TOWN OF RIDGEFIELD Office of the Town Engineer

RIDGEFIELD, CONNECTICUT

Energy Conservation & Building Maintenance

Town Hall Site Improvements 400 Main Street, Ridgefield, Connecticut

January, 2018

DETAILED SPECIFICATIONS: BIDDING REQUIREMENTS PROJECT DESCRIPTION



RUDY MARCONI FIRST SELECTMAN

CHARLES R. FISHER, P.E.,L.S. TOWN ENGINEER

Bid Number 2018-18

LEGAL NOTICE

INVITATION to BID

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

BID DUE DATE:	February 27, 2018
BID DUE TIME:	11:00 AM
BID ITEM:	Energy Conservation & Building Maintenance, Town Hall Site Improvements, 400 Main Street, Ridgefield, CT 06877
BID NUMBER:	2018-18

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

Town of Ridgefield Kenneth Sandberg 400 Main Street Ridgefield, CT. 06877 203 - 431 – 2720

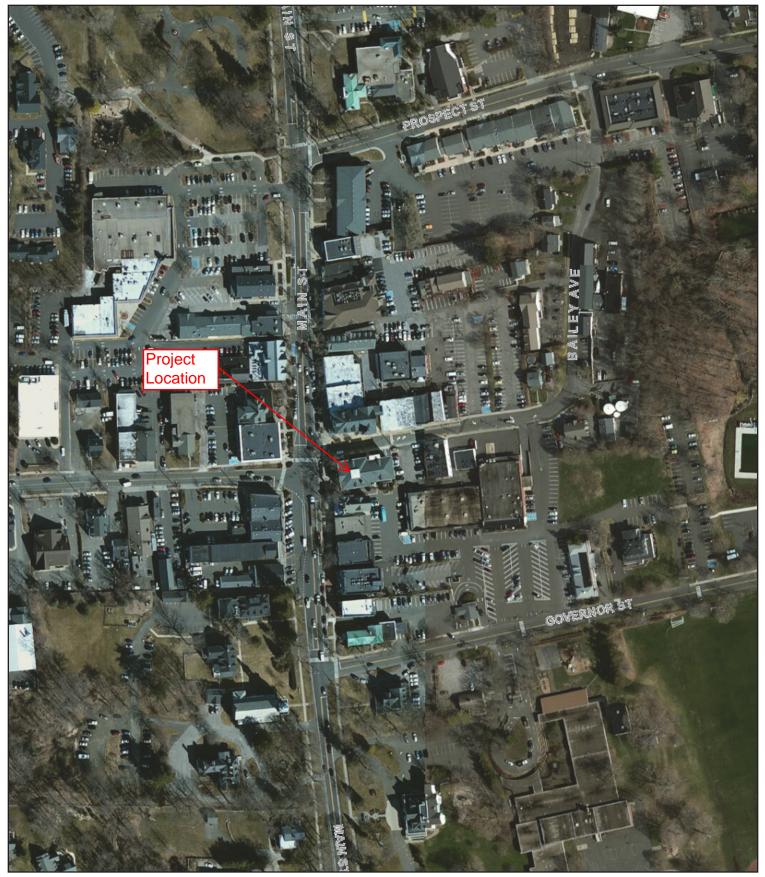
The return bid envelope must be marked and addressed to the following:

TOWN OF RIDGEFIELD DIRECTOR OF PURCHASING BID NUMBER: 2018-18 400 MAIN STREET RIDGEFIELD, CT. 06877

Bids must be received no later than the date and time stated above at the Purchasing Director's office on the second floor. For further information, please call Kenneth Sandberg at (203) 431-2720 or E-Mail at purchasing@ridgefieldct.org

This contract is subject to state contract compliance requirements, including nondiscrimination statutes and set-aside requirements. State law requires a minimum of twenty-five (25%) percent of the state- funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services. The contractor must demonstrate good faith effort to meet the 25% set-aside goals. Bid Documents available at <u>www.ridgefieldct.org</u> in the Purchasing section under Departments

Results may be viewed at <u>www.ridgefieldct.org</u> in the Purchasing Section under Departments after the bid opening.



The information depicted on this map is for planning purposes only. It is not adequate for legal boundary definition, regulatory interpretation, or parcel-level analyses.

Location Plan, Town Hall Renovations

1:2400 1"=200'



9/22/2016 1:34:36 PM

TOWN OF RIDGEFIELD CONNECTICUT

BOARD OF SELECTMEN

INSTRUCTIONS TO BIDDERS

- 1. Submit proposals in a sealed envelope plainly marked with bid number to identify this particular proposal.
- 2. Withdrawals of or amendments to bids received later than the time and date specified for bid opening will not be considered.
- 3. The Board of Selectmen of the Town of Ridgefield reserves the right to accept or reject any or all options, bids or proposals; to waive any technicality in any bid or part thereof, and to accept any bid deemed to be in the best interest of the Town of Ridgefield, Connecticut.
- 4. Bidders may be present at the opening of bids.
- 5. Bids may be held by the Town of Ridgefield for a period not to exceed sixty (60) days from the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders prior to the awarding of the contract.
- 6. Insurance requirements, if any, must be submitted with the bid. This includes any Hold Harmless requirements as well as Certificates of Insurance for the full amounts specified. **Unauthorized changes** to these forms, i.e. adding, striking out and/or changing any words, language or limits will cause the bidder to be disqualified.

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

7. <u>Permits:</u> It is the Contractor's responsibility to obtain any necessary permits prior to the start of construction. All work shall be completed in compliance with the latest edition of the prevailing fire prevention and building codes in effect in the State of Connecticut, the latest edition of the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Town of

Ridgefield Road Construction Standards, or as set forth in these specifications.

- 8. <u>Emergency Work:</u> The Contractor shall file with the Engineer a telephone number of a person authorized by him who may he contacted regarding emergency work at the job site that may be required during non-working hours for reasons of public safety. The person shall be readily available and have full authority to deal with any emergency that may occur.
- 9. <u>Sales Tax</u>: In accordance with the provisions of Special Act No. 77-98, as amended, and Section 12-412(a) of the Connecticut General Statutes, sales of tangible personal property and services to the Town are not subject to the Connecticut Sales and Use Tax, and such tax shall not be included as part of the bid.
- 12. **Contractor's Qualification Statement:** The Contractor's Qualification Statement must be filled out as part of the bid package and the experience and references listed therein will be one to the determining factors in the awarding of the bid.
- 13. <u>Hold Harmless Agreement:</u> In order for the bid to be considered valid, the Contractor <u>must</u> sign the enclosed hold harmless agreement. Bids submitted without the signed hold harmless agreement will be rejected.
- 14. <u>**Prevailing Wage Rates:**</u> This project <u>is</u> subject to the State of Connecticut's prevailing wage rates.
- 15. <u>SBE/MBE and Contract Compliance Requirements:</u> This project <u>is</u> subject to the State of Connecticut SBE/MBE set aside and contract compliance requirements. This project is 100% State funded.
- 16. <u>**Time of Completion:**</u> All work must be completed within <u>90 days</u> from receipt of the notice to proceed
- 17. <u>Bonds:</u> A Payment and Performance bond in the full amount of the Proposal will be required of the successful bidder. The bond must be in the form of a surety bond of a type satisfactory to the Town of Ridgefield. All sureties must be listed on the most recent IRS Circular 570. The bond shall be delivered to the Office of the Town Engineer before commencing the work.
- 18. **<u>Bid Bond</u>**: A Bid Bond in the amount 5% of the base bid in a format similar to that required for both the payment and performance bonds is required.

- **19.** <u>**Project Location:**</u> The project is located at the Town Hall, 400 Main Street, Ridgefield, Connecticut.
- 20. Questions regarding bid procedures should be directed via email to Kenneth Sandberg, Director of Purchasing, purchasing@ridgefieldct.org. Technical questions should be submitted via email to Charles R. Fisher, Town Engineer, cf.eng@ridgefieldct.org.
- 21. <u>**Bid Submissions:**</u> The following items shall be submitted for a bid to be considered complete:
 - (a) Executed proposal sheets, pages P-1 to P-3
 - (b) Executed Hold Harmless Agreement
 - (c) Certificates of Insurance in conformance to Item 6 above
 - (d) Contractor's List of Subcontractor's (if none, state none)
 - (e) Contractor's Qualification Statement
 - (f) Bid Bond in the amount of 5% of the base bid
 - (g) A break-down of the lump sum price bid.

Supplemental Information for Bidders and General Contract Provisions

1. <u>PREPARATION OF PROPOSALS</u>

Proposals must be made upon forms contained herein or as directed elsewhere. The blank spaces in the Proposal must be filled in correctly where indicated. The Bidder must state the prices for which he proposes to do each item of the work contemplated. In case of discrepancy where both words and the numerals are requested, the words shall govern. Ditto marks are not considered writing or printing and shall not be used. The Bidder shall sign his Proposal correctly. If the Proposal is made by an individual, his name, post office addresses and telephone number must be shown. If made by a firm, partnership, or corporation, the Proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show the post office address and telephone number of the firm, partnership, or corporation. Failure to do so may disqualify the bid.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, post office address, bid number, and name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to: The Purchasing Director, Town Hall, 400 Main Street, Ridgefield, CT 06877.

All information shall be entered in ink or by typewriter. Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink.

Corrections and/or modifications received after the closing time specified will not be accepted.

2. <u>SUBMISSION OF PROPOSALS</u>

Descriptive literature containing complete specifications must accompany each bid. If a bidder wishes to furnish additional information, more sheets may be added.

3. <u>INCURRING COSTS</u>

The Town of Ridgefield is not liable for any cost incurred for the preparation of proposals or submission of samples by the firms submitting proposals for the work requested in this bid document or request for proposals.

4. <u>FAMILIARITY WITH THE WORK</u>

Each bidder is considered to have examined the work to fully acquaint him with the exact existing conditions relating to the work and has fully informed himself as to the work involved and the difficulties and restrictions attending the performance of this bid. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

5. <u>CONSIDERATION OF PRIOR SERVICE</u>

Previous performance, quality of service and merchandise will be considered.

6. <u>ADDENDA AND INTERPRETATIONS & ALTERNATE PROPOSALS</u>

At the time of the opening of bids each bidder will be presumed to have inspected the work and to have read and to be thoroughly familiar with all of the Contract Documents (including all addenda). The failure or omission of any bidder to receive or examine any form, instruction or document shall in no way relieve any bidder from any obligation in respect to his bid.

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of these specifications, he may submit a written request for an interpretation to the Purchasing Director. No interpretations as to the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to the Town of Ridgefield, Purchasing Director, 400 Main Street, Ridgefield, Connecticut 06877, and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplementary instructions will be in the form of written Addenda to the Specifications which, if issued, will be mailed by Registered Mail with Return Receipt Requested to all prospective bidders at the respective addresses furnished for such purposes, not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such Addendum or interpretations shall not relieve any bidder from any obligations under his bid as submitted. All Addenda so issued shall become part of the Contract Documents. Oral explanations will not be binding on the Town.

The specifications listed are to be interpreted as meaning the minimum acceptable by the Town of Ridgefield. Bidders are requested to submit quotations on the basis of these specifications. Alternative bids providing a broader scope and/or services than requested in these specifications may receive consideration providing such equipment and/or service is clearly explained. Any exceptions to the specifications requested herein must be clearly noted in writing and are to be included as a part of your bid proposal. If none are included it will be assumed that there are none.

Definition of the word "complete" means that each unit of the equipment proposed shall include all appurtenances, fasteners, parts, accessories, and services ordinarily catalogued.

An item equal to that named or described in the specifications may be furnished by the Bidder, except where expressly noted as "no substitutions." The naming of any commercial name, trademark, or other identification shall not be construed to exclude any item of any manufacturer not mentioned by name, nor limit competition, but shall establish a standard of equality only. An item shall be considered equal to the item so

named or described if:

- a. It is at least equal in quality, durability, appearance, strength and design.
- b. It will perform at least equally the function imposed by the design for the work being contracted for or the material being purchased.
- c. It conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.

The Bidder shall hold the Town of Ridgefield, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted or uncopyrighted compositions, secret process, patented or unpatented inventions, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the Town of Ridgefield or himself because of the unauthorized use of such articles.

7. <u>QUOTATION LIMITATION</u>

Bidders shall offer only **ONE ITEM AND PRICE** for each line item bid. If an or-equal item is to be bid, the bidder is to select the brand and model that meets or exceeds the specified item, and submit his bid for that item.

8. <u>ESTIMATE OF WORK</u>

For bidding purposes, the work has been subdivided into unit price items. The quantities shown are to be considered as approximate only. The Purchasing Agent does not expressly or by implication agree that the actual quantity will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of the work as deemed necessary.

9. <u>SAMPLES</u>

Samples of articles, when required shall be furnished free of cost of any sort to the Town of Ridgefield. Samples received may be retained by the Town for future comparison. Samples which are not destroyed by testing, or which are not retained for future comparison will be returned upon request at the bidder's expense.

10. WITHDRAWAL OF BID

Bidders may withdraw their proposals at any time prior to the bid date. No agent/broker shall withdraw or cancel their proposal for a period of sixty (60) days after the bid closing date. The successful agent/broker shall not withdraw, cancel or modify their proposal.

11. <u>POWER OF ATTORNEY</u>

Attorneys-in-fact who sign contract bonds must file, with each bond, a certified and effectively dated copy of their power of attorney.

12. <u>SUBCONTRACTORS</u>

Each bidder contemplating the use of any subcontractor shall submit a list of subcontractors as listed on the Bid Form. The apparent low bidder shall file with the Town of Ridgefield, within five (5) days after the date of bid opening, a complete list of the names and addresses of competent, responsible and qualified subcontractors who are actually to perform major portions of the work. This in no way restricts or limits the requirement that all subcontractors must be approved by the Town. Subcontractors listed on the Bid Form or those previously approved may not be changed without the approval of the Town of Ridgefield. Local subcontractors, material suppliers, and labor in the Town of Ridgefield should be considered and sought insofar, as is practical in the performance of this project.

13. <u>QUALIFICATION OF BIDDER</u>

In determining the qualifications of a bidder, the Town may consider his record in the performance of any contracts for similar work into which he may have previously entered; and the Town expressly reserves the right to reject the bid of such bidder if such record discloses that such bidder, in the opinion of the Town, has not properly performed such contracts or has habitually, and without just cause, neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, suppliers, state or local codes, men or employees of subcontractors. The Town may make such investigation as he deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by or the investigation of such bidder fails to satisfy the Town that such bidder is properly qualified, or that such bidder misrepresented material facts in the bid documents.

14. <u>DISQUALIFICATION OF BIDDERS</u>

More than one proposal from an individual, firm, partnership, corporation, or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. Any or all proposals in which such Bidder is interested will be rejected if there is reason for believing that collusion exists among the Bidders and all participants in such collusion will not be considered in future proposals for the same work. Proposals in which the prices are obviously unbalanced may be rejected. No Contract will be awarded except to competent Bidders capable of performing the class of work contemplated.

15. <u>DELIVERY</u>

Inasmuch as this work concerns a needed public improvement, the provisions of this bid relating to the time of delivery, performance and completion of the work are of the essence of this bid. Accordingly, the successful bidder shall commence work **upon receipt of the signed Purchase Order** unless the Town shall authorize or direct a further

delay. Time of delivery shall be stated as the number of calendar days following receipt of the Purchase Order by the Bidder to receipt of the goods or services by the Town of Ridgefield. Prices quoted must include delivery to the Town of Ridgefield as specified on the Purchase Order. No charges will be allowed for parking, crating, freight, express or cartage unless specifically stated and included in this bid.

Time of delivery may be considered in the award.

16. <u>PAYMENT</u>

The Town, after inspection and acceptance of workmanship, and in consideration of the faithful performance by the Bidder of all and singular his covenants, promises, and agreements contained herein, agrees to pay the Bidder for the full completion by him of the work embraced in this Contract, within (30) Thirty Days of the receipt of the final invoice. When subcontractors or suppliers are utilized, the successful Bidder for this project shall be required to submit a Mechanics Lien Waiver, acceptable to the Town, with each progress payment and/or at time of final payment prior to any payment being made.

Time, in connection with any discount offered, will be computed from the date of delivery to the Town or from the date a correct invoice is received by the Town's Finance Department, if the latter date is later than the date of delivery. Prices will be considered as **NET**, if no cash or payment discount is shown.

The successful bidder shall submit invoices to the following address:

Town of Ridgefield Office of the Town Engineer 66 Prospect Street Ridgefield, CT 06877

IT IS UNDERSTOOD AND AGREED THAT SHOULD A BID BE ACCEPTED, IT WILL AUTOMATICALLY BECOME THE CONTRACT OR AN ADDENDUM TO ANY CONTRACT AGREED UPON.

Notification of the bid award will be made by issuance of a purchase order. Bidders are to list their bids on the appropriate attached sheets. Bidders may attach a letter of explanation. A clear notification should be made on the standard bid sheets at the appropriate point of explanation that there is a letter of explanation attached. All bids must be NET prices.

The successful bidder shall submit an itemized invoice to the Town of Ridgefield for the work as described herein.

The bidder shall be required to submit a Mechanics Lien Waiver, acceptable to the Town of Ridgefield, with each progress payment and at time of final payment prior to any

payment being made.

At the time of award, the successful bidder shall be required to supply the Town of Ridgefield a Certificate of Good Standing, certifying that the corporation is in fact a valid corporation and presently licensed to conduct business in the State of Connecticut.

17. <u>SALES TAX</u>

Certain materials and supplies incorporated in the work of this project are exempt from Connecticut Sales Tax. The Bidder shall familiarize himself with current regulations of the State Tax Department. The tax on materials or supplies exempted by such regulations shall not be included as part of the bid. The Town will furnish the successful Bidder sales tax exemption authorization.

18. <u>CARE AND PROTECTION OF PROPERTY</u>

The Bidder shall take particular care to avoid damages to all private and public property and to private or public improvements within the Town's right of way. He shall make good any damages to the satisfaction of the Town. There shall be no additional compensation for the repair or restoration of private or public property improvements.

19. <u>COMPLIANCE WITH FEDERAL, STATE AND LOCAL CODES</u>

The Bidder shall be responsible for full compliance with any Federal, State and/or Local codes, laws, regulations and standards, as applicable.

20. <u>AWARD</u>

The Town of Ridgefield reserves the right to accept or reject any bid to best serve its interests, or to hold the bids for sixty (60) days before decision.

The Town reserves the right to reject any and all bids (or any part thereof), to waive defects in proposals, or to accept any proposal deemed to be in its best interest.

Exceptions will be considered to the specification provided, providing they are listed and fully explained on a separate page entitled "EXCEPTIONS TO SPECIFICATIONS"

Each exception will be considered as to its degree of impact and total effect on the bid. The purchaser shall determine which (if any taken) exceptions are acceptable, and this determination shall be final.

The Town of Ridgefield reserves the right:

- a. To award bids received on the basis of individual items, or groups of items, or on the entire list of items.
- b. To reject any or all bids, or any part thereof.

SUPPLEMENTAL INFORMATION FOR BIDDERS

- c. To waive any informality in the bids.
- d. To accept the bid that is in the best interest of the Town of Ridgefield. The Purchasing Agent's decision shall be final.

