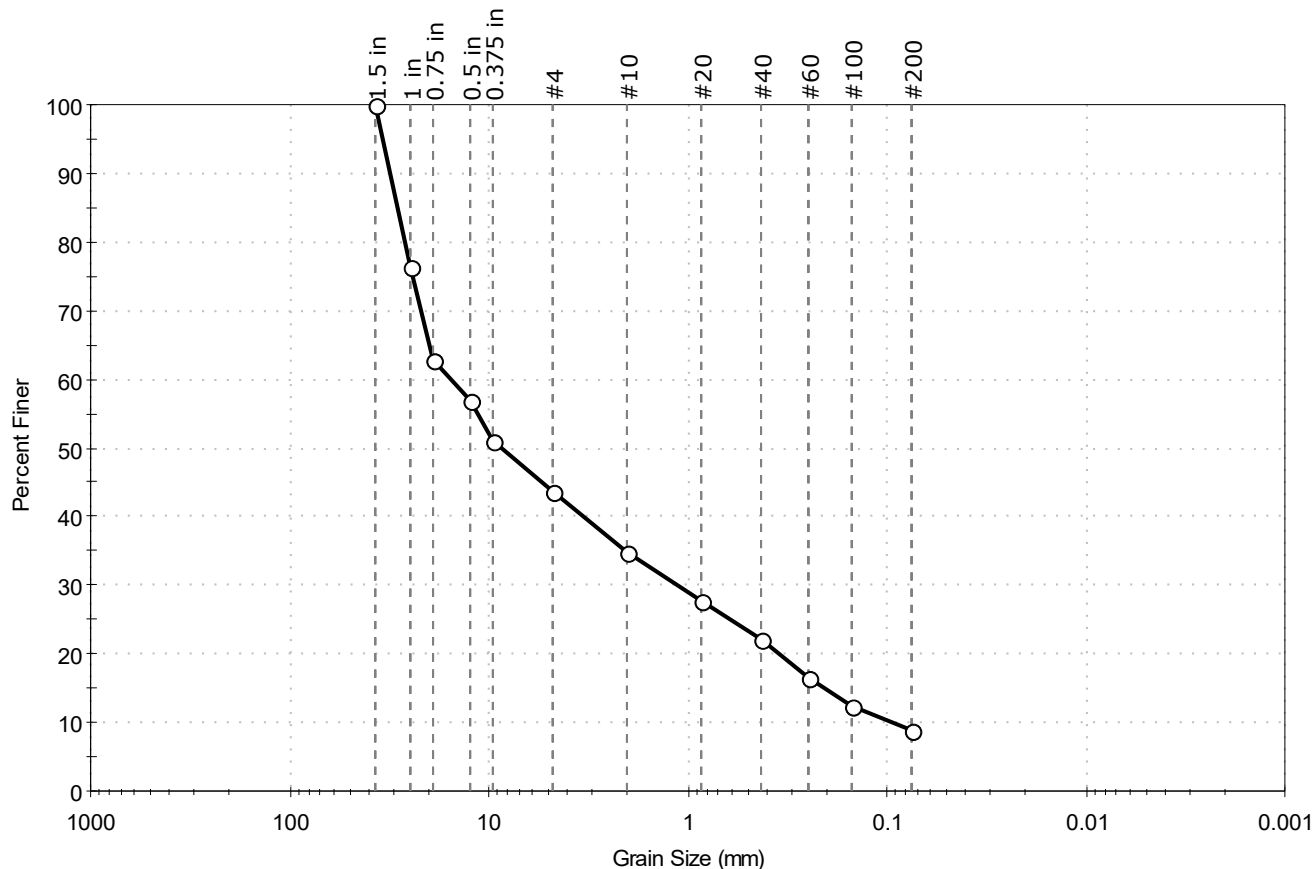
Moisture Content of Soil and Rock - ASTM D2216

Boring ID	Sample ID	Depth	Description	Moisture Content, %
B-02	S2	2-4 ft	Moist, brown gravel with silt and sand	4.2
B-03	S1B	.75-2 ft	Moist, dark brown sand with silt	7.6
B-04	S1B & S2	1-4 ft	Moist, dark brown gravel with silt and sand	6.1

Notes: Temperature of Drying : 110° Celsius

Client: GEI Consultants, Inc.	Project No: GTX-308919	
Project: VHB Bloomfield-Simsbury Trail		
Location: Bloomfield & Simsbury, CT		
Boring ID: B-02	Sample Type: bag	Tested By: jbr
Sample ID: S2	Test Date: 10/12/18	Checked By: emm
Depth: 2-4 ft	Test Id: 475951	
Test Comment: ---		
Visual Description: Moist, brown gravel with silt and sand		
Sample Comment: ---		

Particle Size Analysis - ASTM D422



% Cobble	% Gravel	% Sand	% Silt & Clay Size
—	56.4	34.9	8.7

Sieve Name	Sieve Size, mm	Percent Finer	Spec. Percent	Complies
1.5 in	37.50	100		
1 in	25.00	76		
0.75 in	19.00	63		
0.5 in	12.50	57		
0.375 in	9.50	51		
#4	4.75	44		
#10	2.00	35		
#20	0.85	28		
#40	0.42	22		
#60	0.25	17		
#100	0.15	12		
#200	0.075	8.7		