21. <u>INSURANCE</u>

Insurance requirements are detailed under the attached "Insurance Requirements."

22. <u>GUARANTEE</u>

The bidder shall unconditionally guarantee for a period of one (1) year, except as specifically noted within these documents, from the date of acceptance, all materials, supplies, equipment, and services; including but not limited to its workmanship, delivery and installation. If within the guarantee period there are any defects or signs of deterioration the bidder shall repair, adjust or replace the item(s) to the complete satisfaction of the Town. These repairs, adjustments, or replacements are at the sole expense of the bidder and shall be made at such times that are agreeable to the Purchasing Agent so that it is least detrimental to instructional programs.

23. <u>PERMITS</u>

When required all licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes, regulations in connection with the prosecution of the work shall be obtained by the Bidder, at no additional cost to the Town.

24. <u>NONDISCRIMINATION IN EMPLOYMENT</u>

The successful bidder shall agree and warrant that, in the performance of this contract, he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, or national origin in any manner prohibited by State, Federal, County, or Municipal law. A certification of Non-Segregated Facilities and a Certification Regarding Equal Employment Opportunity shall be considered a part of this contract.

25. <u>MECHANICS LIEN WAIVERS</u>

The successful Bidder shall be required to submit a Mechanics Lien Waiver, acceptable to the Town of Ridgefield, with each progress payment, and/or at time of final payment, prior to any payment made.

Purchasing Department, Town of Ridgefield,400 Main Street, Ridgefield, CT. 06877

203-431-2720 & purchasing@ridgefieldct.org

APPENDIX - INSURANCE REQUIREMENTS

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

- 1. <u>Comprehensive General Liability Insurance</u> as will protect him, the Town, and any subcontractor performing work covered by this Contract, from claims for damages for personal injury, including accidental or wrongful death, as well as claims for property damages, which may arise from operations under this Contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Liability insurance shall include premises and operations, products, contractual, owners, and contractors protective. The minimum amounts of such insurance shall be as follows:
 - Bodily Injury Liability and Property Damage Liability: **\$1,000,000 each occurrence**.
 - The Town shall be named as an <u>Additional Insured</u> This MUST be stated explicitly on the Certificate or you will be disqualified
- Worker's Compensation Insurance and Employer's Liability for all of his employees, employed at the site and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all employees of the later unless such employees are covered by the protection afforded by the Contractor.
 - Worker's Compensation and Employer Liability: Statutory Limits
- 3. Comprehensive Auto Liability Insurance:
 - <u>Bodily Injury Insurance and Property Damage Insurance</u> covering the operation of all Motor Vehicles owned, hired and/or non-owned by the Contractor, or used by the Contractor in the Prosecution of the work

under the Contract, shall be in the minimum of **\$1,000,000 each** occurrence.

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

HOLD HARMLESS AGREEMENT

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

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

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this on the_____ day of_____

Signed, Seated and Delivered in the Presence of:

Signed:

Notary Public

CONTRACTOR'S QUALIFICATION STATEMENT

List below references for similar projects, including all information requested. This page must be completed and submitted with the bid.

1. Client:		
Project Address:		
Approximate Value:	Date: Started	Completed
Contact: Name		Telephone
2. Client:		
Project Address:		
Approximate Value:	Date: Started	Completed
Contact: Name		Telephone
3. Client:		
Project Address:		
Approximate Value:	Date: Started	Completed
Contact: Name		Telephone
4. Client:		
Project Address:		
Approximate Value:	Date: Started	Completed
Contact: Name		Telephone
<i>Company:</i>	Bid Tit	tle:
Street:	Bid No	D.:
City, State:	Telephone No.	.:

CONTRACTOR'S LIST OF SUBCONTRACTORS

List below the subcontractors intended to be utilized for this project. This page must be completed and submitted with the bid.

1. Firm:		
Firm's Address:		
Contact: Name	Telephone	
Type of Work to be Performed:		
2. Firm:		
Firm's Address:		
Contact: Name	Telephone	
Type of Work to be Performed:		
3. Firm:		
Firm's Address:		
Contact: Name	Telephone	
Type of Work to be Performed:		
4. Firm:		
Firm's Address:		
Contact: Name	Telephone	
Type of Work to be Performed:		
Company:	Bid Title:	
Street:	Bid No.:	
City, State:	Telephone No.:	
CONTRACTOR'S LIST OF SUBTRACTORS		Q-2

PROPOSAL

Proposal of:

to furnish and deliver all materials and to do and perform all works in accordance with the Contract Documents for **Town Hall Site Improvements**, the plans and specifications prepared by Charles R. Fisher, P.E., L.S., Town Engineer, the works being situated within the Town of Ridgefield, Connecticut.

The undersigned bidder has carefully examined the Contract Documents referred to in the "Information for Bidders", and also the site of the work, and will provide all necessary labor, machinery, tools, apparatus, and other means of construction, and do all the work and furnish all material called for by the Contract Documents in the manner prescribed therein and in said Contract, and in accordance with the requirements of the Engineer under them for the following sums:

Estimated Quantities

<u>Item</u>

Estimated <u>Quantity</u> **Computed Total**

Item 1: Town Hall Site Improvements the lump sum price of:					
	_dollars				
and	cents				
(\$) Lump Sur	m LS	\$			
Grand Total, Item 1					
		\$			

The Lump Sum price shown above is for all labor, tools, materials, and equipment necessary to complete all of the improvements shown on the plans or as specified herein.

For purposes of comparison, the computed Grand Total, All Items will serve as the basis of comparison of all bids. The computed total is not an official part of this proposal.

The Town reserves the right to eliminate any item or portion of the work that it deems to be in the best interest of the Town.

All costs of excavation of unsuitable material as shown on the plans or specified in the field are to be carried under each specific item.

Any inconsistencies between the plans and specifications shall be reported to the Town Engineer. The Town Engineer shall make the final decision on any inconsistencies and their intent.

The Undersigned Also Agrees as Follows:

<u>First</u>: To do any extra work not covered by the above schedule of prices, which may be ordered by the Engineer and to accept as full compensation therefor such prices as may be agreed upon in writing by the Engineer and the Contractor in accordance with Article 5, "General Conditions".

<u>Second</u>: Within seven (7) days from the date of the "Notice to Proceed", to execute the Contract and to furnish to the Owner a satisfactory performance and payment bond in the sum of the full amount of the contract.

Dated: _____

Signature of Bidder:

By: _____

Title:

Business Address: _____

GENERAL CONDITIONS

1. CONTRACTOR'S UNDERSTANDING:

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character quality and quantity of materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

2. DEFINITIONS:

<u>OWNER:</u>	The word "Owner" when it appears in the Contract Documents shall mean The Town of Ridgefield, Connecticut.
<u>ENGINEER:</u>	The word "Engineer" when it appears in the contract Documents shall mean: Charles R. Fisher, P.E.,L.S. Town Engineer, or his specifically designated Agent.
CONTRACTOR:	The word "Contractor" when it appears in the Contract Documents shall mean the party to whom the Contract has been awarded.

3. MATERIALS, APPLIANCES AND EMPLOYEES:

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times endorse strict discipline and good order among his employees, and shall not employ on the work any unfit person or any one not skilled in the work assigned to him.

4. PROTECTION OF WORK AND PROPERTY:

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and the Contract Documents. He shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, it so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work, shall be determined by agreement or arbitration.

5. <u>CHANGES IN THE WORK</u>:

The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract Sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

In giving instructions, the Engineer shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency, endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Engineer, and no claim for an addition to the Contract Sum shall be valid unless so ordered.

The value of any such extra work or change shall be determined in one or more of the following ways:

- (a) By estimate and acceptance in a lump sum.
- (b) By unit prices named in the Contract subsequently agreed upon.
- (c) By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the Contractor, provided he receives an order as above, shall proceed with the work. In such case, and also under case (c), he shall keep and present in such form as the Engineer may direct, a correct account of the net cost of labor and materials, together with

vouchers. In any case, the Engineer shall certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, payments on account of changes shall be made on the Engineer's estimate.

6. CLAIMS FOR EXTRA COST:

If the Contractor claims that any instructions by drawings or otherwise involve extra cost under this Contract, he shall give the Engineer written notice thereof within a reasonable time after the receipt of such instructions and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided for changes in the work. No such claim shall be valid unless so made.

7. SUSPENSION OF WORK:

The Owner may at any time suspend the work, or any part thereof by giving 24 hours notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the owner to the Contractor to do so. The Owner shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension.

8. THE OWNER'S RIGHT TO DO WORK:

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after three days written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

9. PAYMENTS WITHHELD:

The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary to protect him from loss on account of the following:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims.
- (c) Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- (d) A reasonable doubt that the Contract can be completed for the balance then unpaid.
- (e) Damage to another Contractor.

When the above grounds are removed, payment shall be made for amount withheld because of them.

10. CONTRACTOR'S LIABILITY INSURANCE:

The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Certificates of such insurance shall be filed with the engineer, if he so requires and shall be subject to his approval for adequacy of protection.

11. INDEMNITY:

The Contractor shall indemnify and save harmless the Owner from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him, by reason of any act or omission of the said Contractor, his agents or employees, in the execution of the work or in the guarding of it.

The Contractor shall, and is hereby authorized to maintain and pay for such insurance, issued in the name of the Owner, as will protect the Owner from his contingent liability under this Contract, and the Owner's right to force against the Contractor any provision of this article shall be contingent upon the full compliance by the Owner with the terms of such insurance policy or policies, a copy of which shall be deposited with the Owner.

12. DAMAGES:

Any claim for damage arising under this Contract shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials, and shall be adjusted by agreement or arbitration.

13. ASSIGNMENT:

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due to or to become due to him hereunder, without the previous written consent of the Engineer.

14. ENGINEER'S STATUS:

The Engineer shall have general supervision and direction of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall also have authority to reject all work and materials which do not conform to the Contract, to direct the application of forces to any portion of the work, as in his judgment is required, and to order the force increased or diminished, and to decide questions which arise in the execution of the work.

15. METHOD OF PAYMENT:

At the end of each calendar month, the Contractor shall submit to the Engineer a requisition for payment which requisition shall be based upon the actual amount of the work performed during the previous month. The requisition may include materials stored on the site but not installed. The Engineer shall, within ten (10) days, check the requisition against his review of the work which has been done and submit it to the Owner, a written statement as to the validity of the requisition. The Owner shall then pay to the Contractor one **hundred percent** (100%) of the amount stated in the Engineer's report. No payment shall be made until the Contractor has satisfied all prevailing wage reporting requirements if prevailing wages are a part of this contract.

In the event that this contract is subject to the State of Connecticut SBE/MBE set aside and contract compliance requirements, the Contractor's attention is directed to Appendix "B", State of Connecticut SBE/MBE requirements regarding the withholding of 2% of the State Funded portion of the contract value each month if the contract value exceeds \$500,000, pending the review and approval of the Contractor's Affirmative Action Plan by CHRO.

16. FINAL PAYMENT:

When the Contract has been completed, the Contractor shall notify the Engineer in writing. Upon receipt of this notification, the Engineer shall proceed to make final measurements of the work done under the provisions of this Contract. The Engineer shall then submit to the Owner a written statement setting forth these final measurements and the amount due the Contractor consistent with the unit prices and lump sum bid in the Proposal. The Owner shall within sixty (60) days pay to the Contractor this sum except that he may deduct any moneys which are to be retained under the terms of the Contract for repairs or otherwise.

17. ORDER OF THE WORK:

The order of the work shall be subject to the approval of the Engineer in all cases. The Contractor may be required to submit a work schedule in writing to the Engineer for his approval.

18. (<u>OMITTED)</u>

19. **PROTECTION TO PUBLIC**:

The Contractor shall conduct the work in such a manner as to offer minimum disturbance to the traveling public. He shall not close off traffic without specific permission of the Engineer and shall provide flagmen if such becomes necessary, in the opinion of the Engineer. Proper barricades, lights, and other protective devices shall be supplied at the Contractor's expense and properly maintained during the entire course of the work.

20. GUARANTEE:

The Contractor guarantees that the work to be done under this Contract and the materials furnished by him and used in the construction of the project are free from defects or flaws. The guarantee is for a term of one (1) year from and after the date upon which the final estimate of the Engineer is formally approved by the party of the first part It is hereby agreed and understood that this guarantee shall not include any repairs made necessary by any cause or causes other than defective materials furnished by or defective work done by the Contractor.

21. RATE OF PROGRESS AND TIME OF COMPLETION:

The Contractor shall commence work within seven (7) days after receipt of the Notice to Proceed and, unless an extension of time shall be made in the manner herein provided, shall progress therewith to final completion within ninety (90) consecutive calendar days after receipt of the Notice to Proceed.

22. EXTENSION OF TIME:

The Contractor expressly covenants and agrees that, in undertaking to complete the work within the time specified, he has taken into consideration and made allowance for all of the ordinary delays and hindrances incident to such work, whether growing out of delays in securing materials, workmen, or otherwise. Should the Contractor, however, be substantially delayed in the prosecution and completion of the work by any changes, additions, or omissions therein ordered in writing by the engineer, or by fire, lightning, earthquake, tornado, cyclone, riot, insurrection of war, or by the abandonment of the work by the workmen engaged therein, through no fault of the Contractor, or by the discharge of all or any material number of workmen in consequence of difficulties arising between the Contractor and such workmen, or by the neglect, delay, or de default it of any other contractor of the town, then the Contractor may, within five (5) days after the occurrence of the delay for which he claims allowance, notify the Engineer in writing, and thereupon, and otherwise, the Contractor shall be allowed such additional time for the completion of the work, as the Engineer in his discretion shall award in writing, and his decision shall he final and conclusive upon the parties. Such additional time shall be the sole and exclusive remedy for any delay claimed by the Contractor.

23. SALES TAX:

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

24. Termination of the Contract:

If the Owner fails to make payment thereon for a period of 30 days, the Contractor may, upon seven additional days written notice to the Owner, terminate the Contract and recover from the Owner payment for work executed and for proven loss with respect to materials, equipment tools, and construction equipment and machinery, including reasonable overhead, profit and damages applicable to the project.

If the contractor defaults or persistently fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the cost thereof, including compensation for the Engineer's services and expenses made necessary thereby, from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and upon certification by the Engineer that sufficient cause exists to justify such action, the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. It the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Engineer's services and expenses made necessary thereby, such excess shall be paid to the Contractor, but if such costs exceed such unpaid balance. the Contractor shall pay the difference to the Owner.

SPECIAL CONDITIONS

1. <u>Contract Documents and Working Drawings</u>:

The work is shown on the attached appendices, if any, or the accompanying Contract Drawings. Such additional working drawings as are required because of changes or to provide greater detail will be provided by the Engineer.

2. <u>Planimeter:</u>

The use of the planimeter shall be considered satisfactory for estimating quantities where geometric and analytic methods would be comparatively laborious.

3. <u>Soil and Groundwater Conditions</u>:

The Town assumes no responsibility whatsoever with respect to ascertaining for the Contractor such facts concerning physical characteristics at the site of the project. The Contractor agrees that he will make no claim for and has no right to additional payment or extension of time for completion of the work, or any other concession because of any interpretations or misunderstanding on his part of this Contract, or because of any failure on his part to fully acquaint himself with all conditions relating to the work.

4. <u>Existing Structures:</u>

All known surface structures immediately adjacent to the work, are shown on the Plans. This information is shown for the convenience of the contractor in accordance with the best information available, but is not guaranteed to be correct or complete. Underground structures in the path of the project are **not** shown. The Contractor shall explore the route ahead of trenching and shall uncover all known obstructing pipes sufficiently to determine their location. Necessary changes in location may be made by the Engineer to avoid unanticipated obstruction.

The Contractor shall, at his own expense, sustain in their places and protect from direct or indirect injury all utilities, pipes, poles, conduits, walls, buildings, and other structures, utilities, and property in the vicinity of his work. Such sustaining and protecting shall be done carefully by the Contractor and as required by the party owning or controlling the structure. Before proceeding with such work, the Contractor shall satisfy the Engineer that the methods and procedures to be used have been approved by the party owning said structure. The Contractor shall take all risks attending the presence or proximity of pipes, poles, conduits, walls, buildings, wires, or other structures, utilities, and property in the vicinity of his work, and he shall be responsible for all damage and assume all expense for direct or indirect injury caused by his work to any of them or to any person or property by reason of injury to them.

The Contractor must notify "Call Before You Dig" at 1-800-922-4455 prior to start of construction.

5. <u>Dust Control:</u>

The Contractor shall take all necessary precautions to prevent and abate nuisance caused by dust arising from his operation, by the application of water spray.

6. <u>Sedimentation and Erosion Control:</u>

The Contractor shall control sedimentation and erosion in accordance with the publication entitled, "Erosion and Sedimentation Control Handbook," latest edition, U. S. Department of Agriculture, Soil Conservation Service, Storrs, Connecticut, and as approved by the Engineer.

7. <u>Payment for Miscellaneous Work</u>:

No direct or separate payment will be made for furnishing and providing miscellaneous temporary works, plant and services, including Contractor's office, sanitary requirements, water supply, power, tools, equipment, lighting, telephone systems, store houses, store yards, safety devices, and watchmen, or other items specified under these special conditions. Compensation for all such services and materials shall be considered as having been included in the prices stipulated for the Items of the Contract.

8. <u>Clean-up of Site:</u>

During the progress of the work, the Contractor shall keep the site in a generally neat condition. Lunch papers, bottles, lumber cut-offs, drinking cups, and like rubbish shall be removed from the site daily. The work shall be cleaned up as the various portions of the project are completed.

Upon completion of the work and before acceptance and final payment will be made, the Contractor shall, except as otherwise expressly directed or permitted in writing, clean and remove from the site all surplus and discarded materials, rubbish, and temporary structures. He shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work, and leave the whole in a neat and presentable condition. He shall also remove all plant, surplus, and waste materials from the site.

9. <u>Emergency Work:</u>

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

10. <u>Work in Bad Weather:</u>

During freezing, stormy, or inclement weather, no work shall be done except that which can be done satisfactory and in a manner as to secure first-class construction throughout.

11. Night, Saturday, and Sunday Work:

Unless otherwise permitted or stipulated under a State or Town encroachment permit, no work shall be done between the hours of 6:00 p.m. and 7:00 am, nor on Saturday or Sunday, except as necessary for the proper care and protection of the work already performed. If it shall become absolutely necessary to perform work at night or on Saturday or Sunday, the Engineer shall be informed at least twenty-four (24) hours in advance of the beginning of performance or such work. Only such work shall be done at night as can be done satisfactorily and in a first-class manner. Good light and other necessary facilities for performing and inspecting the work shall be provided and maintained at all points where such work is being done.

12. <u>Explosives and Blasting:</u>

Explosives for blasting shall be stored, handled, and used in accordance with the laws, ordinances, and regulations of the State of Connecticut, all local regulations, and with such additional regulations as the Engineer may require. Blasting shall be conducted so as not to endanger persons or property and, unless otherwise permitted, shall be covered or otherwise satisfactorily confined. The Contractor shall be responsible and shall make good any damage of whatever nature caused by blasting or accidental explosions. It shall be the Contractor's responsibility to obtain all required permits for blasting.

13. Traffic Control:

The Contractor shall maintain traffic during the progress of the work. Barricades, flagmen, uniformed police officers on any other type of traffic control necessary to ensure the safety of the public shall be utilized by the Contractor. All methods of traffic control are subject to the approval of the Chief of Police who may direct other methods to be employed. No direct payment for traffic control will be made. It is the Contractor's responsibility to schedule all uniformed police officers as may be required. Payment for all traffic control other than uniformed police officers shall be covered under the various items of these specifications.

14. Material Disposal:

The Contractor shall be responsible for the disposal of all construction debris generated by the project. The Town cannot accept the disposal of any material at this time.

17. <u>Wage Rates</u>:

This project <u>IS</u> subject to prevailing wage rates.

18. State of Connecticut SBE/MBE Set Aside Requirements:

This project is subject to the State of Connecticut SBE/MBE set aside requirements.

19. Permits:

It is the Contractor's responsibility to obtain all necessary building or construction permits, including those that may be required from either the Town of Ridgefield or the State of Connecticut, prior to the start of construction. All work shall be completed in compliance with the latest edition of the prevailing fire prevention and building codes in effect in the State of Connecticut or the State of Connecticut department of Transportation Standard Specifications, latest edition, as applicable.

20. Concrete Testing:

Concrete testing **is** required.

20. Materials:

Materials normally delivered labeled shall be received with manufacturer's original label and instruction, or else shall be subject to rejection. Materials shall be stored under adequately clean and dry condition, and all work shall be preformed according to the best practice of the trades. Manufacturer's specifications and instructions for products specified herein or approved equals, become part of these specifications and all such instructions are to be followed accordingly.

21. Lines and Grades:

It is the intent of these plans and specifications to illustrate the approximate location of the proposed sidewalk. It is the Contractor's responsibility to locate in the field the project's location according to the constraints as shown on the plans or listed under these specifications.

22. Accommodation of Traffic:

During the progress of the work, all roads shall be kept open for the passage of traffic and pedestrians and shall not be unnecessarily obstructed unless authorized by the authority having jurisdiction over same. Driveways, sidewalks and crossings shall be closed as short a time as possible while pipe is being placed, and passage shall be restored as soon as possible thereafter by properly placed backfill or approved bridging. The Contractor shall take such measures at his own expense as may be necessary to keep the roads open for traffic, and

shall give advance notice to the Department of Transportation (D.O.T.), town public works department, local police and state police as required.

Warning signs shall be provided along all roads where work is in progress. The Contractor shall notify and make all arrangements with the D.O.T., town public works department, local police and state police for direction of traffic past the equipment, machinery, or construction operations. Barricades and lights shall be provided to protect traffic. Where trenches have been cut in road shoulders on which traffic may pass at times, warning signs shall be placed at frequent intervals and maintained until the shoulder is safe for travel. All such work and operations shall be in accordance with the requirements of the D.O.T., public works department, local police and state police.

Should the Contractor or his employees neglect to set out and maintain barricades or lights, as required in these Specifications, the Engineer may immediately and without notice, arrange for furnishing, installing and maintaining barricades or lights, and any other precaution deemed necessary. The cost thereof shall be borne by the Contractor and may be deducted from any amount due or to become due to the Contractor under this Contract.

The Contractor shall be held responsible for any damages that may have to be paid as a consequence of the Contractor's failure to protect the public.

SPECIMEN CONTRACT

This Agreement made as	f the day of
the year b	and between the Town of Ridgefield, 400 Main
Street, Ridgefield, Conne	icut, (herein after called the Owner), and
	, doing business at
	, (herein after called the

Contractor).

Witnesseth that the Owner and the Contractor in consideration of the mutual covenants herein after set forth, agree as follows:

Article 1. Work:

The contractor will perform all work as shown in the Contract Documents for the completion of the Project generally described as follows:

Town Hall Site Improvements

The work to be done consists of the furnishing of all labor, materials, tools, and equipment necessary to construct the project as shown on the plans and as described in the specifications prepared by Charles R. Fisher, P.E.,L.S. Town Engineer and DeLalla & Associates, LLC..

Article 2. Engineer:

Charles R. Fisher, P.E.,L.S., Town Engineer, will act as the Engineer in connection with completion of the Project in accordance with the Contract Documents.

Article 3. Contract Time:

The work shall be completed within **ninety (90) calendar days** after the date which the Contractor is to start the work as provided in the Contract Documents.

Article 4. Contract Price:

The Owner will pay the Contractor for performance of the Work and completion of the Project in accordance with the Contract Documents subject to adjustment by modifications as provided therein in current funds as follows:

Article 5. Progress and Final Payments:

The Owner will make progress payments on account of the Contract Price as provided in the General Conditions. Progress and final payments will be on the basis of the Contractor's application for payment as approved by the Engineer.

Article 6. Contract Documents:

The Contract Documents which comprise the contract between the Owner and the Contractor are attached hereto and made a part hereof and consist of the following:

- A. This agreement
- B. Exhibits to this Agreement
- C. Contractor's Bid and Bid Bonds
- D. Specifications
- E. Drawings as referenced by the Specifications or attached hereto
- F. Addenda numbers:
- G. Any modifications, including change orders, duly delivered after execution of this agreement.

Article 7. <u>Miscellaneous:</u>

- A. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- B. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents and, specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.
- C. The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect of all covenants, agreements and obligations contained in the Contract Documents.
- D. The Contract Documents constitute the entire agreement between the Owner and the Contractor and may only be altered, amended or repealed by a duly executed written instrument.

In witness whereof, the said parties hereto have caused this instrument to be signed by their respective duly constituted officers, attested, and sealed pursuant to proper resolutions.

Signed and sealed in the presence of:

Town of Ridgefield

Ву_____

Date_____

Contractor

Ву_____

Date

SECTION 02221 - TRENCHING, BACKFILLING AND COMPACTING

PART 1 - GENERAL

1.1 <u>RELATED DOCUMENTS</u>

A. Attention is directed to the Contract, General Conditions, Modifications, and all Sections within Division 1, General Requirements, which are hereby made a part of this Specification Section.

1.2 WORK INCLUDED

A. The work includes all labor, material, equipment and incidentals necessary to excavate trenches to depths and widths shown or directed, backfill, compact, testing and dispose of surplus material. Provide drainage to make the bottom of the excavation dry and firm. Excavate unsuitable material below grade and backfill.

1.3 <u>RELATED WORK</u>

A. Examine Contract Documents for requirements that affect work of this Section. Other Specification Sections that directly relate to work of this Section include, but are not limited to:

CUTTING AND PATCHING	SECTION 02230
ROCK AND BOULDER REMOVAL	SECTION 02211
GRADING	SECTION 02212
STORM DRAINAGE SYSTEM	SECTION 02730

1.4 SUBMITTALS AND CODES

- A. Wherever reference is made to the D.O.T. Specifications, it shall mean the Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Form 816 (2004), as modified by Supplemental Specifications issued by the Connecticut Department of Transportation.
- B. Material:

Representative samples of all materials, which require approval of the Engineer, shall be submitted five (5) days prior to the date of anticipated use.

1.5 JOB CONDITIONS

A. Dust Control:

Use all means necessary to control dust on and near the work. Apply water and/or calcium chloride to prevent dust from being a nuisance to the public or workers.

B. Protection:

Use all means necessary to protect all materials, living matter, utilities, pavements and structures. Particular care shall be exercised to protect tree root systems and tree trunks. In the event of damage, immediately make all repairs and replacement necessary to the approval of the Engineer and at no additional cost to the Owner.

C. Traffic Control:

Direct traffic throughout project by warning signs and flagmen to provide maximum safety for workmen, residents and traffic.

PART 2 - PRODUCTS

2.1 <u>MATERIALS</u>

A. Common Fill:

Common fill shall not contain stones, rock, concrete or other rubble larger than ten (10) inches in diameter. It shall have physical properties that allow it to be easily spread and compacted. Common fill shall be unfrozen and free of organics, trash, ice, wood, wet or soft plastic soils and other objectionable material which may be compressible or which cannot be compacted properly and shall consist of one or more of the following Unified soil types GW, GP, GM, SW, SP, and SM.

B. Free Draining Material:

Connecticut DOT Specification Form 816-M.02.07.

C. Sand:

Sand shall consist of clean mineral aggregate with particle size limits as follows:

US Sieve Size	Percent Passing by Weight
No. 4	100
No. 100	0 - 13
No. 200	0 - 12

D. Bank run gravel:

Connecticut DOT Specification Form 816 Section M.02.01, grading A.

E. Processed Aggregate Base:

Connecticut DOT Specification Form 816 Section M.05.01.

F. Crushed Stone:

Clean, sound, crusher run or natural stone, conforming to Connecticut DOT specifications M.01.01.

G. Other Material:

All other material required for completion of the work, but not specified herein, shall conform to the Connecticut DOT Standard specifications for Roads and Bridges and Incidental Construction, Form 816 and shall meet with the Engineer's approval.

PART 3 - EXECUTION

- 3.1 INSPECTION
 - A. Become thoroughly familiar with the site, the site conditions and all portions of the work falling under this Section. Inspect all physical features within and adjacent to the project and report to Engineer all deviations or discrepancies from information shown on the Drawings.

3.2 <u>PREPARATION</u>

A. Field Measurements:

Establish centerline of trenches.

Set elevations for work.

Perform all necessary clearing and grubbing.

Strip topsoil from all areas that will be substantially disturbed by or during construction. Avoid mixing topsoil with subsoil and stockpile it in areas on the site as approved by the Engineer. Topsoil shall be stockpiled free from brush, trash, stones and other extraneous material and protected until it is placed. The Contractor as directed by the Engineer shall dispose of any topsoil remaining after all work is in place.

All pavements shall be cut prior to removal with saws or approved power tools.

3.3 <u>PERFORMANCE</u>

A. Trenching:

Excavation shall be made to the widths and depths necessary for sheeting, bracing, pumping, draining and for all other work required. The Engineer must approve any deviations from the trench dimensions shown on the Drawings.

Where sand or screened or crushed gravel is used for bedding, the trench may be excavated by machinery to, or just below, the designated subgrade provided that the material remaining in the bottom of the trench is no more than slightly disturbed.

Where pipe is to be laid directly on the trench bottom, the lower part of the trenches shall not be excavated to grade by machinery, the last of the material being excavated manually in such a manner that will give a flat bottom true to grade so that pipe can be evenly supported on undisturbed material. Bell holes shall be made as required.

Excavated material shall be stockpiled in such a manner as to prevent nuisance conditions. Surface drainage shall not be hindered.

When utilities are noted on the drawings as being extended 5' outside the building by either the electrical, plumbing, fire protection or HVAC contractor, it shall be the responsibility of the contractor to do all excavation and backfill up to the face of the building.

B. Below Grade Excavation and Refill:

If the material at or within 8 inches below the normal grade of the bottom of the trench is unsuitable for foundation, it shall be removed as directed by the Engineer and replaced by screened or bank-run gravel.

If the Contractor excavates below grade through error or for his own convenience, or through failure to properly dewater the trench, or disturbs the subgrade before dewatering is sufficiently complete, he may be directed by the Engineer to excavate below grade as set forth in the preceding paragraph, in which case the work of excavating below grade and furnishing and placing the refill shall be performed at his own expense.

If the material at the level of trench bottom consists of fine sand, sand and silt or soft earth, the subgrade material shall be removed to the extent directed and the excavation refilled with bank-run gravel for bedding of the pipe.

C. Drainage:

The Contractor shall at all times during construction provide and maintain proper equipment and facilities to remove promptly and dispose of properly all water entering excavations, and keep such excavations dry so as to obtain a

TRENCHING, BACKFILLING AND COMPACTING

satisfactory undisturbed subgrade foundation condition. The dewatering method used shall prevent disturbance of earth below grade.

All water pumped or drained from the work shall be disposed of in a suitable manner without damage to surrounding property, and in accordance with pertinent rules and regulations.

No construction, including pipe laying, shall be allowed in water. No water shall be allowed to contact masonry or concrete within 24 hours after being placed.

The Contractor shall constantly guard against damage due to water and floatation and take full responsibility for all damage resulting from his failure to do so.

Any and all costs associated with dewatering that may be required for the installation of buildings foundations and site elements shall be included in the contractor's bid. This will include the installation of crushed stone as specified. The contractor shall carefully review all recommendations of the geotechnical report which are part of the contract documents. The contractor will be responsible for all dewatering required in the building footprints until such time as all slabs on grade are complete. The contractor will be responsible for dewatering on the site elements for the duration of the project.

D. Backfilling and Compacting:

As soon as practicable after pipe has been positioned, jointed, tested and approved by the Engineer for backfilling, backfilling shall begin and continue expeditiously. Should any of the work be backfilled prior to approval, it shall be uncovered for inspection at no cost to the Owner.

From the bottom of the trench to mid-diameter of the pipe, backfill shall be as noted on the drawings thoroughly compacted (95% of maximum density) by hand tamping.

From mid-diameter to 1 foot above top of pipe, backfill shall be as noted on the drawings placed in 8-inch layers compacted to 95% maximum density.

From 1 foot above top of pipe to subgrade for paved or gravel surfaces (or within 2 feet of surface), backfill shall be granular backfill placed in 8-inch layers compacted to 92% maximum density.

For subgrade or for 1 foot below traveled surface, backfill shall be gravel placed in 8-inch layers compacted to 95% maximum density. Compact subgrades by proof rolling which will consist of a minimum 8 passes over the subgrade with a vibratory roller having a minimum operating weight of 10 tons.

Backfilling shall be completed to original grades or as indicated on the Drawings. Settlements shall be corrected.

3.4 FIELD QUALITY CONTROL

A. Soil Compaction Tests:

Field determination will be made in accordance with the Standard Method of Testing for Density of soil in place by either the Sand-Cone Method ASTM 1556 the Rubber-Balloon Method ASTM D2167, or Nuclear Densometer. Contractor shall include in their bids the cost for obtaining compaction testing by a qualified laboratory testing company.

3.5 ADJUSTMENT AND CLEANING

A. Disposal of Excess Material:

Segregate excavated material for suitability for use in backfilling.

Do not excavate material from the site except as authorized. Stockpile surplus material suitable for backfill until fill requirements are satisfied. Excess material including paving, rock and boulders shall be the Contractor's responsibility for disposal: first at municipal sites designated by the Owner and secondly at approved sites chosen by the Contractor.

B. Restoring Trench Surface:

Trench surfaces shall be maintained constantly as work progresses. All areas of settlement shall be refilled immediately.

Surfaces other than paved traveled ways disturbed by trenching shall be restored by the Contractor to a condition at least equal to that was existing before work began.

Trenches in grassed area may be restored with either conserved loam or loam borrow at the Contractor's expense. Minimum depth of loam shall be 4 inches.

SECTION 02230 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 <u>RELATED DOCUMENTS</u>

A. Attention is directed to the Contract, General Conditions, Modifications, and all Sections within Division 1, General Requirements, which are hereby made a part of this Specification Section.

1.2 WORK INCLUDED

A. Execute cutting (including excavating), fitting or patching of Work.

B. In addition to contract requirements, upon written instructions of Engineer:

Uncover work to provide for Engineer's examination of covered work. Remove samples of installed materials for testing. Remove work to provide for alteration of existing work.

C. Do not endanger any work by cutting or altering work or any part thereof.

D. Do not cut or alter work of another contractor without written consent of Engineer.

1.3 <u>RELATED WORK</u>

A. Examine Contract Documents for requirements that affect work of this Section. Other Specification Sections that directly relate to work of this Section include, but are not limited to:

TRENCHING, BACKFILLING AND COMPACTING SECTION 02221

1.4 <u>SUBMITTALS AND CODES</u>

- A. Wherever reference is made to the D.O.T. Specifications, it shall mean the Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Form 816 (2004), as modified by Supplemental Specifications issued by the Connecticut Department of Transportation.
- B. Prior to cutting which affects structural integrity or safety of Project, or work of another Contractor, submit written notice to Engineer, requesting consent to proceed with cutting, including:
 - Identification of Project.
 - Description of affected work.
 - Necessity for cutting.
 - Affect on other work, on structural integrity of Project.
- C. Description of proposed work. Designate:
 - Scope of cutting and patching.
 - Contractor and trades to execute work.
 - Products proposed to be used.
 - Extent of refinishing.

D. Alternatives to cutting and patching:

- Designation of party responsible for cost of cutting and patching.
- Prior to cutting and patching done on instruction of Engineer, submit cost estimate.

- E. Should conditions of Work, or schedule, indicate change of materials or methods, submit written recommendation to Engineer, including:
 - Conditions indicating change.
 - Recommendations for alternative materials or methods.
 - Submittals as required for Substitutions.
 - Estimate of cost.
 - Submit written notice to Engineer, designating timework will be uncovered, to provide for observation.

1.5 PAYMENT FOR COSTS

Costs caused by ill-times or defective work, or work not conforming to Contract Documents, including costs for additional services to Engineer: shall be borne entirely by the party responsible for the ill-timed, rejected or nonconforming work.

PART 2 - PRODUCTS

2.1 <u>MATERIALS</u>

A. Materials for replacement of work removed shall comply with specifications or instructions of Engineer for type of work to be done.

PART 3 - EXECUTION

3.1 INSPECTION

A. Inspect existing conditions of work including elements subject to movement or damage during:

- Cutting and patching.
- Excavating and backfilling.

B. After uncovering work, inspect conditions affecting installation of new products.

3.2 PREPARATION PRIOR TO CUTTING

A. Provide shoring, bracing and support as required to maintain safety and structural integrity of project.

B. Provide protection for other portions of Project.

C. Provide protection from elements.

3.3 PERFORMANCE

A. Execute fitting and adjacent of projects to provide finished installation to comply with specified tolerances, finishes.

B. Execute cutting and demolition by methods that will prevent damage to other work, and will provide proper surfaces to receive installation of repairs and new work.

C. Execute excavating and backfilling by methods that will prevent damage to other work, and will repairs and new work.

D. Restore work that has been cut or removed; install new products to provide completed work in accordance with requirements of Contract Documents and the instructions of the Engineer.

E. Refinish entire surfaces as necessary to provide an even finish.

- F. Continuous Surfaces: To nearest intersections.
- G. Assembly: Entire refinishing.

SECTION 02270 – SEDIMENTATION AND EROSION CONTROL

PART 1 - GENERAL

1.1 <u>RELATED DOCUMENTS</u>

A. Attention is directed to the Contract, General Conditions, Modifications, and all Sections within Division 1, General Requirements, which are hereby made a part of this Specification Section.

1.2 WORK INCLUDED

A. The work includes all labor, material, equipment and incidentals necessary to intercept and filter overground water flows to prevent the movement of silt from the construction area.

1.3 <u>RELATED WORK</u>

A. Examine Contract Documents for requirements that affect work of this Section. Other Specification Sections that directly relate to work of this Section include, but are not limited to:

GRADING	SECTION 02212
RIPRAP	SECTION 02261

1.4 <u>SUBMITTALS AND CODES</u>

- A. Certifications and/or manufacturers product data of materials listed in part 2.
- B. Wherever reference is made to the D.O.T. Specifications, it shall mean the Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Form 816 (2004), as modified by Supplemental Specifications issued by the Connecticut Department of Transportation.
- C. Connecticut Guidelines for Soil Erosion and Sediment Control 2002.
- D. The Contractor's attention is directed to the erosion and sedimentation control narrative contained within the plans which specifies minimum control methods required and specific project phasing.