Coefficients

D ₈₅ = 28.9670 mm	D ₃₀ = 1.1057 mm
D ₆₀ = 15.4477 mm	D ₁₅ = 0.2057 mm
D ₅₀ = 8.6746 mm	D ₁₀ = 0.0953 mm
C _u = 162.095	C _c = 0.830

Classification

ASTM N/A

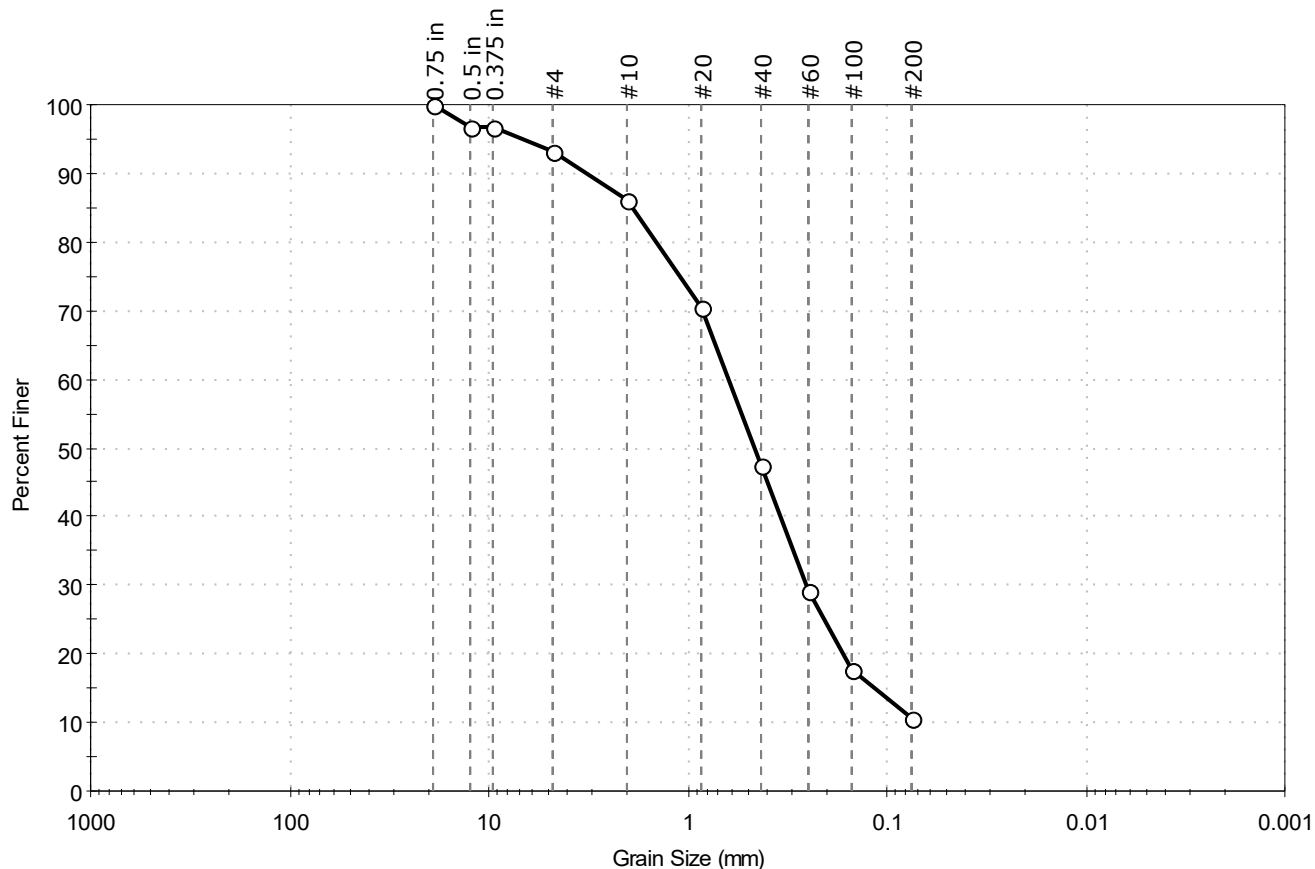
AASHTO Stone Fragments, Gravel and Sand (A-1-a (1))

Sample/Test Description

Sand/Gravel Particle Shape : **ROUNDED**
 Sand/Gravel Hardness : **HARD**

Client: GEI Consultants, Inc.	Project No: GTX-308919	
Project: VHB Bloomfield-Simsbury Trail		
Location: Bloomfield & Simsbury, CT		
Boring ID: B-03	Sample Type: bag	Tested By: jbr
Sample ID: S1B	Test Date: 10/11/18	Checked By: emm
Depth: .75-2 ft	Test Id: 475952	
Test Comment: ---		
Visual Description: Moist, dark brown sand with silt		
Sample Comment: ---		

Particle Size Analysis - ASTM D422



% Cobble	% Gravel	% Sand	% Silt & Clay Size
—	6.8	82.6	10.6

Sieve Name	Sieve Size, mm	Percent Finer	Spec. Percent	Complies
0.75 in	19.00	100		
0.5 in	12.50	97		
0.375 in	9.50	97		
#4	4.75	93		
#10	2.00	86		
#20	0.85	71		
#40	0.42	48		
#60	0.25	29		
#100	0.15	18		
#200	0.075	11		