PART 2 - PRODUCTS

2.1 HAY BALES AND STAKES

- A. Hay Bales: Forty pounds minimum weight and 120 pounds maximum weight.
- B. Wood Stakes:
 - Two per bale for securing bales.
 - Two inches by two inches by a minimum of three feet long.

2.2 MATERIALS FOR SILT FENCE

- A. Filter Fabric: Sub-article M.08.01-26, DOT Specifications. Obtain manufacturer's certification that filter fabric is suitable for the intended purpose. Do not use fabric susceptible to deterioration in sunlight. Submit 2-foot square sample and technical data sheet for acceptance by the Engineer. Submit manufacturer's installation instructions for acceptance by the Engineer.
- B. Posts: Wood. Three-foot minimum length as shown on the Drawings. Cross-section dimensions as

SEDIMENTATION AND EROSION CONTROL

recommended by filter fabric manufacturer.

C. Other Suitable Mounting: As recommended by the manufacturer. Provide materials as required by the manufacturer, for attaching fabric to posts.

2.3 WOODCHIPS

A. Wood Chips: Shall be the type called for on the plans and shall conform to the requirements of the Connecticut D.O.T. Specifications Article M.13.05.1.

2.4 CATCH BASIN SILT SACK

A. Silt Sack: Shall be the type called for on the plans or equal.

PART 3 - EXECUTION

3.1 <u>PERFORMANCE</u>

- A. Place silt fence, silt sacks and haybales at locations shown on plan prior to construction. Observe maintenance requirements specified on plans. Protect all catch basins from erosion with a ring of hay bales.
- B. Remove silt fences at completion of project unless Engineer directs otherwise.

SECTION 02481 – LANDSCAPING

PART 1 - GENERAL

1.1 <u>RELATED DOCUMENTS</u>

A. Attention is directed to the Contract, General Conditions, Modifications, and all Sections within Division 1, General Requirements, which are hereby made a part of this Specification Section.

1.2 WORK INCLUDED

A. The work includes all labor, material, equipment and incidentals required to do all landscaping work complete as shown on the Drawings and/or specified herein.

1.3 <u>RELATED WORK</u>

A. Examine Contract Documents for requirements that affect work of this Section. Other Specification Sections that directly relate to work of this Section include, but are not limited to:

TRENCHING, BACKFILLING AND COMPACTING	SECTION 02221
LOAMING & SEEDING	SECTION 02900

1.4 <u>SUBMITTALS AND CODES</u>

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specifications Sections.
- B. Product certificates signed by manufacturers certifying that their products comply with specified requirements.
 - 1. Manufacturer's certified analysis for standard products.
 - 2. Analysis for other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.
- C. Qualification data for firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and address of architects and owners, and other information specified.
- D. Planting schedule indicating anticipated dates and locations for each type of planting.
- E. Maintenance instructions recommend procedures to be established by Owner for maintenance of landscape work during entire year. Submit before expiration of required maintenance periods.

1.5 <u>QUALITY ASSURANCE</u>

A. Installer Qualifications: Engage an experienced Installer who has completed landscaping work similar in material, design, and extent to the indicated for this Project and with a record of successful tree and shrub establishment.

1. Installer's Field Supervisions: Require Installer to maintain an experienced full-time supervisor on the Project site during times that tree and shrub planting is in progress.

B. Testing Agency Qualifications: To qualify for acceptance, an independent testing agency must demonstrate to Engineer's satisfaction, based on evaluation of agency-submitted criteria conforming to ASTM E 699,

that it has the experience and capability to satisfactorily conduct the testing indicated without delaying the Work.

- C. Provide quality, size, genus, species, and variety of trees and shrubs indicated, complying with applicable requirements of ANSI Z60.1 "American Standard for Nursery Stock."
 - 1. Selection of trees and shrubs purchased under allowances, if any, will be made by Engineer, who will tag stock at their place of growth before they are prepared for transplanting.
- D. Topsoil Analysis: Furnish a soil analysis made by a qualified independent soil-testing agency stating percentages of organic matter, inorganic matter (silt, clay, and sand), deleterious material, pH, soluble salts and mineral and plant-nutrient content of topsoil.
 - 1. Report suitability of topsoil for growth of applicable planting material. State recommended quantities of nitrogen, phosphorus, and potash nutrients and any limestone, aluminum sulfate of other soil amendments to be added to produce satisfactory topsoil.
- E. Measurements: Measure trees and shrubs according to ANSI Z60.1 with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements 6 inches (150mm) above ground for trees up to 4-inch (100mm) caliper size, and 12 inches (300mm) above ground for larger sizes. Measure main body of tree or shrub for height and spread: do not measure branches or roots tip-to-tip.
- F. Observation: The Engineer may observe trees and shrubs either at place of growth or at site before planting for compliance with requirements for genus, species, variety, size and quality. Engineer retains right to observe trees and shrubs further for size and condition of balls and root systems, insects, injuries, and latent defects and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately form Project site and replace.
- G. Preinstallation Conference: Conduct conference at Project site to comply with requirements of Divisions 1 Section "Project Meetings."

1.6 DELIVERY, STORAGE & HANDLING

- A. Deliver freshly dug trees and shrubs. Do not prune before delivery, except as approved by Engineer. Protect bark, branches, and root systems form sun scald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy natural shape. Provide protective covering during delivery. Do not drop trees and shrubs during delivery.
- B. Handle balled and burlapped material by the root ball.
- C. Deliver trees and shrubs after preparations for planting have been completed and install immediately. If planting is delayed more that 6 hours after delivery, set trees and shrubs in shade, protect from weather and mechanical damage, and keep roots moist.
 - 1. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
 - 2. Do not remove container-grown stock form containers before time of planting.
 - 3. Water root systems of trees and shrubs stored on site with a fine-mist spray. Water as often as necessary to maintain root systems in a moist condition.

1.7 COORDINATION AND SCHEDULING

A. Coordinate planting of trees and shrubs during normal planting seasons for such work in location of Project.

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- 1. Plant frost-tender trees and shrubs during normal planting seasons for such work in location of Project.
- B. Coordination with Lawns: Plant trees and shrubs after finish grades are established and before planting lawns, unless otherwise acceptable to Engineer.
 - 1. When planting trees and shrubs after lawns, protect lawn areas and promptly repair damage caused by planting operations.

1.8 <u>WARRANTY</u>

- A. General Warranty: The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrently with, other warranties made by the Contractor under requirements of the Contract Documents.
- B. Special Warranty: Warrant living trees and shrubs for a period of one year after date of Substantial Completion, against defects including death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, or abuse by Owner, abnormal weather conditions unusual for warranty period, or incidents which are beyond Contractor's control.
- C. Remove and replace dead trees and shrubs immediately unless required to plant in the succeeding planting season.
- D. Replace trees and shrubs that are more that 25 percent dead or in an unhealthy condition at end to warranty period.
- E. A limit of one replacement of each tree and shrub will be required, except for losses or replacements due to failure to comply with requirements.

1.9 <u>MAINTENANCE</u>

- A. Maintain trees and shrubs during warranty period by pruning, cultivating, watering, weeding, fertilizing, restoring planting saucers, tightening and repairing stakes and guy supports, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings. Spray as required to keep trees and shrubs free of insects and disease. Maintain trees and shrubs for the following period:
 - 1. Maintenance Period: 90 days following Substantial Completion.

PART 2 - PRODUCTS

2.1 TREE AND SHRUB MATERIAL

- A. General: Unless otherwise indicated, furnish nursery-grown trees and shrubs conforming to ANSI Z60.1, with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.
- B. Grade: Provide trees and shrubs of sizes and grades conforming to ANSI Z60.1 for type of trees and shrubs required. Trees and shrubs of a larger size may be used if acceptable to Architect, with a proportionate increase in size of roots or balls.
- C. Label at least 1 tree and 1 shrub of each variety and caliper with a securely attached, waterproof tag bearing legible designation of botanical and common name.
 - 1. Where formal arrangements or consecutive order of trees or shrubs are shown, select stock for

uniform height and spread, and number label to assure symmetry in planting.

2.2 BALLED AND BURLAPPED STOCK MATERIAL

- A. Provide trees and shrubs dug with firm, natural ball of earth in which they are grown.
- B. Ball Size: Not less that sizes indicated.
- C. Ball Size: Not less than diameter and depth recommended by ANSI Z60.1 for type and size of trees or shrub requires. Increase ball size or modify ration of depth to diameter to encompass enough fibrous and

feeding-root system necessary for full recovery of trees and shrubs.

D. Wrap, tie, and rigidly support earth ball as recommended by ANSI Z60.1 for size of balls required. Drumlace balls with a diameter of 30 inches (760 mm) or greater.

2.3 CONTAINER GROWN STOCK MATERIAL

- A. Provide healthy, vigorous, well-rooted trees or shrubs established in container. Provide balled and burlapped stock when required trees or shrubs exceed maximum size recommended by ANSI Z60.1 for container-grown stock.
 - 1. Established container stock is defined as a tree or shrub transplanted into container and grown long enough to develop new fibrous roots, so that root mass will retain its shape and hold together when removed form container.
- B. Containers: Rigid containers that will hold ball shape and protect root mass during shipping. Provide trees and shrubs established in containers of not less than minimum sizes recommended by ANSI Z60.1 for kind, type, and size of trees and shrubs required.

2.4 PLANTING MATERIAL

- A. Topsoil: ASTM D 5268, pH range of 5.5 to 7, a minimum of six (6%) percent organic material content; free of stones 1 inch or larger in any dimension and other extraneous materials harmful to plant growth.
 - 1. Topsoil Source: Reuse surface soil stockpiled on-site and supplement with imported or manufactured topsoil from off-site sources when quantities are insufficient. Verify suitability of stockpiled surface soil to produce topsoil.
 - 2. Topsoil Source: Amend existing in-place surface soil to produce topsoil. Verify suitability of surface soil to produce topsoil. Surface soil may be supplemented with imported or manufactured topsoil from off-site sources.
- B. Organic Soil Amendments:
 - 1. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 3/4-inch sieve.
- C. Fertilizer:
 - 1. Bone meal: Commercial, raw or steamed, finely ground; a minimum of one (1%) percent nitrogen and ten (10%) percent phosphoric acid.
 - 2. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20% available phosphoric acid.
 - 3. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 - a. Composition: 1 lb/1000 sq. ft. of actual nitrogen, 4% phosphorous, and 2% potassium, by

weight.

- 4. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 - a. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.

D. Mulches:

- 1. Organic Mulch: Shredded pine bark.
- 2. Compost Mulch: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve.
- E. Weed-Control Barriers:
 - 1. Nonwoven Fabric: Polypropylene or polyester fabric, 3 oz./sq. yd. minimum.
 - 2. Composite Fabric: Woven, needle-punched polypropylene substrate bonded to a nonwoven polypropylene fabric, 4.8 oz./sq. yd.

2.5 <u>STAKES</u>

- A. Upright and Guy Stakes: Rough-sawn, sound, new hardwood, redwood, or pressure-preservative-treated softwood, free of knots, holes, cross grain, and other defects, 2 by 2 inches (50 by 50 mm) by length indicated, pointed at one end.
- B. Tie Wire: ASTM A 641 (ASTM A 641M), Class 1, galvanized-steel wire, 2-strand, twisted, 0.106 inch (2.7 mm) in diameter.
- C. Hose Chafing Guard: Reinforced rubber of plastic hose at least 1.2 inch (13 mm) in diameter, black, cut to length required to protect tree trunks form damage.
 - 1. Edging Size: As indicated
 - 2. Stakes: Aluminum, ASTM B 221 (ASTM B 221M), alloy 6061-T6, approximately1-1/2 inches (38 mm) wide by 12 inches (300 mm) long.
 - 3. Finish: Standard black-paint finish.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to receive trees and shrubs for compliance with requirements and for conditions affecting performance of work of this Section. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 <u>PREPARATION</u>

A. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, adjust locations when requested, and obtain Engineer's acceptance of layout before planting. Make minor adjustments as may be required.

3.3 PLANTING SOIL ESTABLISHMENT

- A. Before mixing, clean topsoil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.
- B. Mix soil amendments and fertilizers with topsoil at rates indicated below. Delay mixing fertilizer if planting

does not follow placing of planting soil within a few days.

2 parts topsoils, 1-part organic amendment, 1 part excavated soil

C. For tree pit and trench backfill, mix planting soil before backfilling and stockpile at site.

3.4 <u>EXCAVATION</u>

- A. Pits and Trenches: Excavate with sloped sides and with bottom of excavations slightly raised at center to assist drainage. Loosen hard subsoil in bottom of excavation.
 - 1. Balled and Burlapped Trees and Shrubs: Excavate approximately 3 times as wide as ball diameter and equal to ball depth, plus the following setting layer depth:
 - a. Setting Layer: Allow 3 inches (75 mm) of planting soil.
 - 2. Container-Grown Trees and Shrubs: Excavate 3 times as wide as container diameter and equal to container depth, plus the following setting layer depth:
 - a. Setting Layer: Allow 3 inches (75 mm) of planting soil.
- B. Dispose of Excess subsoil removed from landscape excavations. Do not mix with planting soil or use as backfill.
- C. Obstructions: Notify Architect if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
 - 1. Hardpan Layer: Drill 6-inch (150 mm) diameter holes into free-draining strata or to a depth of 10 feet (3 m), whichever is less, and backfill with free-draining material.
- D. Drainage: Notify Engineer if subsoil conditions evidence unexpected water seepage or retention in tree of shrub pits.
- E. Fill excavations with water and allow to percolate out, before placing setting layer and positioning trees and shrubs.

3.5 PLANTING TREES AND SHRUBS

- A. Set balled and burlapped stock plumb and in center of pit or trench with top of ball raised above adjacent finish grades as indicated.
 - 1. Place stock on setting layer of compacted planting soil.
 - 2. Remove burlap and wire baskets from tops of balls and partially form sides, but do not remove from under balls. Remove pallets, if any, before setting. Do not use planting stock if ball is cracked or broken before or during planting operation.
 - 3. Place backfill around ball in layers, tamping to settle backfill and eliminate voids and air pockets. When pit is approximately 1/2 backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing and tamping final layer of backfill.
- B. Set container-grown stock plumb and in center of pit or trench with top of ball raised above adjacent finish grades as indicated.
 - 1. Carefully remove containers so as not to damage root balls.

- 2. Place stock on setting layer of compacted planting soil.
- 3. Place backfill around ball in layers, tamping to settle backfill and eliminate voids and air pockets. When pit is approximately 1/2 backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing and tamping final layer of backfill.
- C. Dish and tamp top of backfill to form a 3-inch (75 mm) high mound around the rim of the pit. Do not cover top of root ball with backfill
- D. Wrap trees of 2-inch (50 mm) caliper and larger with trunk-wrap tape. Start at base of trunk and spiral cover trunk to height of first branches. Overlap wrap, exposing half the width, and securely attach without causing girdling. Inspect tree trunks for injury, improper pruning, and insect infestation and take corrective measures requires before wrapping.
- E. Planting Periods: All plant material (B&B, Container shrubs and Perennials) is to be installed from Mid-March to Mid July and September 1st to November 15th.

3.6 CONTINUOUS GROUND COVER & PERENNIAL BEDS

A. Till the planting bed topsoil area to a minimum depth of 6" Spread humus to a minimum depth of 2" and add soil amendments as called for by topsoil tests. Rototill to a depth of 6" to obtain a uniform, continuous planting mixture.

3.7 <u>MULCHING</u>

- A. Mulch backfilled surfaces of pits, trenches, and other areas indicated.
- B. Organic Mulch: Apply the following average thickness of organic mulch and finish level with adjacent finish grades. Do not place mulch against trunks or stems.
 - 1. Thickness: 2-inches (50mm).

3.8 <u>CLEANUP & PROTECTION</u>

- A. During tree and shrub work, keep pavements clean and work area in an orderly condition.
- B. Protect trees and shrubs form damage due to landscape operations, operations by other contractors and trades, and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged landscape work as directed.

3.9 DISPOSAL OF SURPLUS & WASTE MATERIAL

A. Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash and debris, and legally dispose of it off the Owner's property.

SECTION 02730 – STORM DRAINAGE SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Attention is directed to the Contract, General Conditions, Modifications, and all Sections within Division 1, General Requirements, which are hereby made a part of this Specification Section.

1.2 WORK INCLUDED

A. The work includes the complete installation of storm drainage systems as indicated on the plans. The placement of pipe culvert, culvert ends, construction of catch basins, U-drains (curtain drains), manholes, detention system, hydrodynamic separators, all related trench excavation, bedding material, compaction, dewatering, line and grade and the furnishing of all labor and materials for this work is included.

1.3 <u>RELATED WORK</u>

A. Examine Contract Documents for requirements that affect work of this Section. Other Specification Sections that directly relate to work of this Section include, but are not limited to:

TRENCHING, BACKFILLING AND COMPACTING	SECTION 02221
CUTTING AND PATCHING	SECTION 02230
RIPRAP	SECTION 02261
ROCK AND BOULDER REMOVAL	SECTION 02211

1.4 <u>SUBMITTALS AND CODES</u>

- A. Certifications and/or manufacturers product data of materials listed in part 2.
- B. Wherever reference is made to the D.O.T. Specifications, it shall mean the Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Form 816 (2004), as modified by Supplemental Specifications issued by the Connecticut Department of Transportation.

PART 2 - PRODUCTS

- 2.1 <u>MATERIALS-Specifications unless specified on the plans.</u>
 - A. Bedding material shall be sand which passes a 3/8-inch sieve, and not more than 10% passes a No. 200 sieve. When "Fine Aggregate is used on the plans it shall mean Bedding Material. When ground water is encountered the use of 3/4 inch stone conforming to Section M.01.01 of the D.O.T. Specifications may be permitted upon approval of the Engineer. All material shall conform to Section M.08.0121.
 - B. Bank Run Gravel shall conform to Grading "A" of Section M.02.06 of the D.O.T. Specifications.
 - C. Pipe culverts shall be the type, size and class as specified on the plans. PVC shall be Polyvinyl Chloride Plastic Pipe in accordance with Article M.08.02.27 of the D.O.T. Specifications. RCP shall mean Reinforced Concrete Pipe in accordance with Article M.08.01.6. When no class is specified on the plans class IV or better shall be used. CPEP-S shall mean corrugated polyethylene pipe with smooth interior culvert in accordance with Article M.08.01.25 as manufactured by Hancor "Hi-Q" or ADS "N-12" or approved equivalent. All structures shall meet Connecticut DOT specifications.
 - D. Gaskets shall be preformed plastic gaskets or flexible, watertight, rubber-type gaskets conforming to Article M.08.01 of the D.O.T. Specifications.