Coefficients

D ₈₅ = 1.8871 mm	D ₃₀ = 0.2561 mm
D ₆₀ = 0.6184 mm	D ₁₅ = 0.1154 mm
D ₅₀ = 0.4579 mm	D ₁₀ = N/A
C _u = N/A	C _c = N/A

Classification

ASTM N/A

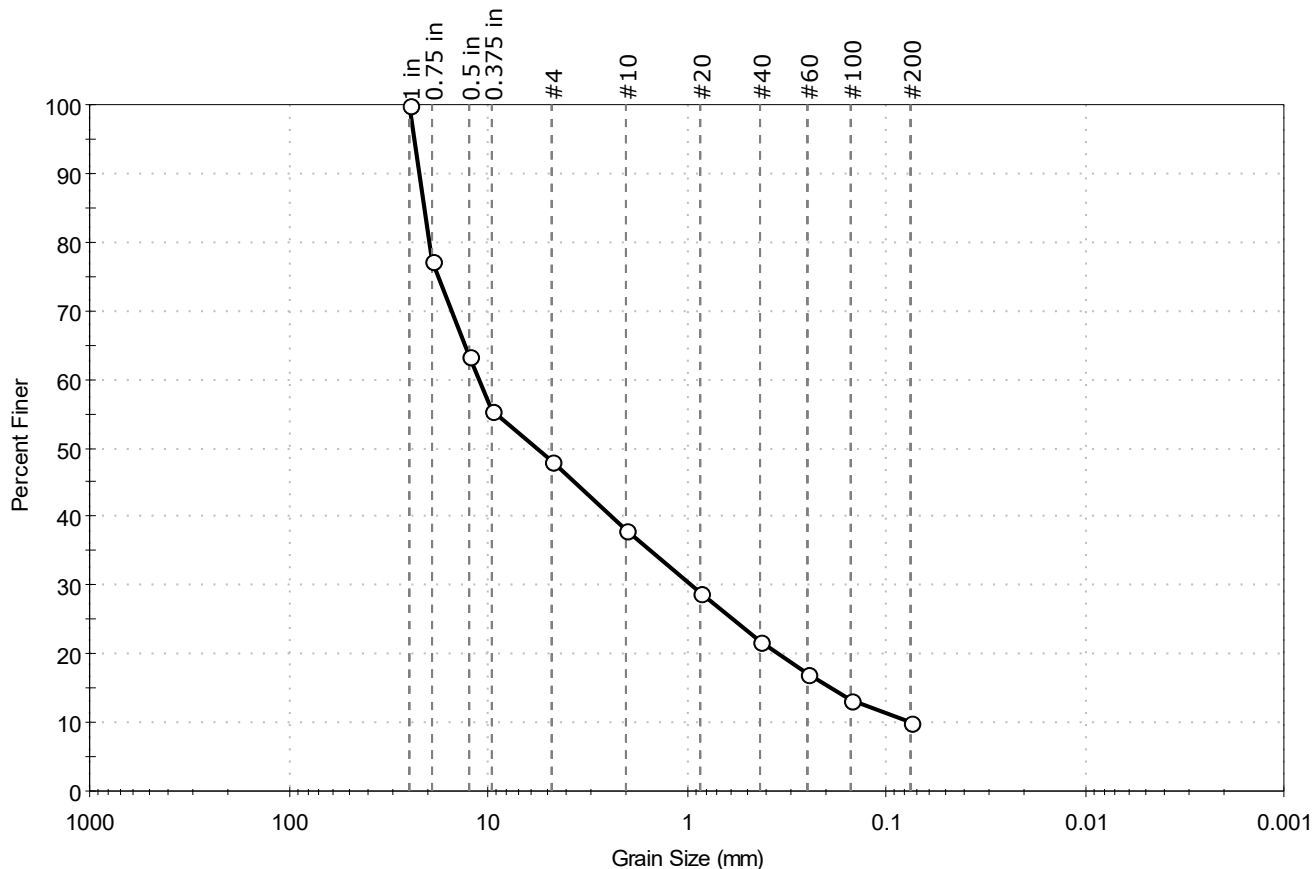
AASHTO Stone Fragments, Gravel and Sand (A-1-b (0))

Sample/Test Description

Sand/Gravel Particle Shape : ANGULAR
Sand/Gravel Hardness : HARD

Client:	GEI Consultants, Inc.		
Project:	VHB Bloomfield-Simsbury Trail		
Location:	Bloomfield & Simsbury, CT	Project No:	GTX-308919
Boring ID:	B-04	Sample Type:	bag
Sample ID:	S1B & S2	Test Date:	10/11/18
Depth :	1-4 ft	Test Id:	475953
Test Comment:	---		
Visual Description:	Moist, dark brown gravel with silt and sand		
Sample Comment:	---		

Particle Size Analysis - ASTM D422



% Cobble	% Gravel	% Sand	% Silt & Clay Size
—	51.8	38.3	9.9

Sieve Name	Sieve Size, mm	Percent Finer	Spec. Percent	Complies
1 in	25.00	100		
0.75 in	19.00	77		
0.5 in	12.50	63		
0.375 in	9.50	56		
#4	4.75	48		
#10	2.00	38		
#20	0.85	29		
#40	0.42	22		
#60	0.25	17		
#100	0.15	13		
#200	0.075	9.9		