- E. Concrete and reinforcement shall conform to Article M.03.01, Class "C" and M.06.01 of the D.O.T. Specifications.
- F. Mortar: Shall conform to the requirements of Section M.11.04 of the D.O.T. Specifications.
- G. 1" Stone: Shall conform to the requirements of Section M.01.01, grading No.4 of the D.O.T. Specifications.
- H. 1/2" Stone: Shall conform to the requirements of Section M.01.01, grading No.6 of the D.O.T. Specifications.
- Filter Fabric: Shall be non-woven with minimum physical properties of 1.5 ounce per square yard (per ASTM D-3776) and a flux of 100 gallons per square foot minimum (per ASTM D-4491).
- J. Catch basins and manholes shall conform to the requirements of Section M.08.02 of the D.O.T. Specifications.
- K. Contech Engineered Solutions CDS Hydrodynamic Separators.

PART 3 - EXECUTION

3.1 STORM DRAINAGE CONSTRUCTION, GENERAL

- A. Construction Methods for this work shall generally conform to the requirements of Section 2.05, Section 5.07, Section 6.01, Section 6.02, Section 6.51 and Section 6.52 of the D.O.T. Specifications.
- B. Trench excavation shall be to the depths as indicated on the plans. When a drainage structure or pipe is to be eliminated it shall be completely removed and all pipes plugged with cement masonry or removed completely and the excavation backfilled. All excavation and backfilling shall be in accordance with Section 2.05 of the D.O.T. Specifications
- C. Pipe bedding shall be placed in accordance with the details on the plans. Bedding material under the pipe shall be four inches and pre-shaped to 10 % of the pipe diameter. After the pipe is installed bedding material shall be placed in accordance with the details on the plan. When poor foundation material is encountered installation shall be in accordance with Section 6.51.03 of the D.O.T. Specifications
- D. Pipe installation shall start at the downstream end and progress upstream. Pipe shall be installed true to lines and grade as shown on the plans. Hubs shall be upgrade with the spigot ends fully entered into the adjacent hubs. Pipe installation under the building shall conform to the plumbing.
- E. Install plastic marker tape 12" above all storm drains and culverts.
- F. Concrete Culvert Ends shall be placed on a six-inch bank run gravel base. They shall be accurately aligned and the joints sealed as specified in Article 6.51.03 of the D.O.T. Specifications.
- F. Catch basins and manholes shall be constructed in accordance with the plans and Section 5.07 of the D.O.T. Specifications. Inlet and outlet pipes shall be flushed with the inside of the catch basin/manhole and be watertight. All concrete and reinforcement shall be in accordance with Sections 6.01 and 6.02 of the D.O.T. Specifications. Previous material shall be used for backfill the upper portion of the excavation.
- G. All catch basins, culverts, manholes, tanks etc. shall be completely cleaned of sediment or other debris prior to contractor vacating the site.

SECTION 02785 – BLUESTONE PAVEMENT

PART 1 - GENERAL

1.1 <u>RELATED DOCUMENTS</u>

A. Attention is directed to the Contract, General Conditions, Modifications, and all Sections within Division 1, General Requirements, which are hereby made a part of this Specification Section.

1.2 WORK INCLUDED

A. The work includes all labor, material, equipment and incidentals required to construct bluestone paving, complete in place as shown on the Drawings and as specified.

1.3 <u>RELATED WORK</u>

A. Examine Contract Documents for requirements that affect work of this Section. Other Specification Sections that directly relate to work of this Section include, but are not limited to:

GRADING	SECTION 02212
SITE CONCRETE	SECTION 02540
TRENCHING, BACKFILL AND COMPACTION	SECTION 02221

1.4 <u>SUBMITTALS AND CODES</u>

A. Certifications and/or manufacturer's product data of materials listed in part 2.

B. Wherever reference is made to the D.O.T. Specifications, it shall mean the Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Form 816 (2004), as modified by Supplemental Specifications issued by the Connecticut Department of Transportation.

C. In accordance with the General Requirements, submit copies of materials certificates signed and certified that the material item complies with, or exceeds, specified requirements.

D. Samples: submit samples for initial selection purposes in the form of actual units or sections of units showing full range of colors, textures, and patterns available.

E. Qualification data: submit qualification data for firms to demonstrate their capabilities and experience in installing bluestone pavements and steps. Include a list of completed projects with project names, addresses, names of Architects and Owners, plus other information as appropriate.

1.5 QUALITY ASSURANCE

A. Installer qualifications: engage an experienced installer who has successfully completed bluestone pavement installations similar in material, design, and extent to that indicated for this project.

B. Single-source responsibility: obtain each color, type and variety of paver units and jointing materials from a single source with resources to provide products and materials of consistent quality in appearance and physical properties without delaying the progress of the work.

C. Field-constructed mock-ups: construct a 10' x 10' (minimum) area of bluestone pavement at a location as approved by the Engineer. Demonstrate quality of workmanship that will be produced in the final unit of work. Obtain the Engineer's approval of mock-up before continuing with the work. Approved mock-ups, if approved and in undisturbed condition at the time of substantial completion, may become part of the completed work.

1.6 JOB CONDITIONS

A. Protection: protect materials during storage and construction against wetting by rain, snow or groundwater and against damage or contamination from earth and other materials.

B. Weather: do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or setting beds. Remove and replace paver work damaged by frost or freezing.

C. Grade control: establish and maintain required lines and elevations.

PART 2 - PRODUCTS

- 2.1 MATERIALS Specifications unless specified on the plans.
 - A. General: use locally available materials and gradations which exhibit a satisfactory record of previous installations.
 - B. Bluestone pavers: shall be durable, rectangular, bluestone pavers conforming to the following;
 - 1. Size: thickness of pavers shall be 2-1/2" nominal. (2" minimum) Face size of pavers shall be as required to create patterns as shown on the drawings. Edges of pavers shall be sawn.
 - 2. Finish: shall be natural cleft.
 - 3. Color: pavers shall be grey to blue in color. No red or green colored pavers shall be used.
 - C. Bedding sand: clean, non-plastic sand manufactured from crushed rock. Do not use limestone screenings, stone dust or other materials with particles that pass the No. 200 sieve. Bedding sand shall conform to the following gradation when tested in accordance with ASTM C 136.

Sieve Siz	<u>e</u>	Percent Passing
3/8 in.	(9.5 mm)	100
No. 4	(4.75 mm)	95 - 100
No. 8	(2.36 mm)	85 - 100
No. 16	(1.18 mm)	50 - 85
No. 30	(0.600 mm)	25 - 60
No. 50	(0.300 mm)	10 - 30

D. Joint sand: clean, non-plastic sand manufactured from crushed rock. Joint sand shall conform to the following gradation when tested in accordance with ASTM C 136.

<u>Sieve Size</u>	Percent Passing
No. 4 (4.75 mm)	100
No. 8 (2.36 mm)	95 - 100
No. 16 (1.18 mm)	70 - 100
No. 30 (0.600 mm)	40 - 100
No. 50 (0.300 mm)	20 - 40
No. 100 (0.150 mm)	10 - 25
No. 200 (0.075 mm)	0 - 10

E. Base course: processed aggregate conforming to the requirements of CTDOT Form 816, Section M.05, Article M.05.01.

PART 3 - EXECUTION

3.1 <u>INSPECTION</u>

A. Examine the existing slab to remain and areas and conditions under which work of this Section will be installed. Correct conditions detrimental to proper and timely completion of the Work. Do not proceed until unsatisfactory conditions have been corrected.

3.2 EXISTING CONCRETE SLAB

A. Place processed aggregate base over existing concrete slab to proper elevation.

3.3 INSTALLATION OF BLUESTONE PAVEMENTS - GENERAL

A. Do not use unit pavers with chips, cracks, voids, discolorations, and other defects that might be visible or cause staining in the finished work.

B. Cut pavers with motor-driven masonry saw equipment to provide clean, sharp, unchipped edges. Cut units to provide pattern indicated and to fit adjoining work neatly. Use full units without cutting where possible. Hammer cutting is not acceptable.

C. Lay pavers in joint pattern shown. Set pavers with hand-tight (butted) joints to 1/4" maximum joint spacing.

3.4 INSTALLATION OF BLUESTONE PAVEMENTS

A. Bluestone pavers: set pavers by hand in setting bed to create pattern as shown on the Drawings. Trim pavers as necessary to achieve desired pattern and joint spacing.

B. Select pavers to achieve a uniform appearance throughout the pavement area.

C Align paver pattern with the existing building face.

D. Spread joint sand and fill joints immediately after setting pavers into setting bed. Brush sand until joints are completely filled, then remove surplus sand.

E. Do not allow traffic onto installed pavers until joints have been filled.

3.6 REPAIR, CLEAN-UP AND PROTECTION

A. Protect from traffic during all operations.

3.7 <u>FINISH TOLERANCES</u>

A. Remove and replace pavers that are loose, chipped, broken, stained, or otherwise damaged or if units do not match adjoining units as intended. Provide new units to match adjoining units and install in same manner as original units with same joint treatment to eliminate evidence of replacement.

B. Provide final protection and maintain conditions in a manner acceptable to installer, which ensures paver work being without damage or deterioration at time of substantial completion.

SECTION 02900 – LOAMING AND SEEDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Attention is directed to the Contract, General Conditions, Modifications, and all Sections within Division 1, General Requirements, which are hereby made a part of this Specification Section.

1.2 WORK INCLUDED

A. Furnish all labor, materials, equipment and incidentals necessary to loam, fertilize, seed, mulch and maintain all seeded areas as shown on the Drawings and/or specified herein, and any other areas disturbed by the Contractor's operations.

1.3 <u>RELATED WORK</u>

A. Examine Contract Documents for requirements that affect work of this Section. Other Specification Sections that directly relate to work of this Section include, but are not limited to:

CLEARING AND GRUBBING	SECTION 02130
GRADING	SECTION 02212
TRENCHING, BACKFILLING AND COMPACTING	SECTION 02221
LANDSCAPING	SECTION 02481

1.4 **QUALITY ASSURANCE**

A. Installer Qualifications: Engage experienced trained personnel in this type of work.

1.5 DELIVERY, STORAGE & HANDLING

- A. Fertilizer shall be delivered to the site in the original unopened containers each showing the manufacturers guaranteed analysis, and stored so that when used it shall be dry and free flowing.
- B. Lime shall be delivered and maintained in a dry, free flowing condition.
- C. Seed shall be delivered in sealed containers bearing the dealer's guaranteed analysis and stored in a dry, protected place.

1.6 <u>WARRANTY</u>

- A. General Warranty: The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrently with, other warranties made by the Contractor under requirements of the Contract Documents.
- B. Special Warranty: Warrant all lawn areas where seed is installed for a period of one year after date of Substantial Completion, against defects including death and unsatisfactory growth, except for defects resulting form lack of adequate maintenance, neglect, or abuse by Owner, abnormal weather conditions unusual for warranty period, or incidents which are beyond Contractor's control.
- C. If the Engineer deems an area of seeding to be unsatisfactory, the contractor shall rake and reseed and mulch as required for proper germination.

PART 2 - PRODUCTS

- 2.1 <u>MATERIALS</u>
 - A. Loam shall be fertile, natural soil, typical of the locality, substantially free of stones, roots, sticks, clay, peat, weeds and sod, and obtained from naturally well-drained areas.
 - 1. It shall not be excessively acid or alkaline, nor contain toxic material harmful to plant growth. Any topsoil stockpiled as a result of operations under Section 02212 may be used, but the Contractor shall furnish any additional loam at his own expense.
 - B. Fertilizer shall be complete commercial fertilizer, 10-10-10 grade.
 - C. Lime shall be ground limestone containing not less than 85% calcium and magnesium carbonates.
 - D. Seed shall be from the same or previous year's crop and shall have not more than 1% weed content. Seed shall also meet the following requirements:
 - 1. Grass seed of the specified mixture shall be furnished in fully labeled, standard, sealed containers.
 - 2. Percentage and germination of each seed type in the mixture, purity, and weed seed content of the mixture shall be clearly stated on the label.
 - E. Hay mulch shall consist of mowed and properly cured grass or legume mowings, free from swamp grass, weeds, twigs, debris or other deleterious material. It shall be free from rot or mold.

PART 3 - EXECUTION

3.1 <u>GENERAL</u>

- A. Rake the subgrade of all areas to be loamed for seed or ground cover and remove all rubbish, sticks, roots and stones larger than 2 inches. Spread and lightly compact the loam to finished grade as shown on the Drawings. When finished grades are not indicated, they shall be uniform between the points to existing grades, except that the top and bottom of slopes shall be rounded.
- B. After the loam is placed and before it is raked to true lines and rolled, spread limestone evenly over loam surface and thoroughly incorporate into the loam by heavy raking to at least one-half the depth of the loam.
- C. Uniformly spread fertilizer and immediately mix with the upper 2 inches of loam. Immediately following this preparation, uniformly apply the seed and lightly rake the seed into the surface. Lightly roll the surface and water with a fine spray.
- D. Seeding and fertilizing shall be done between April 1 and June 1, between August 15 and October 15, or as directed or permitted. Seeding shall not be done during windy weather or when the ground is frozen, excessively wet, or otherwise untillable. Promptly thereafter, or within 24 hours after the seeding operation, lightly and uniformly mulch the area with hay.
- E. Protect against washouts by an approved method. Any washout which occurs shall be regarded and reseeded at the Contractor's expense until a good sod is established.

3.2 <u>APPLICATION RATES</u>

- 1. Place loam to a minimum depth of 6 inches.
- 2. Apply lime at the rate of 50 to 100 lbs. per 1,000 square feet.
- 3. Apply fertilizer at the rate of 30 pounds per square feet.
- 4. Seed shall be applied at the rate of 4-6 pounds per 1,000 square feet.

5. Apply mulch at the rate of 90 lbs. per 1,000 square feet.

3.3 <u>MAINTENANCE</u>

- A. Keep all seeded areas watered and in good condition, reseeding if and when necessary until a good, healthy, uniform growth is established over the entire area seeded, and maintain these areas in an approved condition until final acceptance of growth by the Engineer. The maintenance shall include repairs for damage caused by erosion.
- B. Inspection of the work of seeding will be made upon the establishment of the specified growth. Notice requesting inspection shall be submitted to the Engineer at least five days prior to the anticipated date.

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data concrete mix designs and submittals required by ACI 301.
- B. Ready-Mixed Concrete Producer Qualifications: ASTM C 94/C 94M.
- C. Form 817: State of CT Dept. of Transportation Standard Specifications for Roads, Bridges and Incidental Construction

PART 2 - PRODUCTS

2.1 PEFORMANCE REQUIREMENTS

A. Comply with ACI 301, "Specification for Structural Concrete," and with ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

2.2 MATERIALS

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
- B. Plain Steel Wire: ASTM A 82, as drawn.
- C. Plain-Steel Welded Wire Reinforcement: ASTM A 185, as drawn, flat sheet.
- D. Portland Cement: ASTM C 150, Type I or II.
- E. Fly Ash: ASTM C 618, Class C or F.
- F. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- G. Silica Fume: ASTM C 1240, amorphous silica.
- H. Aggregates: ASTM C 33, coarse aggregate or better, graded.
 - 1. Maximum Coarse-Aggregate Size: 3/4-inch nominal.
 - 2. Maximum Aggregate Size for Concrete in Insulating Concrete Forms: 3/4 inch.
- I. Air-Entraining Admixture: ASTM C 260.
- J. Chemical Admixtures: ASTM C 494, water reducing high-range water reducing water reducing and accelerating and water reducing and retarding. Do not use calcium chloride or admixtures containing calcium chloride.

- K. Color Pigment: ASTM C 979, synthetic mineral-oxide pigments or colored water-reducing admixtures.
 - 1. <u>Manufacturers</u>: One of the following:
 - a. <u>ChemMasters</u>.
 - b. <u>Davis Colors</u>.
 - c. <u>Dayton Superior Corporation</u>.
 - d. <u>Hoover Color Corporation</u>.
 - e. <u>Lambert Corporation</u>.
 - f. <u>QC Construction Products</u>.
 - g. <u>Rockwood Pigments NA, Inc</u>.
 - h. <u>Scofield, L. M. Company</u>.
 - i. <u>Solomon Colors, Inc</u>.
- L. Synthetic Fiber: ASTM C 1116/C 1116M, Type III, polypropylene fibers, 1/2 to 1-1/2 inches long.
- M. Vapor Retarder: Reinforced sheet, ASTM E 1745, Class A.
 - 1. <u>Products</u>: One of the following:
 - a. <u>Carlisle Coatings & Waterproofing, Inc.</u>; Blackline 400.
 - b. Fortifiber Building Systems Group; Moistop.
 - c. <u>Grace Construction Products, W. R. Grace & Co.</u>; Florprufe 120.
 - d. <u>Insulation Solutions, Inc.;</u> Viper.
 - e. Meadows, W. R., Inc.;.
 - f. <u>Raven Industries Inc.</u>; Vapor.
 - g. <u>Reef Industries, Inc.</u>; Griffolyn.
 - h. <u>Stego Industries, LLC;</u> Stego.
- N. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- O. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.
- P. Clear, Solvent-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.
 - 1. <u>Products</u>: One of the following:
 - a. <u>BASF Construction Chemicals Building Systems</u>; Kure-N-Seal 25 LV.
 - b. <u>ChemMasters</u>; Spray-Cure & Seal Plus.
 - c. <u>Conspec by Dayton Superior;</u> Sealcure 1315.
 - d. <u>Dayton Superior Corporation</u>; Day-Chem Cure and Seal (J-22UV).
 - e. <u>Edoco by Dayton Superior;</u> Cureseal 1315.
 - f. <u>Euclid Chemical Company (The), an RPM company</u>; Super Diamond Clear; LusterSeal 300.
 - g. <u>Kaufman Products, Inc.</u>; Sure Cure 25.
 - h. Lambert Corporation; UV Super Seal.
 - i. <u>L&M Construction Chemicals, Inc.</u>; Lumiseal Plus.

- j. <u>Meadows, W. R., Inc.</u>; CS-309/30.
- k. <u>Metalcrete Industries</u>; Seal N Kure 30.
- 1. Right Pointe; Right Sheen 30.
- m. Vexcon Chemicals, Inc.; Certi-Vex AC 1315.
- Q. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.
 - 1. <u>Products</u>: One of the following:
 - a. <u>BASF Construction Chemicals Building Systems;</u> Kure 1315.
 - b. <u>ChemMasters</u>; Polyseal WB.
 - c. <u>Conspec by Dayton Superior</u>; Sealcure 1315 WB.
 - d. Edoco by Dayton Superior; Cureseal 1315 WB.
 - e. <u>Euclid Chemical Company (The), an RPM company</u>; Super Diamond Clear VOX; LusterSeal WB 300.
 - f. <u>Kaufman Products, Inc.</u>; Sure Cure 25 Emulsion.
 - g. <u>Lambert Corporation</u>; UV Safe Seal.
 - h. <u>L&M Construction Chemicals, Inc.</u>; Lumiseal WB Plus.
 - i. <u>Meadows, W. R., Inc.</u>; Vocomp-30.
 - j. <u>Metalcrete Industries;</u> Metcure 30.
 - k. <u>Right Pointe;</u> Right Sheen WB30.
 - 1. <u>Symons by Dayton Superior;</u> Cure & Seal 31 Percent E.
 - m. <u>Vexcon Chemicals, Inc.; Vexcon Starseal 1315</u>.
- R. Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber, or ASTM D 1752, cork or self-expanding cork.