Coefficients

$D_{85} = 20.8526 \text{ mm}$ $D_{30} = 0.9362 \text{ mm}$
 $D_{60} = 11.1106 \text{ mm}$ $D_{15} = 0.1905 \text{ mm}$
 $D_{50} = 5.6146 \text{ mm}$ $D_{10} = 0.0763 \text{ mm}$
 $C_u = 145.617$ $C_c = 1.034$

Classification

ASTM N/A

AASHTO Stone Fragments, Gravel and Sand (A-1-a (1))

Sample/Test Description

Sand/Gravel Particle Shape : ANGULAR
 Sand/Gravel Hardness : HARD

Appendix C

Rock Slope Inspection Forms

SITE OBSERVATION REPORT



Project: Bloomfield-Tariffville MUT
Client: VHB

Date: 10/10/2018
Report No. 01
Page: 1 of 10
GEI Proj. No. 1802950

GEI Representatives

Matthew Glunt, P.E.
Laura McKiernan, P.E.

Purpose

Observe current rock slope conditions adjacent to the proposed Multi-use trail section, beginning approximately at the intersection of Main Street and Route 189 (Blue Hills Avenue) in Simsbury and continuing southeast approximately 0.8 miles along the western shoulder of Route 189, terminating in Bloomfield.

Observations

Four (4) discrete rock slope sections along the trail alignment were judged to pose the highest safety risk; therefore, these sections were chosen for further evaluation at the site.

Rock Slope No. 1: Approx. STA 37+25 to STA 41+00

- Approx. Height = 30 to 40 feet
- Joint spacing generally at 18 to 30 inches, with isolated zones of tighter fractures at 12 to 18 inches. Individual rock faces are generally hard, angular, highly fractured, and slightly weathered.
- Planar joints with tight aperture, joint faces mostly intact, only slightly roughened.
- Rock slopes occasionally covered in thick vines, originating at the top of the slope. Heaviest coverage at northern extent of slope.
- Maximum 2-inch root penetrations, only minor sediment accumulations observed in joints.
- Relatively consistent dip at 65-75 degrees, retreating into the slope. This has resulted in overhangs in some areas.
- Slope nearly vertical to slightly battered with some overhangs noted.
- One rockfall noted near base of slope. Approximately 18-inch angular, cubic, hard block.

Rock Slope No. 2: Approx. STA 30+75 to STA 33+25

- Approx. Height = 14 to 18 feet
- Joint spacing generally at 6 to 18 inches. Rock faces are highly fractured and slightly to moderately weathered.
- Planar joints with tight aperture, joint faces mostly intact.
- Rock slopes often covered in thick vines and/or other dense vegetation especially at the northern end of the slope. Trees up to 8-10 inches in diameter noted within slope.
- Predominant joint orientation is not well-defined.

SITE OBSERVATION REPORT



Project: Bloomfield-Tariffville MUT
Client: VHB

Date: 10/10/2018
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- Slope generally slightly battered.
- Some rockfall debris (talus) 6 to 12 inches noted at base of slope, within the drainage swale.

Rock Slope No. 3: Approx. STA 27+75 to STA 25+25

- Approx. Height = 15 to 20 feet
- Highly variable joint spacing, ranging from 30-inch larger blocks to isolated highly fractured zones. Joint faces slightly to moderately weathered.
- Some infilling noted within highly fractured zones.
- Rock slope closest to roadway at approx. STA 27+75. Water seepage, heavy vegetation, and evidence of past rockfalls noted in this area.
- Moderate water flow over slope from top, mostly north of catch basin at STA 26+50.
- Rock typically covered in thick vines and small trees.
- Approx. 60 to 70 degree dip inclined towards slope, resulting in overhang in some areas. Slope generally slightly battered.
- Large rock overhang at top of slope near STA 25+25
- Some angular rockfall (talus) noted near (approx. 5-6 feet) base of slope: 18-inch cubic block and 24-inch by 6-inch plate block.

Rock Slope No. 4: ~STA 15+00 to STA 20+00

- Approx. Height = 40-ft (+), benches noted high on slope
- Slope is much higher in this location, but setback "buffer" zone is also larger.
- Joints moderately fractured at 18 to 30 inch spacing, slightly to moderately weathered.
- Rockfalls noted along full length, but particularly at previous wedge failure high on slope. Talus noted as somewhat uniform cubic blocks from 12 to 14 inches in size, collected in the existing drainage swale and buffer area.
- Larger block (30 in. x 20 in. x 8 in.) observed near STA 16+50. Appears to have originated from wedge failure, bounced down the slope, coming to rest approx. 17 feet from toe of slope.
- Aside from wedge talus, general rockfall debris noted at base of slope ranges from 6 to 18 inches in size.
- Moderate vegetation present and smaller trees up to 6-inch diameter near base of slope.

SITE OBSERVATION REPORT



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Client: VHB

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Photo 1 – Rock Slope No. 1: 65-75° dip inclined into slope, creating overhang.

Photo 2 – Rock Slope No. 1: At ~STA 39+00

SITE OBSERVATION REPORT

Project: Bloomfield-Tariffville MUT
Client: VHB

Date: 10/10/2018
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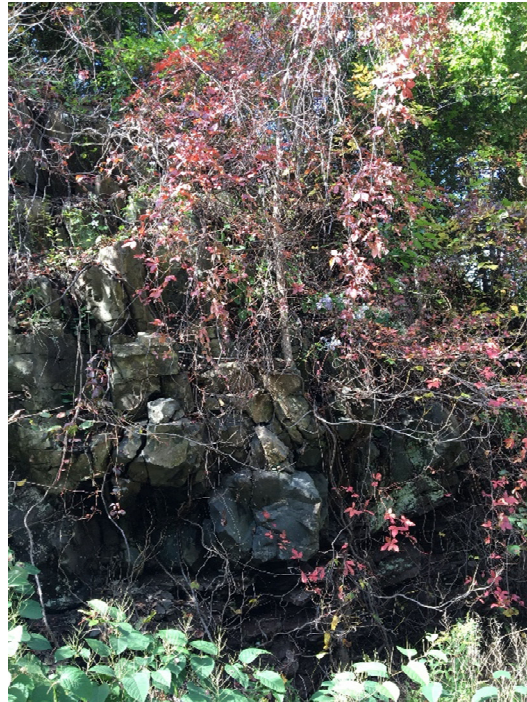


Photo 3 – Rock Slope No. 1: At northern end, slope is covered in thick vines.
Photo 4 – Rock Slope No. 1 North: Occasional tree sprouts from rock slope.

SITE OBSERVATION REPORT

Project: Bloomfield-Tariffville MUT
Client: VHB

Date: 10/10/2018
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Photo 5 – Rock Slope No. 2, tree near base

SITE OBSERVATION REPORT

Project: Bloomfield-Tariffville MUT
Client: VHB

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GEI Proj. No. 1802950



Photo 6 – Rock Slope No. 2: Slope is covered in thick vines and trees up to 10 in. diam.



Photo 7 – Rock Slope No. 2 North: Trees in slope

SITE OBSERVATION REPORT

Project: Bloomfield-Tariffville MUT
Client: VHB

Date: 10/10/2018
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Photo 8 – Rock Slope No. 3 South: Scarp with large blocks at top of slope.

SITE OBSERVATION REPORT

Project: Bloomfield-Tariffville MUT
Client: VHB

Date: 10/10/2018
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Photo 9 – Rock Slope No. 3 North: Water flow over Slope



Photo 10 – Rock Slope No. 3: Rockfall noted

SITE OBSERVATION REPORT



Project: Bloomfield-Tariffville MUT
Client: VHB

Date: 10/10/2018
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Photo 11 – Rock Slope No. 4: High slope



Photo 12 – Rock Slope No. 4: Rockfall from wedge failure, ~STA 16+50, 17 ft from base

SITE OBSERVATION REPORT

Project: Bloomfield-Tariffville MUT
Client: VHB

Date: 10/10/2018
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GEI Proj. No. 1802950