2.3 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301.
- B. Normal-Weight Concrete:
 - 1. Minimum Compressive Strength: 4500 psi at 28 days.
 - 2. Maximum Water-Cementitious Materials Ratio: 0.45.
 - 3. Slump Limit: <6" plus or minus 1 inch.
 - 4. Air Content: Maintain within range permitted by ACI 301. Do not allow air content of floor slabs to receive troweled finishes to exceed 3 percent.
- C. Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M.
 - 1. When air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 CONCRETING

- A. Construct formwork according to ACI 301 and maintain tolerances and surface irregularities within ACI 347R limits of Class A, 1/8 inch for concrete exposed to view and for other concrete surfaces.
- B. Place vapor retarder on prepared subgrade, with joints lapped 6 inches and sealed.
- C. Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- D. Install construction, isolation, and contraction joints where indicated. Install full-depth joint-filler strips at isolation joints.
- E. Place concrete in a continuous operation and consolidate using mechanical vibrating equipment.
- F. Protect concrete from physical damage, premature drying, and reduced strength due to hot or cold weather during mixing, placing, and curing.
- G. Formed Surface Finish: Smooth-formed finish for concrete exposed to view, coated, or covered by waterproofing or other direct-applied material; rough-formed finish elsewhere.
- H. Slab Finishes: Comply with ACI 302.1R for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces. Provide the following finishes:
 - 1. Scratch finish for surfaces to receive mortar setting beds.
 - 2. Float finish for surfaces to receive waterproofing, roofing, or other direct-applied material.
 - 3. Troweled finish for floor surfaces and floors to receive floor coverings, paint, or other thin film-finish coatings.
 - 4. Trowel and fine-broom finish for surfaces to receive thin-set tile.
 - 5. Nonslip-broom finish to exterior concrete platforms, steps, and ramps.
- I. Cure formed surfaces by moisture curing for at least seven days.
- J. Begin curing concrete slabs after finishing. Apply membrane-forming curing and sealing compound to concrete.
- K. Contractor will engage a testing agency to perform field tests and to submit test reports.
- L. Protect concrete from damage. Repair and patch defective areas.

SECTION 042000 - UNIT MASONRY

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. See Section 055000 "Metal Fabrications" for furnishing steel lintels and shelf angles for unit masonry.
- B. Submittals:
 - 1. Samples for decorative concrete masonry units concrete facing brick face brick hollow brick and colored mortar.
 - 2. Material Certificates: For each type of product indicated. Include statements of material properties indicating compliance with requirements.
- C. Sample Panels: Construct a sample wall panel approximately 48 inches long by 48 inches high to demonstrate aesthetic effects and set quality standards for materials and execution.

PART 2 - PRODUCTS

- 2.1 UNIT MASONRY
 - A. Comply with ACI 530.1/ASCE 6/TMS 602.

2.2 MASONRY UNITS

- A. Concrete Masonry Units: ASTM C 90; Density Classification, Normal Weight.
 - 1. Integral Water Repellent:
 - 2. <u>Products</u>:
 - a. <u>ACM Chemistries;</u> RainBloc.
 - b. <u>BASF Aktiengesellschaft;</u> Rheopel Plus.
 - c. Grace Construction Products, W. R. Grace & Co. Conn.; Dry-Block.
 - 3. Special shapes for lintels, corners, jambs, sash, control joints, and other special conditions.
 - 4. Bullnose units for outside corners unless otherwise indicated.
- B. Decorative Concrete Masonry Units: ASTM C 90; Density Classification, Normal Weight.
 - 1. Finish: Exposed faces with ground finish.
 - 2. Integral Water Repellent:
 - 3. <u>Products</u>:

- a. <u>ACM Chemistries;</u> RainBloc.
- b. <u>BASF Aktiengesellschaft;</u> Rheopel Plus.
- c. Grace Construction Products, W. R. Grace & Co. Conn.; Dry-Block.
- 4. Special shapes for lintels, corners, jambs, sash, control joints, and other special conditions.
- C. Building (Common) Brick: ASTM C 62.
- D. Hollow Brick: ASTM C 652, Grade SW Grade MW or SW,
 - 1. Size: 5-5/8 inches thick by 3-5/8 inches high by 11-5/8 inches long.
 - 2. Special shapes for applications where stretcher units cannot accommodate special conditions, including those at corners, movement joints, bond beams, sashes, and lintels.
 - 3. Solid brick with exposed surfaces finished for ends of sills and caps.

2.3 MORTAR AND GROUT

- A. Mortar: ASTM C 270, proportion specification.
 - 1. Use portland cement-lime mortar.
 - 2. Do not use calcium chloride in mortar.
 - 3. For masonry below grade or in contact with earth, use Type M.
 - 4. For reinforced masonry, use Type S.
 - 5. For exterior, above-grade, load-bearing and non-load-bearing walls and parapet walls; for interior load-bearing walls; for interior non-load-bearing partitions, and for other applications where another type is not indicated, use Type N.
 - 6. Colored Mortar: For decorative concrete masonry units concrete facing brick, use colored cement or cement-lime mix of color selected.
 - 7. Water-Repellent Additive: For mortar used with concrete masonry units made with integral water repellent, use product recommended by manufacturer of units.
- B. Grout: ASTM C 476 with a slump of 8 to 11 inches.
- C. Refractory Mortar: Ground fireclay mortar or other refractory mortar that passes ASTM C 199 test and is acceptable to authorities having jurisdiction.

2.4 REINFORCEMENT, TIES, AND ANCHORS

- A. Steel Reinforcing Bars: ASTM A 615/A 615M or ASTM A 996/A 996M, Grade 60.
- B. Joint Reinforcement: ASTM A 951.
 - 1. Coating: Hot-dip galvanized at both interior and exterior walls.
 - 2. Wire Size for Side Rods: 0.148-inch diameter.
 - 3. Wire Size for Cross Rods: 0.148-inch diameter.
 - 4. Wire Size for Veneer Ties: 0.148-inch diameter.
 - 5. For single-wythe masonry, provide either ladder design or truss design.
 - 6. For multi-wythe masonry, provide ladder design with three side rods.

- C. Veneer Anchors: Hot-dip galvanized steel, two-piece adjustable masonry veneer anchors that allow vertical or horizontal adjustment but resist tension and compression forces perpendicular to plane of wall, for attachment over sheathing to studs, and acceptable to authorities having jurisdiction.
 - 1. <u>Products</u>: One of the following:
 - a. Dayton Superior Corporation, Dur-O-Wal Division; D/A 213.
 - b. <u>Heckmann Building Products Inc.</u>; 315-D with 316.
 - c. <u>Hohmann & Barnard, Inc.</u>; DW-10.
 - d. <u>Wire-Bond</u>; 1004, Type III.

2.5 MISCELLANEOUS MASONRY ACCESSORIES

- A. Compressible Filler: Premolded strips complying with ASTM D 1056, Grade 2A1.
- B. Preformed Control-Joint Gaskets: Designed to fit standard sash block and to maintain lateral stability in masonry wall; made from styrene-butadiene rubber or PVC.
- C. Weep Holes: Cellular-plastic extrusion, full height and width of head joint.
- D. Cavity Drainage Material: Free-draining polymer mesh, full depth of cavity with dovetail shaped notches that prevent mortar clogging.
 - 1. <u>Products</u>: One of the following:
 - a. <u>Advanced Building Products Inc.</u>; Mortar Break.
 - b. <u>Archovations, Inc.</u>; CavClear Masonry Mat.
 - c. Dayton Superior Corporation, Dur-O-Wal Division; Polytite MortarStop.
 - d. Mortar Net USA, Ltd.; Mortar Net.
- E. Loose-Granular Perlite Insulation: ASTM C 549, Type II or IV.
- F. Molded-Polystyrene Insulation Units: ASTM C 578, Type I; specially shaped units designed for installing in cores of masonry units.
 - 1. <u>Products</u>: One of the following:
 - a. <u>Concrete Block Insulating Systems;</u> Korfil.
 - b. <u>Shelter Enterprises Inc.</u>; Omni Core.
- G. Extruded-Polystyrene Board Insulation: ASTM C 578, Type IV or X.
- H. Polyisocyanurate Board Insulation: ASTM C 1289, Type I, Class 2; aluminum-foil faced.
- I. Proprietary Acidic Masonry Cleaner: Product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units.
 - 1. <u>Manufacturers</u>: One of the following:
 - a. <u>Diedrich Technologies, Inc.</u>

- b. EaCo Chem, Inc.
- c. <u>ProSoCo, Inc.</u>

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Cut masonry units with saw. Install with cut surfaces and, where possible, cut edges concealed.
- B. Mix units for exposed unit masonry from several pallets or cubes as they are placed to produce uniform blend of colors and textures.
- C. Matching Existing Masonry: Match coursing, bonding, color, and texture of existing masonry.
- D. Stopping and Resuming Work: Rack back units; do not tooth.
- E. Fill cores in hollow concrete masonry units with grout 24 inches under bearing plates, beams, lintels, posts, and similar items unless otherwise indicated.
- F. Build non-load-bearing interior partitions full height and install compressible filler in joint between top of partition and underside of structure above.
- G. Tool exposed joints slightly concave when thumbprint hard unless otherwise indicated.
- H. Keep cavities clean of mortar droppings and other materials during construction.
- I. Set firebox brick in full bed of refractory mortar with full head joints. Make joints approximately 1/8-inch-wide and tool smooth.
- J. Set clay flue liners in full beds of refractory mortar to comply with ASTM C 1283.

3.2 LINTELS

- A. Install lintels where indicated.
- B. Minimum bearing of 8 inches at each jamb unless otherwise indicated.

3.3 FLASHING AND WEEP HOLES

- A. Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to the downward flow of water in the wall, and where indicated.
- B. Place through-wall flashing on sloping bed of mortar and cover with mortar. Seal penetrations in flashing before covering with mortar.
 - 1. Extend flashing 4 inches into masonry at each end and turn up 2 inches to form a pan.
- C. Trim wicking material used in weep holes flush with outside face of wall after mortar has set.

3.4 PARGING

A. Parge masonry walls, where indicated, in two uniform coats with a steel-trowel finish. Form a wash at top of parging and a cove at bottom. Damp cure parging for at least 24 hours.

3.5 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Owner will engage special inspectors to perform tests and inspections required by authorities having jurisdiction.
 - 1. Inspections: Level 1 special inspections according to the IBC.
 - 2. Place grout only after inspectors have verified compliance of grout spaces and of grades, sizes, and locations of reinforcement.

3.6 CLEANING

- A. Clean masonry as work progresses. Remove mortar fins and smears before tooling joints.
- B. Final Cleaning: After mortar is thoroughly cured, clean exposed masonry.
 - 1. Wet wall surfaces with water before applying acidic cleaner, then remove cleaner promptly by rinsing thoroughly with clear water.
 - 2. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions.

SECTION 055200 - METAL RAILINGS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals: Shop Drawings.

PART 2 - PRODUCTS

2.1 RAILING SYSTEMS

- A. Manufacturers: One of the following or approved equal:
 - 1. <u>Steel Pipe and Tube Railings</u>:
 - a. <u>Pisor Industries, Inc.</u>
 - b. <u>Wagner, R & B, Inc.; a division of the Wagner Companies.</u>
 - 2. <u>Steel and Iron Decorative Railings</u>:
 - a. <u>Architectural Iron Designs, Inc.</u>
 - b. <u>Artezzi.</u>
 - c. Bavarian Iron Works Co.; TT Triebenbacher.
 - d. Blum, Julius & Co., Inc.
 - e. Braun, J. G., Company; a division of the Wagner Companies.
 - f. Indital USA; a division of Ind.i.a. SPA.
 - g. <u>Lawler Foundry Corporation.</u>
 - h. <u>Livers Bronze Co.</u>
 - i. <u>Olin Wrought Iron.</u>
 - j. <u>Regency Railings.</u>
 - k. Wagner, R & B, Inc.; a division of the Wagner Companies.
 - l. <u>Wiemann Ironworks.</u>
 - 3. <u>Aluminum Pipe and Tube Railings</u>:
 - a. <u>ATR Technologies, Inc.</u>
 - b. Blum, Julius & Co., Inc.
 - c. Braun, J. G., Company; a division of the Wagner Companies.
 - d. CraneVeyor Corp.
 - e. <u>Hollaender Manufacturing Company.</u>
 - f. Kee Industrial Products, Inc.
 - g. <u>Moultrie Manufacturing Company.</u>
 - h. <u>Pisor Industries, Inc.</u>
 - i. <u>Sterling Dula Architectural Products, Inc.; Div. of Kane Manufacturing.</u>
 - j. <u>Superior Aluminum Products, Inc.</u>
 - k. <u>Thompson Fabricating, LLC.</u>

- l. <u>Tri Tech, Inc.</u>
- m. <u>Tubular Specialties Manufacturing, Inc.</u>
- n. <u>Tuttle Railing Systems; Div. of Tuttle Aluminum & Bronze, Inc.</u>
- o. Wagner, R & B, Inc.; a division of the Wagner Companies.
- 4. <u>Aluminum Decorative Railings</u>:
 - a. <u>Architectural Metal Works.</u>
 - b. Architectural Railings & Grilles, Inc.
 - c. ATR Technologies, Inc.
 - d. <u>Blum, Julius & Co., Inc.</u>
 - e. <u>Blumcraft of Pittsburgh.</u>
 - f. Braun, J. G., Company; a division of the Wagner Companies.
 - g. <u>CraneVeyor Corp.</u>
 - h. Laurence, C. R. Co., Inc.
 - i. Livers Bronze Co.
 - j. <u>Newman Brothers, Inc.</u>
 - k. <u>Pisor Industries, Inc.</u>
 - 1. <u>Platers Polishing Company; a division of Rippel Architectural Metals.</u>
 - m. <u>Poma Corporation.</u>
 - n. <u>Sterling Dula Architectural Products, Inc.; Div. of Kane Manufacturing.</u>
 - o. <u>Superior Aluminum Products, Inc.</u>
 - p. <u>Wagner, R & B, Inc.; a division of the Wagner Companies.</u>
 - q. <u>Wylie Systems.</u>
- B. Provide railings capable of withstanding a uniform load of 50 lbf/ft. and a concentrated load of 200 lbf applied to handrails and top rails of guards in any direction. Uniform and concentrated loads need not be assumed to act concurrently.
- C. Provide railing infill capable of withstanding a concentrated load of 50 lbf applied horizontally on an area of 1 sq. ft. Infill load and other railing loads need not be assumed to act concurrently.

2.2 METALS

- A. Recycled Content of Steel Products: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.
- B. Steel Tubing: ASTM A 500 (cold formed) or ASTM A 513.
- C. Steel Pipe: ASTM A 53, Schedule 40.
- D. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
- E. Iron Castings: Either gray iron, ASTM A 48/A 48M, or malleable iron, ASTM A 47/A 47M, unless otherwise indicated.
- F. Aluminum, Extruded Bars, Shapes, and Tubing: ASTM B 221, Alloy 6063-T5/T52.

- G. Aluminum Extruded Structural Pipe and Round Tubing: ASTM B 429/B 429M, Alloy 6063-T6.
- H. Aluminum Plate and Sheet: ASTM B 209,
- I. Aluminum Castings: ASTM B 26/B 26M, Alloy A356.0-T6.
- J. Brackets, Flanges, and Anchors: Cast or formed metal of same type of material and finish as supported rails unless otherwise indicated.

2.3 OTHER MATERIALS

- A. Wood Rails: Hardwood rails of species and profile indicated; with manufacturer's standard transparent finish, and secured to recessed metal subrail.
- B. Nonshrink, Nonmetallic Grout: ASTM C 1107; recommended by manufacturer for exterior applications.

2.4 FABRICATION

- A. Assemble railing systems in shop to the greatest extent possible. Use connections that maintain structural value of joined pieces.
- B. Form changes in direction of railing members by bending.
- C. Fabricate railing systems and handrails for connecting members by welding.
- D. Provide manufacturer's standard wall brackets, flanges, miscellaneous fittings, and anchors to connect handrail and railing members to other construction.
- E. Provide wall returns at ends of wall-mounted handrails.

2.5 FINISHES

- A. Steel Railings: Hot-dip galvanized after fabrication, ASTM A 123.
- B. Aluminum Railings: Class I, clear anodic finish; complying with AAMA 611.
- C. All railings to be painted black, satin finish with two coats of approved paint unless otherwise specified.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Fit exposed connections accurately together to form tight, hairline joints.

METAL RAILINGS

- B. Set railings accurately in location, alignment, and elevation and free of rack.
- C. Coat concealed surfaces of aluminum that will be in contact with cementitious materials or dissimilar metals, with a heavy coat of bituminous paint.
- D. Anchor posts in concrete by forming or core-drilling holes 5 inches deep and 3/4 inch greater than OD of post. Fill annular space between post and concrete with nonshrink, nonmetallic grout.
- E. Attach handrails to wall with wall brackets.

SECTION 061000 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals: ICC-ES evaluation reports for wood-preservative treated wood fire-retardant treated wood engineered wood products and metal framing anchors.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Certified Wood: Wood-based materials shall be certified as "FSC Pure" or "FSC Mixed Credit" according to FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship," and to FSC STD-40-004, "FSC Standard for Chain of Custody Certification."
- B. Lumber: Provide dressed lumber, S4S, marked with grade stamp of inspection agency.
- C. Engineered Wood Products: Acceptable to authorities having jurisdiction and for which current model code research or evaluation reports exist that show compliance with building code in effect for Project.
 - 1. Allowable Design Stresses: Engineered wood products shall have allowable design stresses, as published by manufacturer, that meet or exceed those indicated. Manufacturer's published values shall be demonstrated by comprehensive testing.

2.2 TREATED MATERIALS

- A. Preservative-Treated Materials: AWPA U1; Use Category UC2 for interior construction not in contact with the ground, Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.
 - 1. Use treatment containing no arsenic or chromium.
 - 2. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent.
 - 3. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- B. Provide preservative-treated materials for items indicated on Drawings, and the following:
 - 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 - 2. Wood sills, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
 - 3. Wood framing members that are less than 18 inches above the ground.
 - 4. Wood floor plates that are installed over concrete slabs-on-grade.

- C. Fire-Retardant-Treated Materials: Products with a flame-spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.
 - 1. Use Exterior type for exterior locations and where indicated.
 - 2. Use Interior Type A unless otherwise indicated.
 - 3. For enclosed roof framing, framing in attic spaces, and where high-temperature fireretardant treatment is indicated, provide material with design adjustment factors of not less than 0.85 for modulus of elasticity and 0.75 for extreme fiber in bending for Project's climatological zone.
 - 4. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent.
 - 5. Identify with appropriate classification marking of a testing and inspecting agency acceptable to authorities having jurisdiction.
- D. Provide fire-retardant treated materials for items indicated on Drawings.