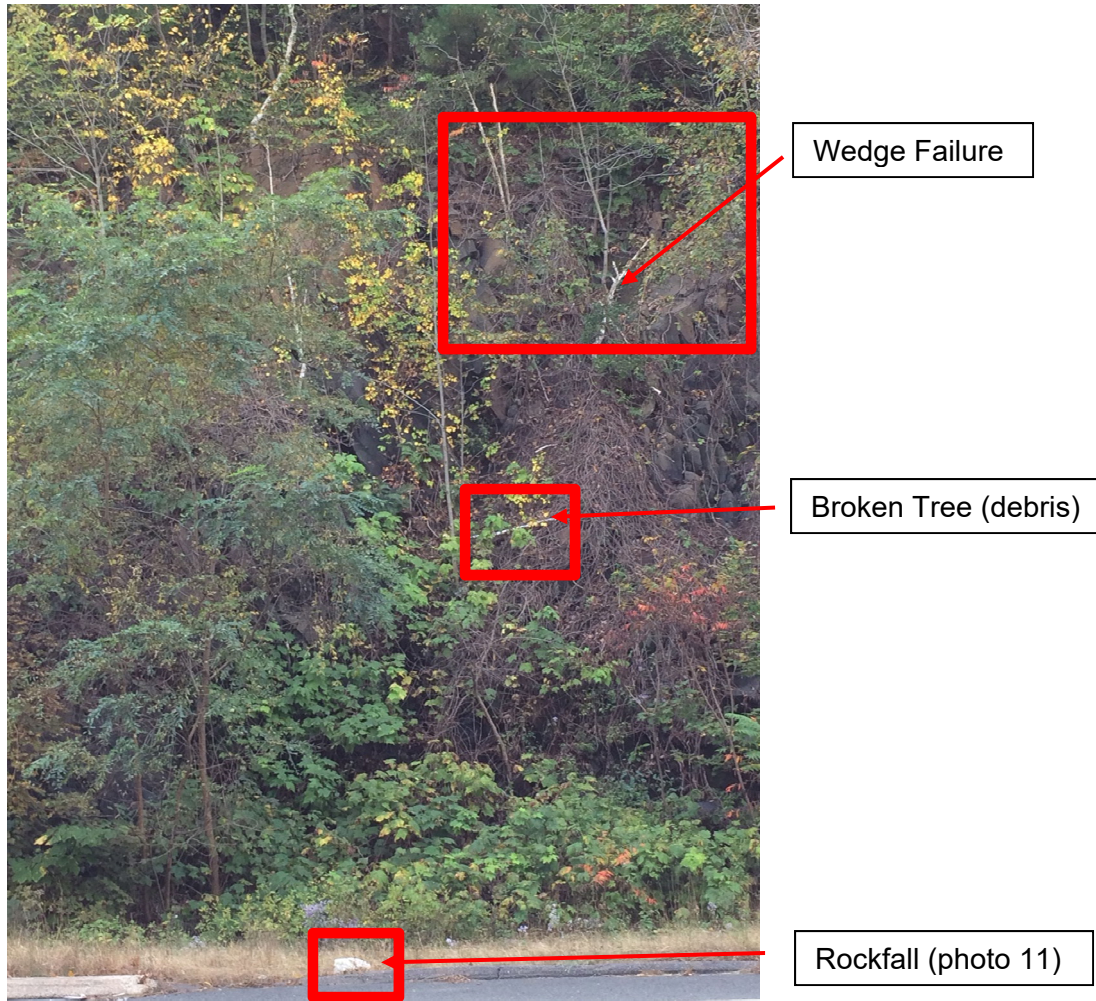


Photo 12 – Rock Slope No. 4: Wedge failure area

Natural Hazard Protection Systems

GEOBRUGG

Geobrugg Protection Systems

ROCKFALL – Barriers and Catchfences




Natural Hazard Protection Systems

GEOBRUGG

Geobrugg Protection Systems

ROCK & SLOPE – Drapes and Attenuators



TOWN OF SIMSBURY, CONNECTICUT

**PROTECTION OF WOOD TURTLE REPORT
FOR
BLOOMFIELD-TARIFFVILLE
MULTI-USE TRAIL CONNECTOR PROJECT
SIMSBURY / BLOOMFIELD, CONNECTICUT**

**Town Bid # 22-01
STATE PROJECT NO. L128-0001**

Issued: May 2022

March 4, 2021

Bill Anderson
VHB
100 Great Meadow Rd, Suite 200
Wethersfield, CT 06109
baanderson@vhb.com

NDDB DETERMINATION NUMBER: 202102787

Project: Installation of 0.84 mile trail along shoulder of southbound Rte 189: BLOOMFIELD - TARIFFVILLE MULTI-USE TRAIL CONNECTOR, RTE 189, BLOOMFIELD/SIMSBURY, CT

Expiration: March 4, 2023

I have reviewed Natural Diversity Database (NDDB) maps and files regarding this project. According to our records, there are State-listed species (RCSA Sec. 26-306) that may occur within the proposed project area.

Wood turtle (*Glyptemys insculpta*)- State Special Concern

Individuals of this species are riverine and riparian obligates, overwintering and mating in clear, cold, primarily sand-gravel and rock bottomed streams and foraging in riparian zones, fields and upland forests during the late spring and summer. They hibernate in the banks of the river in submerged tree roots between November 1 and March 31. Their summer habitat focuses within 90m (300ft of rivers) and they regularly travel 300m (0.2 mile) from rivers during this time. During summer they seek out early successional habitat: pastures, old fields, woodlands, powerline cuts and railroad beds bordering or adjacent to streams and rivers. Their habitat in Connecticut is already severely threatened by fragmentation of riverine, instream, riparian, and upland habitats, but is exacerbated by heavy adult mortality from machinery, cars, and collection. This is compounded by the species late maturity, low reproductive potential, and high nest and hatchling depredation rates.

Additionally, there exists the potential that other state listed amphibian and reptile species could wander into work areas. To protect these species.

Construction Protection Measures:

For any Land disturbance activity will include 300ft buffers of **stream crossings and wetlands**.

- Between April- October 31:
 - Exclusionary practices will be required to prevent any turtle access into construction areas. These measures will need to be installed at the limits of disturbance as shown on the plans.
 - Exclusionary fencing be at least 20 inches tall and must be secured to and remain in contact with the ground and be regularly maintained (at least bi-weekly and after major weather events) to secure any gaps or openings at ground level that may let animal pass through.

- Prior to construction, all turtles occurring within fencing work area will be relocated to suitable habitat outside disturbance area. This should be performed by a qualified professional familiar with habitat requirements and behavior of the species.
- The Contractor must search the work area each morning prior to any work being done.
- All construction personnel working within the turtle habitat must be apprised of the species description and the possible presence of a listed species.
- Any turtles/snakes encountered within the immediate work area shall be carefully moved to an adjacent area outside of the excluded area and fencing should be inspected to identify and remove access point. These animals are protected by law and no turtles should be relocated from the site.
- In areas where silt fence is used for exclusion, it shall be removed as soon as the area is stable to allow for reptile and amphibian passage to resume.
- No heavy machinery or vehicles may be parked in any turtle habitat.
- Special precautions must be taken to avoid degradation of wetland habitats including any wet meadows and seasonal vernal pools.

Throughout the work area:

Between April 1- November 1:

- The immediate area where heavy equipment will be used each day should be searched for turtles or snakes before starting work using mechanical equipment
- Any turtles or snakes found during work should be moved out of the way. These animals are protected by law and should never be taken off site.
- Work conducted during early morning and evening hours should occur with special care not to harm basking individuals.