2.3 FRAMING

- A. Certified Wood: Wood framing shall be certified as "FSC Pure" or "FSC Mixed Credit" according to FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship," and to FSC STD-40-004, "FSC Standard for Chain of Custody Certification."
- B. Dimension Lumber:
 - 1. Maximum Moisture Content: 15 percent.
 - 2. Non-Load-Bearing Interior Partitions: Construction or No. 2: .
 - 3. Framing Other Than Non-Load-Bearing Interior Partitions: Construction or No. 2: .
 - 4. Exposed Framing: Provide material hand-selected for uniformity of appearance and freedom from characteristics, on exposed surfaces and edges, that would impair finish appearance, including decay, honeycomb, knot-holes, shake, splits, torn grain, and wane.
 - a. Species: As specified for framing other than non-load-bearing interior partitions.
 - b. Grade: Select Structural.
- C. Timbers 5-Inch Nominal Size and Thicker: Select Structural No. 1:
 - 1. Maximum Moisture Content: 20 percent.
- D. Laminated-Veneer Lumber: Manufactured with exterior-type adhesive complying with ASTM D 2559. Allowable design values determined according to ASTM D 5456.
 - 1. <u>Manufacturers</u>: One of the following:
 - a. <u>Boise Cascade Corporation.</u>
 - b. <u>Finnforest USA.</u>
 - c. <u>Georgia-Pacific.</u>
 - d. Jager Building Systems Inc.
 - e. Louisiana-Pacific Corporation.
 - f. Pacific Woodtech Corporation.

- g. <u>Roseburg Forest Products Co.</u>
- h. <u>Standard Structures Inc.</u>
- i. <u>Stark Truss Company, Inc.</u>
- j. West Fraser Timber Co., Ltd.
- k. Weyerhaeuser Company.
- 2. Extreme Fiber Stress in Bending, Edgewise: 2900 psi for 12-inch nominal- depth members.
- 3. Modulus of Elasticity, Edgewise: 2,000,000 psi.

2.4 MISCELLANEOUS LUMBER

- A. Miscellaneous Dimension Lumber: Construction, or No. 2 grade with 15 percent maximum moisture content of any species. Provide for nailers, blocking, and similar members.
- B. Utility Shelving: Eastern white, Idaho white, lodgepole, ponderosa, or sugar pine, Premium or 2 Common (Sterling): NeLMA, NLGA, WCLIB, or WWPA; or Spruce-pine-fir, Select Merchantable or No. 1 Common: NeLMA, NLGA, WCLIB, or WWPA; with 15 percent maximum moisture content.
- C. Concealed Boards: Eastern softwoods, No. 3 Common: NELMA; with 15 percent maximum moisture content.

2.5 PLYWOOD BACKING PANELS

A. Equipment Backing Panels: Plywood, Exterior, AC, fire-retardant treated, not less than 3/4-inch nominal thickness.

2.6 MISCELLANEOUS PRODUCTS

- A. Fasteners: Size and type indicated. Where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.
 - 1. Power-Driven Fasteners: CABO NER-272.
 - 2. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.
- B. Metal Framing Anchors: Structural capacity, type, and size indicated.
 - 1. Manufacturers: One of the following:
 - 2. <u>Basis-of-Design Product</u>: or a comparable product of one of the following:
 - a. <u>Cleveland Steel Specialty Co.</u>
 - b. KC Metals Products, Inc.
 - c. <u>Phoenix Metal Products, Inc.</u>
 - d. <u>Simpson Strong-Tie Co., Inc.</u>
 - e. <u>USP Structural Connectors.</u>

- 3. Use anchors made from hot-dip galvanized steel complying with ASTM A 653/A 653M, G60 coating designation for interior locations where stainless steel is not indicated.
- 4. Use anchors made from stainless steel complying with ASTM A 666, Type 304 for exterior locations and where indicated.
- C. Sill Sealer: Closed-cell neoprene foam, 1/4 inch thick.
- D. Flexible Flashing: Self-adhesive product consisting of a butyl rubber compound, bonded to a backing sheet to produce an overall thickness of not less than 0.025 inch.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- B. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- C. Do not splice structural members between supports unless otherwise indicated.
- D. Securely attach rough carpentry to substrates, complying with the following:
 - 1. CABO NER-272 for power-driven fasteners.
 - 2. Published requirements of metal framing anchor manufacturer.
 - 3. Table 2304.9.1, "Fastening Schedule," in the IBC.

SECTION 071113 - BITUMINOUS DAMPPROOFING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals: Product Data.

PART 2 - PRODUCTS

2.1 BITUMINOUS DAMPPROOFING

- A. Hot-Applied Asphalt Dampproofing: ASTM D 449, Type I.
 - 1. <u>Manufacturers</u>: One of the following:
 - a. <u>Owens Corning Roofing and Asphalt, LLC; Trumbull Division.</u>
- B. Cold-Applied, Cut-Back (Solvent-Based) Asphalt Dampproofing:
 - 1. <u>Manufacturers</u>: One of the following:
 - a. <u>APOC, Inc.; a division of Gardner-Gibson.</u>
 - b. BASF Construction Chemicals Building Systems; Sonneborn Brand Products.
 - c. <u>Brewer Company (The).</u>
 - d. <u>ChemMasters, Inc.</u>
 - e. <u>Euclid Chemical Company (The); an RPM company.</u>
 - f. <u>Henry Company.</u>
 - g. Karnak Corporation.
 - h. Koppers Inc.
 - i. <u>Malarkey Roofing Products.</u>
 - j. <u>Meadows, W. R., Inc.</u>
 - 2. Trowel Coats: ASTM D 4586, Type I, Class 1, fibered.
 - 3. Brush and Spray Coats: ASTM D 4479, Type I, fibered or nonfibered.
- C. Cold-Applied, Emulsified-Asphalt Dampproofing:
 - 1. <u>Manufacturers</u>: One of the following:
 - a. <u>APOC, Inc.; a division of Gardner-Gibson.</u>
 - b. BASF Construction Chemicals Building Systems; Sonneborn Brand Products.
 - c. <u>Brewer Company (The).</u>
 - d. <u>ChemMasters, Inc.</u>
 - e. <u>Euclid Chemical Company (The); an RPM company.</u>
 - f. <u>Gardner-Gibson, Inc.</u>
 - g. <u>Henry Company.</u>

- h. Karnak Corporation.
- i. Koppers Inc.
- j. <u>Malarkey Roofing Products.</u>
- k. Meadows, W. R., Inc.
- 2. Trowel Coats: ASTM D 1227, Type II, Class 1.
- 3. Fibered Brush and Spray Coats: ASTM D 1227, Type II, Class 1.
- 4. Brush and Spray Coats: ASTM D 1227, Type III, Class 1.
- D. Protection Course: Fan folded, extruded-polystyrene.
- E. Cut-Back Asphalt Primer: ASTM D 41.
- F. Emulsified-Asphalt Primer: ASTM D 1227, Type III, Class 1, except diluted with water as recommended by manufacturer.
- G. Asphalt-Coated Glass Fabric: ASTM D 1668, Type I.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Clean substrates of projections and substances detrimental to work; fill voids, seal joints, and remove bond breakers if any, as recommended by prime material manufacturer.
- B. Comply with manufacturer's written recommendations unless more stringent requirements are indicated.
- C. Apply dampproofing to footings and foundation walls where opposite side of wall faces building interior.
 - 1. Apply from finished-grade line to top of footing, extend over top of footing, and down a minimum of 6 inches over outside face of footing.
 - 2. Install flashings and corner protection stripping at internal and external corners, changes in plane, construction joints, cracks, and where shown as "reinforced," by embedding an 8-inch- wide strip of asphalt-coated glass fabric in a heavy coat of dampproofing. Dampproofing coat for embedding fabric is in addition to other coats required.
- D. Apply dampproofing to provide continuous plane of protection on exterior face of inner wythe of exterior masonry cavity walls.
 - 1. Lap dampproofing at least 1/4 inch onto flashing and items that penetrate inner wythe.
 - 2. Extend dampproofing over outer face of structural members and concrete slabs.
- E. Apply dampproofing to provide continuous plane of protection on interior face of above-grade, exterior concrete and masonry walls unless walls are indicated to receive direct application of paint.
- F. Hot-Applied Asphalt Dampproofing:

- 1. Prime masonry and other porous substrates.
- 2. Apply two coats by mopping or spraying.
- G. Cold-Applied, Cut-Back Asphalt Dampproofing:
 - 1. On concrete and parged masonry foundation walls, apply two brush or spray coats, or one trowel coat.
 - 2. On unparged masonry foundation walls, apply primer and two brush or spray coats, or primer and one trowel coat.
 - 3. On Unexposed Face of Concrete Retaining Walls: Apply one brush or spray coat.
 - 4. On Concrete Backup for Brick Veneer Stone Veneer and Dimension Stone Cladding: Apply one brush or spray coat.
 - 5. On Masonry Backup for Brick Veneer Stone Veneer and Dimension Stone Cladding: Apply primer and one brush or spray coat.
 - 6. On Exterior Face of Inner Wythe of Cavity Walls: Apply primer and one brush or spray coat.
- H. Cold-Applied Emulsified-Asphalt Dampproofing:
 - 1. On concrete and parged masonry foundation walls, apply two brush or spray coats, one fibered brush or spray coat, or one trowel coat.
 - 2. On unparged masonry foundation walls, apply primer and two brush or spray coats, primer and one fibered brush or spray coat, or primer and one trowel coat.
 - 3. On unparged masonry foundation walls, apply primer and one trowel coat.
 - 4. On Unexposed Face of Concrete Retaining Walls: Apply one brush or spray coat.
 - 5. On Concrete Backup for Brick Veneer Stone Veneer and Dimension Stone Cladding: Apply one brush or spray coat.
 - 6. On Masonry Backup for Brick Veneer Stone Veneer and Dimension Stone Cladding: Apply primer and one brush or spray coat.
 - 7. On Exterior Face of Inner Wythe of Cavity Walls: Apply primer and one brush or spray coat.
 - 8. On Interior Face of Exterior Concrete Walls: Where above grade and indicated to be furred and finished, apply one brush or spray coat.
 - 9. On Interior Face of Single-Wythe Exterior Masonry Walls: Where above grade and indicated to be furred and finished, apply primer and one brush or spray coat.
- I. Where indicated, install protection course over completed-and-cured dampproofing.

SECTION 16010 - ELECTRICAL GENERAL PROVISIONS

PART 1 GENERAL

1.01 <u>RELATED DOCUMENTS</u>

- A. This Division is a part of the entire set of Contract Documents and shall be coordinated with the applicable provisions of the other parts. The following requirements clarify, amend or are in addition to the requirements set forth under the General Conditions and Division 1.
- B. In case of any discrepancy between the various Drawings, or between parts of the Specifications or between Drawings and Specifications, the matter shall immediately be submitted to the Engineer and, for Contractual purposes, the most expensive condition shall apply.

1.02 <u>INTENT</u>

- A. It is the intention of the Specification and Drawings to call for finished work, tested and ready for operation.
- B. Any apparatus, material, incidental accessories or work not shown on the Drawings or itemized in the Specification, but reasonably implied and necessary to make the Work complete and perfect in all respects and ready for operation, shall be provided by the Contractor without additional expense to the Owner.
- C. Major items of equipment are specified on the Drawings or in the Specifications and shall be furnished complete with all accessories normally supplied.
- D. Minor details not shown nor specified, but necessary for the proper installation and operation, shall be included in the Work and in the Contractor's estimate, the same as if herein specified.
- E. With submission of bid, Contractor shall give written notice of any materials or apparatus believed inadequate or unsuitable, in violation of laws, ordinances, rules or regulations of authorities having jurisdiction, and any necessary items of work omitted. In the absence of such written notice, it is mutually agreed that the Contractor has included the cost of all required items in his proposal.

1.03 **DEFINITIONS**

- A. "Engineer" is the person lawfully licensed to practice engineering or an entity lawfully practicing engineering as identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Engineer" means the Engineer or the Engineer's authorized representative.
- B. "Furnish" means to supply and deliver to the project site or appropriate trade.
- C. "Install" means to unpack, assemble, erect, fit up and connect in the specified or appropriate manner so as to be complete and ready for intended use.
- D. "Provide" means to furnish and install.

1.04 DRAWINGS

A. Drawings when issued with these specifications are diagrammatic and indicate the general arrangement of systems and approximate location of apparatus to be provided. Exact locations of all equipment are to be coordinated by the Contractor and are subject to approval of the Engineer and Owner.

- B. The general runs of raceways, feeders, branch circuits, etc., are indicated on the drawings. It is not intended that the exact routing of these items be determined there from. Maintain maximum headroom and space conditions at all points.
- C. The locations of panels and other equipment indicated on the drawings are approximately correct, but they are understood to be subject to such revision as may be found necessary or desirable at the time the work is installed in order to meet field conditions or to simplify the work. The Contractor shall verify that all minimum distance and access requirements are met.
- D. The Contractor shall take special care in the installation of raceways where same is concealed to ensure that it does not project beyond the finish lines of floors, ceilings and walls.
- E. The Owner reserves the right to make reasonable changes before installation of equipment, without additional cost.

1.05 <u>INSPECTION OF SITE</u>

- A. The Contractor shall visit the site, examine and verify the conditions under which the work must be conducted before submitting a proposal.
- B. The submission of a Proposal implies that the Contractor and all Subcontractors as necessary have visited the site and are familiar with the conditions under which the work must be conducted.

1.06 WORK INVOLVING OTHER TRADES

A. The Contractor is responsible for compliance with all local, state and federal licensing regulations, union jurisdictions, labor laws, etc., and shall engage qualified and licensed individuals to perform all aspects of the Work.

1.07 <u>CODES, PERMITS & FEES</u>

- A. The Contractor shall give all necessary notice, apply for all permits, coordinate with the Utility Company and pay all company governmental taxes, fees and other costs in connection with his work; file all necessary plans, all documents and obtain all necessary approvals from state and local departments having jurisdiction; obtain all required certificates of inspection for his work and deliver same to the Owner with copies to the Architect and Engineer before request for acceptance and final payment for the Work.
- B. All work shall be executed in accordance with the rules and regulations set forth in local, state and federal codes and the requirements of the local utility companies. Where the Drawings or Specifications indicate materials or construction in excess of code requirements, the Drawings or Specifications shall govern.

PART 2PRODUCTS

2.01 MATERIALS & WORKMANSHIP

- A. All equipment and materials shall be new and in unblemished condition and shall be standard products of manufacturers regularly engaged in the production of electrical equipment.
- B. All equipment shall be UL listed and labeled and shall conform to the latest edition of the NEC Code.
- C. All material shall conform to the requirements of all applicable codes and shall be trademarked and/or grade-marked.

- D. All major items of equipment shall be furnished complete with all accessories normally supplied with the catalog items listed and all other accessories necessary for a complete, properly operating system.
- E. The drawing arrangements are based on the manufacturers listed, either in these specifications or on the schedules on the Drawings.
- F. If any other equipment is considered for approval it shall be equal in quality, durability, appearance, capacity and efficiency through all ranges of operation, shall fulfill the requirements of equipment arrangement and space limitations of the equipment shown on the Drawings and/or specified and shall be compatible with the other components of the system.

2.02 <u>DEVIATIONS</u>

- A. The Drawings and/or Specifications indicate the name, model number or type of equipment or materials to be used as a standard for the materials specified.
- B. Where the Contractor proposes to use an item of equipment other than that specified or detailed on the drawings, which requires any redesign, new drawings shall be prepared at his own expense after approval of the substitution is granted.
- C. Where such approved deviations require a different quantity and arrangement of raceways, supports, wiring, conduit and equipment from that specified or indicated on the drawings, the Contractor shall furnish and install any such raceways, structural supports, insulation, electrical wiring and conduits, or any other additional equipment required by the system at no additional cost to the Owner for this and any other trade affected by the change.
- D. Whether expressly specified or otherwise noted, no materials, products or equipment shall be incorporated in the new work without written approval.
- E. A satisfactory review of a submittal by the Engineer shall not be construed as an acceptance of a deviation unless that deviation is flagged as a deviation by the Contractor on the submittal.
- F. In cases where more than one manufacturer, material or product is specified by name, the Contractor has the option to use any one named, but he must notify the Engineer of his choice on the proposed submittal schedule.
- G. In cases where a single manufacturer, material, or product is specified with the words "or approved equal", or words of similar intent, the Contractor must prove to the Engineer's satisfaction that the material or product proposed is essentially equal in quality, design, capacity, size, availability, durability or other criteria to that specified. A complete installation of the proposed substitution shall have been in satisfactory use for a sufficient period of time to establish its value as equal.
- H. The Engineer shall have the final authority as to the acceptance of any substitutions. Any claims by the Contractor for extension of time or increase in cost as a result of such substitutions will not be accepted.

2.03 <u>SUBMITTALS</u>

- A. The materials, workmanship, design and arrangement of all work installed under the Contract shall be subject to the approval of the Engineer.
- B. No later than 15 days after the Contract Award, the Contractor shall submit to the Engineer a list of proposed manufacturers of equipment and materials with a submittal schedule for approval. Contractor's intent to use the exact equipment or material specified does not relieve him of the responsibility of submitting such a schedule.

- C. Submittals shall be provided in a timely manner and shall allow sufficient time for the Engineer to adequately review the submissions without delay to the scheduling of the Work.
- D. The Contractor shall review all submittals prior to submission to the Engineer to ensure the following:
 - 1. Specific conformance with each detail of the Drawings and Specifications.
 - 2. Accuracy of dimensions and completeness.
 - 3. Conformance with safe and sound practices.
 - 4. Proper coordination and fit with adjacent work of other trades.
- E. Submittals shall bear stamped evidence of checking by the Contractor when submitted to the Engineer's office.
- F. Submittals shall be clearly labeled with the following:
 - 1. Project name.
 - 2. Contractor's name and phone number.
 - 3. Specification Section number.
 - 4. Corresponding symbols and numbers from the drawings (ex. LP-1, for Lighting Panel, No. 1).
 - 5. All pertinent information, including intended use, service, voltage, dimensions, capacities, etc.
 - 6. Equipment cuts shall be project specific, and shall be Factory Drawings. Standard catalog and/or price sheet photocopies are not acceptable.
- G. Review by the Engineer shall not relieve the Contractor from responsibility of errors, deviation from Contract Documents or violation of sound practices.
- H. Should changes be indicated on the returned submittals, the Contractor shall provide revised submittals promptly until final acceptance by the Engineer. Any subsequent changes made to the submittals after initial review by the Engineer shall be indicated as such by the Contractor.
- I. Upon final acceptance of the submittals, the Contractor shall distribute copies as required for proper coordination or as directed by the Engineer.
- J. The Contractor shall keep one copy of each approved submittal in the field office at all times.
- K. The Contractor shall provide additional shop fabrication and field installation shop drawings as required by the Engineer during construction.