This determination is valid for two years. Please submit an updated NDDDB Request for Review if the scope of the proposed work changes or if work has not begun by expiration date.

Natural Diversity Database information includes all information regarding critical biological resources available to us at the time of the request. This information is a compilation of data collected over the years by the Department of Energy and Environmental Protection's Bureau of Natural Resources and cooperating units of DEEP, independent conservation groups, and the scientific community. This information is not necessarily the result of comprehensive or site-specific field investigations. Consultations with the NDDDB should not be substituted for on-site surveys required for environmental assessments. Current research projects and new contributors continue to identify additional populations of species and locations of habitats of concern, as well as, enhance existing data. Such new information is incorporated in the NDDDB as it becomes available.

Please contact me if you have any questions (shannon.kearney@ct.gov). Thank you for consulting with the Natural Diversity Database and continuing to work with us to protect State-listed species.

Sincerely,

/s/ Shannon B. Kearney
Wildlife Biologist

TOWN OF SIMSBURY, CONNECTICUT

**PERMIT AUTHORIZATIONS
FOR
BLOOMFIELD-TARIFFVILLE
MULTI-USE TRAIL CONNECTOR PROJECT
SIMSBURY / BLOOMFIELD, CONNECTICUT**

**Town Bid # 22-01
STATE PROJECT NO. L128-0001**

Issued: May 2022



*Engineering
Department*

TOWN OF BLOOMFIELD
800 BLOOMFIELD AVENUE
BLOOMFIELD, CT 06002-3537
860-769-3524

May 25, 2021

Jonathan Thiesse, Town Engineer
800 Bloomfield Avenue
Bloomfield, CT 06002

**RE: Application for a Wetlands Agent Permit, Bloomfield – Tariffville
Multi-Use Trail Connector, East Coast Greenway, Sate Project No. L128-0001**

Wetlands File #75-2017-05

Dear Sir,

After the review of your application and supporting documentation, and in accordance with Section 12. of the Town of Bloomfield Inland Wetlands and Watercourses Commission, the above referenced project is hereby approved for a Wetlands Agent Permit subject to the list of conditions on the attached sheet. These conditions can be appealed to the Wetlands Commission.

The proposed regulated activities will have no more than a minor impact on the wetlands and watercourses. The majority of the proposed regulated activities are within the Upland Review Areas 100 feet from wetlands and/or 200 feet from watercourses.

This permit approval authorizes all regulated activities associated with this project to construct approximately 2700 linear feet of multi-use trail on the south and west sides of Connecticut Route 189 in Bloomfield.

If you have any questions please call me at 860-769-3526, or send an e-mail to pcastaldi@bloomfieldct.org.

Sincerely,

David Peter Castaldi
Wetlands Agent

Attachment – Conditions of Approval

Attachment to the May 25, 2021 Wetlands Agent Permit approval letter for: Bloomfield-Tariffville Multi-Use Trail Connector

CONDITIONS OF APPROVAL

After considering all relevant facts and circumstances, and in accordance with Sections 10. and 12. of the Regulations, and with reference to the site plans prepared by VBH at 1" = 20' scale, dated February 2020 and revised to April 2, 2021, and the supporting documentation submitted, this application is approved for a Wetlands Agent Permit subject to the following conditions:

Prior to the issuance of the Wetlands Permit:

1. Three copies of the final plans, signed and sealed, shall be submitted for signing by the Wetlands Commission. Final plans shall also be submitted in digital format compatible with the Town GIS.
2. In accordance with Section 11.22 of the Wetlands Regulations the permittee shall file a copy of the Wetlands Permit, including these conditions of approval, on the Bloomfield Land Records.

General Conditions to be complied with during and after site development:

3. This permit authorizes certain regulated activities within the wetlands and watercourses. These impacts shall be to no more than **3500 square feet** of wetlands and **50 linear feet** of watercourse.
4. This permit authorizes certain regulated activities within the Upland Review Areas, 100 feet from wetlands and 200 feet from watercourses. The Upland Review Area impacts shall be to no more than **1.79 acres**.
5. The permittee shall schedule a preconstruction meeting with the Wetlands Agent, general contractor, site work contractor and utility companies prior to the start of any construction, tree clearing or ground disturbance.
6. Any additional soil erosion or sediment control measure deemed necessary, or failures or shortcomings of these measures identified by the Wetlands Commission or Agent, during any construction process, shall be installed or repaired and corrective measures shall be promptly implemented.
7. No construction activities or equipment shall work within a wetland or watercourse more than five days consecutively and not within three days of a rain or snow event of 1" or greater.
8. This Permit has an initial duration of five years and shall expire on May 18, 2026. Regulated activities for this project shall be completed within one year of their commencement.

Conditions to be complied with prior to the approval of a final Certificate of Completion:

9. The permittee shall schedule an inspection of the completed project with the Wetlands Agent, at least two weeks prior to the anticipated date of the final Certificate of Completion approval to review all parts of the project covered by the Wetlands Permit.



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

July 30, 2018

Adam Kessler PE
Assistant Town Engineer
933 Hopmeadow Street
Simsbury, Connecticut 06070

REFERENCE: Application #18-11 of Adam Kessler, PE, and Maria Capriola, Town Manager, Applicants; State of Connecticut, Owner; for the construction of a 10-foot wide multi-use trail within the upland review area to a wetland on the property located on the westerly side of CT-189 at the intersection of Elm Street and CT-189.

Dear Mr. Kessler:

The Town of Simsbury's Conservation Commission, at a regular meeting held on Tuesday, July 17, 2018, unanimously approved the applicant's request to conduct regulated activities associated with the construction of a 10-foot wide multi-use trail within the upland review area to a wetland on the property located on the westerly side of CT-189 at the intersection of Elm Street and CT-189. The regulated activities are subject to jurisdiction in accordance with CT General Statutes, Section 22a-36 through 22a-45, inclusive, as amended, and the Simsbury Inland Wetlands and Watercourses regulations.

This permit is a grant of approval to conduct the following regulated activities:

1. **Incidental clearing and grading associated with construction of multi-use trail**
2. **Erosion and Sediment Control pre and post construction**

The Conservation Commission has reviewed the application materials and attaches the following conditions to minimize impacts associated with the proposed regulated activity and protect the inland wetlands and watercourses on this site:

SPECIAL CONDITIONS

1. Pre-Construction meeting onsite with applicant and contractor required prior to start of any site work activities.
2. Erosion and Sediment control measures are to be installed, inspected and approved by the Commission's agent prior to start of site work.
3. Changes to the scope of work or limits of disturbance will require approval by the Conservation Commission.
5. Approval is limited to the regulated activities which are depicted on the site plan. Work beyond the limits illustrated will be considered to be in violation of this approval and subject to an immediate enforcement action if the required approvals are not secured prior to work.

Telephone (860) 658-3200
Facsimile (860) 658-9467

An Equal Opportunity Employer
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8:30 - 7:00 Monday
8:30 - 4:30 Tuesday through Thursday
8:30 - 1:00 Friday

STANDARD CONDITIONS

1. The Conservation Commission's agent shall be notified at least 48 hours prior to commencement of any regulated activity.
2. Final stabilization of disturbed soil areas shall be stabilized with the application of loam, seed, required plantings and appropriate erosion control measures.
3. At all times during site work and until soil areas are stabilized, the applicant shall install and maintain erosion and sediment control measures such as fabric filter fence, staked hay bales or other measures deemed necessary by the Commission's agent to prevent erosion and sedimentation impacts to wetlands and watercourses.
4. Erosion control and soil stabilization measures shall comply with the approved plans and the guidelines as established in the Connecticut Guidelines for Soil Erosion and Sediment Control, 2002, CTDEP Bulletin 34.
5. Upon direction of the Commission's agent, erosion and sediment control measures shall be removed by the applicant following stabilization of the site.

All work and all regulated activities conducted pursuant to this authorization shall be consistent with the terms and conditions of this permit. Any structures, excavation, deposition of fill, obstructions of flow, encroachments or other regulated activities not specifically identified and authorized herein shall constitute a violation of this permit and may result in permit modification, suspension or revocation.

In the event that any additional wetland or watercourse regulated activities are required as a result of other agency permitting to support the proposed activity, the Simsbury Conservation Commission reserves the right to reconsider the proposed regulated activity and may require modifications to minimize the impact to wetland resources.

In evaluating this application, the Commission has relied on information provided by the applicant. If such information subsequently proves to be false, incomplete and/or inaccurate, this permit may be modified, suspended or revoked.

This permit shall be valid for a period of 5 years. Permit extensions may be authorized in accordance with CT General Statutes sections 22a-36 through 22a-45 inclusive. If the regulated activity is not completed within this time frame, the permit may be held to be invalid by the Conservation Commission or the applicant may be required to petition the Commission for an extension or re-issuance of the permit. The Commission may require the applicant to furnish additional information at that time.

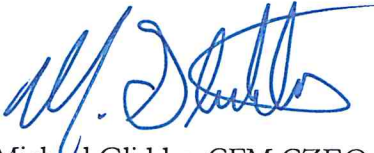
The Conservation Commission renders this Summary Ruling in accordance with the Simsbury Inland Wetlands and Watercourses Regulations based on the following considerations:

- A. Short-term impacts from the proposed development will be controlled by installation and maintenance of erosion and sediment controls and construction run-off controls.
- B. Strict adherence to the terms and conditions imposed with this permit will protect the quality of wetlands and surface waters on this property.

This permit will be strictly enforced. If the Conservation Commission finds that the applicant has not complied with the permit conditions or has exceeded the scope of this permit as set forth herein, or, if the

intended use of the general site is not as represented by the application or the plan of record, the Commission may suspend or revoke this permit, direct the Assistant Town Planner to issue a cease and desist order, require the applicant to modify, extend or revise the site work, or require the applicant to restore the area to its original condition.

Very Truly Yours,



Michael Glidden CFM CZEO
Interim Director of Planning

cc: Maria E Capriola MPA, Town Manager
Eric Wellman, First Selectman
Tom Tyburski, Director of Culture, Parks, and Recreation
Tom Roy PE, Director of Public Works
Nick Boulter, Chief of Police
Town Clerk
File Planning Department
File Building Department
File Assessor Department