PART 3 EXECUTION

3.01 <u>SAFETY</u>

A. In accordance with generally accepted construction practices and in particular Federal Regulation Part 1926, Subpart K and Subpart S (Occupational Safety and Health Act), latest edition (OSHA), the Contractor will be solely and completely responsible for conditions of the job site, including safety of

all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

3.02 <u>SCHEDULING OF WORK</u>

- A. Carefully examine the Drawings and Specifications, visit the site, and be fully informed as to all existing conditions, dimensions and limitations before starting the work.
- B. Once work is started, the Contractor shall complete the work without interruptions so as to return work areas to the Owner as soon as possible.
- C. The Contractor shall adequately protect and preserve all existing and newly installed work. The Contractor at his expense shall promptly repair any damage to facilities.
- D. Covering Work: No raceways, conductors, fittings, outlets or other work of any kind shall be covered up or hidden from view before it has been examined or approved by the Engineer and any authority having jurisdiction over same. Any imperfect work or material, which may be discovered shall be removed and corrected immediately after being rejected.
- E. The Contractor shall consult with the Owner as to the methods of carrying on the work so as not to interfere with the owner's operation any more than absolutely necessary; accordingly, all service lines shall be kept in operation as long as possible and the services shall only be interrupted at such times as will be designated by the Owner.
- F. The Contractor shall take all necessary precautions to protect the Owner's equipment and personnel from damage or injury due to his carrying on of the work. The area in which the Contractor is working must be kept as clean as possible at all times, with only a minimum amount of construction material at the site at one time.
- G. Materials and equipment must be placed to avoid interferences with the Owner's operation and shall be moved when directed by the Owner.

3.03 <u>COORDINATION</u>

- A. Before any work is installed, and before any equipment is fabricated or purchased, the Contractor shall carefully check the Drawings, and all job conditions. Any lack of coordination between the Work, the Drawings, Utility Company and/or job conditions shall be immediately reported to the Engineer in writing.
- B. Field Measurements: Verify the dimensions governing the work at the site. No extra compensation shall be claimed or will be allowed on account of differences between actual dimensions and those indicated on the Drawings.
- C. Examine adjoining work on which this work is dependent and report any work, which must be corrected. No waiver of responsibility for defective work shall be claimed or will be allowed due to the failure to report unfavorable conditions affecting this work.
- D. Exact locations of all equipment are to be coordinated by the Contractor and are subject to approval of the Engineer and the Owner.
- E. Generally, all work shall be installed so as to be readily accessible for operation, maintenance and repair. Such spaces and clearances shall, however, be kept to the minimum size required.
- F. Any rearrangement of conduits, panels or other such departures from the Drawings and the reasons there of, shall be submitted to the Engineer for approval, in the form of detailed drawings showing the proposed changes. No such changes shall be made without the prior approval of the Engineer.

3.04 **PROTECTION OF PROPERTY**

- A. In all occupied buildings, the Contractors shall be responsible for performing the work in a manner that will not affect the School's operation or harm existing equipment.
- B. This includes dust or dirt contamination, temperature or humidity fluctuations, production of noxious odors, disturbing noise or other disruptive conditions.
- C. Restore to its original condition, without expense to the Owner, any of the Owner's property that shall become damaged due to the negligence and/or work of the Contractor's employees or subcontractors.

3.05 <u>REMOVALS</u>

- A. In general, equipment to be removed is indicated on the Drawings. The Contractor shall legally dispose of these materials. All bulbs shall remain the property of the Town of Ridgefield and shall be transported to a storage facility as designated.
- B. Work that has been cut or partially removed shall be protected against damage until covered by permanent construction.

3.06 <u>INTERRUPTIONS</u>

- A. Where new work is to be connected to existing systems or equipment, the work shall be installed so as to minimize downtime or disruption of services. The Contractor shall schedule the work as directed by the Owner's field representative.
- B. Where temporary shutdown of essential systems is required the contractor shall make provisions to return the systems to normal operation at the end of each workday.

3.07 <u>CUTTING AND PATCHING</u>

A. All cutting, patching and repair work caused by Contractor shall be the Contractors responsibility and shall be done by personnel skilled in the trade of the repair work. All such repairs shall be subject to the approval of the Engineer and Owner.

3.08 WALL, FLOOR AND ROOF PENETRATIONS

A. Penetrations, if required, at building walls, partitions, floors and roofs shall be located in the field by the Contractor, and are subject to approval by the Engineer.

3.09 MAINTENANCE AND PROTECTION

- A. The Contractor shall be responsible for work and equipment until finally inspected, tested and accepted.
- B. Equipment and materials shall be protected from theft, injury or damage.
- C. Protect equipment outlets, conductors, conduit openings, etc. with temporary plugs or caps.
- D. Provide adequate storage for all equipment and materials delivered to the job site. Equipment set in place in unprotected areas must be provided with temporary protection.

3.10 <u>CLEANING</u>

A. Remove rubbish and surplus materials from the job site each day and leave premises and work in a clean condition.

3.11 <u>TESTS</u>

A. Conduct all tests and adjustments of equipment as specified or necessary to verify performance requirements of as required by authorities having jurisdiction. Submit data taken during such tests to Engineer. Pay all fees involved in required testing of equipment.

SECTION 262726 - WIRING DEVICES

PART 1 - <u>GENERAL</u>

1.1 <u>SECTION REQUIREMENTS</u>

A. Submittals: Product Data.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.

2.2 <u>COMMERCIAL-GRADE DEVICES</u>

- A. Devices that are manufactured for use with modular plug-in connectors may be substituted under the following conditions:
 - 1. Connectors shall comply with UL 2459 and shall be made with stranding building wire.
 - 2. Devices shall comply with the requirements in this Section.
- B. Device Color:
 - 1. Wiring Devices Connected to Normal Power System: Ivory unless otherwise indicated or required by NFPA 70 or device listing.
 - 2. Wiring Devices Connected to Emergency Power System: Red.
- C. Convenience Receptacles: NEMA WD 1, NEMA WD 6, Configuration 5-20R, and UL 498.
- D. Duplex GFCI Convenience Receptacles: 125 V, 20 A, straight blade, **feed** -through type. NEMA WD 1, NEMA WD 6, UL 498, and UL 943, Class A, and include indicator light that is lighted when device is tripped.
- E. 'Toggle Switches: NEMA WD 1 and UL 20. Single-pole, 120/277 V, 20 A.
- F. Momentary Contact Toggle Switches: NEMA WD 1 and UL 20. Single-pole, double-throw, momentary contact, center-off switches, 120/277 V, 20 A; for use with mechanically held lighting contactors.
- G. Pilot-Light Switches, 20 A: Single pole, with neon-lighted handle, illuminated when switch is "off."

2.3 <u>DECORATOR-STYLE DEVICES</u>

A. Device Color:

- 1. Wiring Devices Connected to Normal Power System: Ivory unless otherwise indicated or required by NFPA 70 or device listing.
- 2. Wiring Devices Connected to Emergency Power System: Red.
- B. Convenience Receptacles: Square face, 125 V, 15 A; comply with NEMA WD 1, NEMA WD 6 Configuration 5-15R, and UL 498.
- C. Tamper-Resistant and Tamper-Resistant and Weather-Resistant Convenience Receptacles: Square face, 125 V, 15 A; comply with NEMA WD 1, NEMA WD 6 Configuration 5-15R, and UL 498.: Labeled to comply with NFPA 70, "Receptacles, Cord Connectors, and Attachment Plugs (Caps)" Article, "Tamper-Resistant Receptacles in Dwelling Units" Section.
- D. GFCI, Feed-Through Type, Convenience Receptacles: Square face, 125 V, 15 A; comply with NEMA WD 1, NEMA WD 6 Configuration 5-15R, UL 498, and UL 943 Class A.
- E. Toggle Switches, Square Face, 120/277 V, 15 A: Comply with NEMA WD 1, UL 20, and FS W-S-896.
- F. Lighted Toggle Switches, Square Face, 120 V, 15 A: Comply with NEMA WD 1 and UL 20. With neonlighted handle, illuminated when switch is "off."

2.4 <u>RESIDENTIAL DEVICES</u>

- A. Device Color: Ivory unless otherwise indicated or required by NFPA 70 or device listing.
- B. Tamper-Resistant and Tamper-Resistant and Weather-Resistant Convenience Receptacles, 125 V, 15 A: Comply with NEMA WD 1, NEMA WD 6 Configuration 5-15R, and UL 498.: Labeled to comply with NFPA 70, "Receptacles, Cord Connectors, and Attachment Plugs (Caps)" Article, "Tamper-Resistant Receptacles in Dwelling Units" Section.
- C. Fan Speed Controls: 120-V, full-wave, solid-state units with integral, quiet on-off switches and audible frequency and EMI/RFI filters. Comply with UL 1917.
 - 1. Continuously adjustable rotary knob, 5 A.
 - 2. Three-speed adjustable rotary knob, 1.5 A.

2.5 WALL-BOX DIMMERS

- A. Dimmer Switches: Modular, full-wave, solid-state units with integral, quiet on-off switches, with audible frequency and EMI/RFI suppression filters.
- B. Control: Continuously adjustable rotary knob; with single-pole or three-way switching. Comply with UL 1472.
- C. Fluorescent Lamp Dimmer Switches: Modular; compatible with dimmer ballasts; trim potentiometer to adjust low-end dimming; dimmer-ballast combination capable of consistent dimming with low end not greater than 20 percent of full brightness.

2.6 <u>WALL PLATES</u>

A. Wall Plates, Finished Areas: Smooth, high-impact thermoplastic, fastened with metal screws having heads matching plate color.

- B. Wall Plates, Unfinished Areas: Smooth, high-impact thermoplastic with metal screws.
- C. Wall Plates, Damp Locations: Thermoplastic with spring-loaded lift cover, and listed and labeled for use in wet locations.

2.7 <u>FLOOR SERVICE FITTINGS</u>

- A. Modular, above-floor, dual-service units suitable for wiring method used.
- B. Compartments: Barrier separates power from voice and data communication cabling.
- C. Service Plate: Rectangular, with satin finish.
- D. Power Receptacle: NEMA WD 6, Configuration 5-20R, gray finish, unless otherwise indicated.

2.8 <u>MULTIOUTLET ASSEMBLIES</u>

A. Components produced by a single manufacturer designed for use as a complete, matching assembly of raceways and receptacles. Metal, with manufacturer's standard finish raceway with No. 12 AWG wire. One receptacle per 12 inches.

PART 3 - EXECUTION

3.1 <u>INSTALLATION</u>

- A. Comply with NECA 1, including the mounting heights listed in that standard, unless otherwise noted.
- B. Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.
- C. Select device colors and wall plates as follows:
 - 1. For plastic covers, match device color.
 - 2. In dark-paneled walls, use brown devices.
 - 3. Above kitchen counters, use white devices with stainless-steel wall plates.
- D. Install unshared neutral conductors on line and load side of dimmers.
- E. Mount devices flush, with long dimension vertical, and grounding terminal of receptacles on top unless otherwise indicated. Group adjacent devices under single, multigang wall plates.

SECTION 311000 - SITE CLEARING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
- B. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- C. Utility Locator Service: Notify "Call Before You Dig" at 1-800-922-4455 for area where Project is located before site clearing.
- D. Do not commence site clearing operations until temporary erosion- and sedimentationcontrol and plant-protection measures are in place.
- E. Soil Stripping, Handling, and Stockpiling: Perform only when the topsoil is dry or slightly moist.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance.
- B. Locate and clearly flag trees and vegetation to remain or to be relocated.
- C. Protect remaining trees and shrubs from damage and maintain vegetation. Employ a licensed arborist to repair tree and shrub damage. Restore damaged vegetation. Replace damaged trees that cannot be restored to full growth, as determined by arborist.
- D. Do not store materials or equipment or permit excavation within drip line of remaining trees.
- E. Protect site improvements to remain from damage. Restore damaged improvements to condition existing before start of site clearing.
- F. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.
- G. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.

1. Arrange with utility companies to shut off indicated utilities.

3.2 SITE CLEARING

- A. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction. Removal includes digging out stumps and obstructions and grubbing roots.
 - 1. Grind down stumps and remove roots, obstructions, and debris to a depth of 18 inches below exposed subgrade.
 - 2. Chip brush, branches, and trees and dispose of off-site.
- B. Strip topsoil. Remove sod and grass before stripping topsoil. Stockpile topsoil that will be reused in the Work.
 - 1. Stockpile surplus topsoil to allow for respreading deeper topsoil.
- C. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.
- D. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
 - 1. Neatly saw-cut length of existing pavement to remain before removing existing pavement.
- E. Dispose of waste materials, including trash, debris, and excess topsoil, off Owner's property. Burning waste materials on-site is not permitted.
 - 1. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities.
- F. Traffic Control: The Contractor shall take all precautions to protect both pedestrians and vehicular traffic during the course of the project. The Contractor shall maintain traffic during the progress of the work. Barricades, flagmen, uniformed police officers or any other type of traffic control necessary to ensure the safety of the public shall be utilized by the Contractor. All methods of traffic control are subject to the approval of the Chief of Police who may direct other methods to be employed. No direct payment for traffic control will be made, all costs shall be carried under the various items of this contract.

SECTION 321400 - UNIT PAVING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals: Samples for selecting unit pavers.

PART 2 - PRODUCTS

2.1 UNIT PAVERS

- A. Concrete Pavers: Solid, interlocking paving units, ASTM C 936, made from normal-weight aggregates.
 - 1. Manufacturers: One of the following:
 - a. Unilock.
 - 2. Thickness: 2-3/8 inches.
 - 3. Face Size and Shape: 4-7/16-by-8-7/8-inch rectangle or as shown on the plans.
 - 4. Paver: Paver shall be "Town Hall" as manufactured by Unilock, color to be determined by the Engineer.

2.2 CURBS AND EDGE RESTRAINTS

- A. Plastic Edge Restraints: Triangular PVC extrusions, 1-3/4 inches high by 3-1/2 inches wide, with 3/8-inch- diameter by 12-inch- long steel spikes.
 - 1. <u>Manufacturers</u>: One of the following:
 - a. <u>Brickstop Corporation.</u>
 - b. <u>Dimex Corporation.</u>
 - c. <u>Oly-Ola Edgings, Inc.</u>
 - d. <u>Pave Tech Inc.</u>
- B. Aluminum Edge Restraints: Straight, 1/8-inch- thick by 4-inch- high extruded-aluminum edging, with aluminum stakes 12 inches long.
 - 1. <u>Manufacturers</u>: One of the following:
 - a. Brickstop Corporation.
 - b. <u>Curv-Rite, Inc.</u>
 - c. <u>Permaloc Corporation.</u>
 - d. <u>Sure-loc Edging Corporation.</u>

2.3 AGGREGATE SETTING-BED MATERIALS

- A. Graded Aggregate for Base: Sound crushed stone or gravel, ASTM D 448, Size No. 8.
- B. Geotextile: Woven or nonwoven polyester or polypropylene.
- C. Sand for Leveling Course: ASTM C 33, fine aggregate.
- D. Sand for Joints: Fine, sharp, washed sand or crushed stone with 100 percent passing the No. 16 sieve and no more than 10 percent passing the No. 200 sieve.

2.4 POLYMERIC JOINT SAND

- A. Provide polymeric joint sand as manufactured by:
 - 1. <u>Manufacturers</u>: One of the following:
 - a. <u>Technseal RG+</u>
 - b. <u>Unicare HP Polymeric Max Sand</u>

PART 3 - EXECUTION

- 3.1 INSTALLATION, GENERAL
 - A. Proof-roll prepared subgrade surface and correct deficiencies before installing unit pavers.
 - B. Cut unit pavers with masonry saw or block splitter.
 - C. Tolerances: Do not exceed 1/16-inch unit-to-unit offset (lippage) nor 1/4 inch in 10 feet from level or indicated slope.
 - D. Installation shall conform to all manufacturer's requirements for the type of unit paver specified.

3.2 AGGREGATE SETTING-BED PAVER INSTALLATION

- A. Place aggregate base and compact with plate vibrator.
- B. Place geotextile over compacted base course overlapping ends and edges at least 12 inches.
- C. Place sand for leveling course to a thickness of 1 to 1-1/2 inches.
- D. Treat leveling base with soil sterilizer.
- E. Set pavers with a minimum joint width of 1/16 inch and a maximum of 1/8 inch. If pavers have spacer bars, place pavers hand-tight against spacer bars.

- F. Vibrate pavers into leveling course with at least three passes of a low-amplitude plate vibrator capable of a 3500- to 5000-lbf compaction force at 80 to 90 Hz.
- G. Spread dry sand and fill joints immediately after vibrating pavers into leveling course. Vibrate pavers and add sand until joints are completely filled, then remove excess sand.
- H. Repeat joint-filling process 30 days later.

SECTION 323126 - WOOD FENCES AND GATES

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals: ICC-ES evaluation reports for wood-preservative treated wood.

PART 2 - PRODUCTS

2.1 LUMBER

- A. Provide dressed lumber, S4S, marked with grade stamp of inspection agency.
- B. Dimension Lumber:
 - 1. Maximum Moisture Content: 19 percent.
 - 2. Dimension Lumber Posts: Construction or No. 2.
 - 3. Dimension Lumber Rails: Construction or No. 2.
 - 4. Dimension Lumber Rails: Construction or No. 2 western red cedar; NLGA, WCLIB, or WWPA.

C. Boards:

- 1. Maximum Moisture Content: 19 percent.
- 2. Rails: Douglas fir, C & Btr finish or C Select; NLGA, WCLIB, or WWPA.
- 3. Rails: Douglas fir, 2 Common; NLGA, WCLIB, or WWPA.
- 4. Rails: Western red cedar, Grade B; NLGA, WCLIB, or WWPA.
- 5. Pickets: Douglas fir, C & Btr finish or C Select; NLGA, WCLIB, or WWPA.
- 6. Pickets: Western red cedar, Grade B; NLGA, WCLIB, or WWPA.
- 7. Gate Framing: Douglas fir, C & Btr finish or C Select; NLGA, WCLIB, or WWPA.
- 8. Gate Framing: Western red cedar, Grade B; NLGA, WCLIB, or WWPA.

2.2 POLES

A. Round Wood Poles: Clean-peeled wood poles with inner bark removed and with knots and limbs cut flush with the surface.

2.3 TREATED MATERIALS

- A. Preservative-Treated Boards and Dimension Lumber:
 - 1. AWPA U1; Use Category UC3b unless otherwise indicated.
 - 2. AWPA U1; Use Category UC3a for painted rails and pickets.
 - 3. AWPA U1; Use Category UC4a for posts.

- 4. Use treatment containing no arsenic or chromium.
- B. Preservative-Treated Poles: AWPA U1; Use Category UC4a, waterborne preservative; include post-treatment fixation process.
- C. After treatment, redry boards dimension lumber and poles to 19 percent maximum moisture content.
- D. Mark treated wood with treatment quality mark of an inspection agency approved by ALSC's Board of Review.
- E. Provide preservative-treated materials for posts all lumber all wood.

2.4 MISCELLANEOUS PRODUCTS

- A. Fasteners: Use aluminum fasteners or fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M or ASTM F 2329 unless otherwise indicated.
 - 1. Provide nails or screws, in sufficient length, to penetrate not less than 1-1/2 inches into wood substrate.
 - 2. Carbon-Steel Bolts: ASTM A 307 with ASTM A 563 hex nuts and, where indicated, flat washers all hot-dip zinc coated.
- B. Post Caps: Factory-formed aluminum sheet; square with pyramid top.
- C. Gate Hardware: Zinc plated.
 - 1. Hinges: 4-inch T-hinges or as shown on the drawings.
 - 2. Latches: Self-latching, padlockable.
 - 3. Cane Bolts: 1/2-inch diameter.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install fences by setting posts as indicated and fastening rails and infill panels to posts.
- B. Set work to required levels and lines, with members plumb, true to line, cut, and fitted.
- C. Post Excavation: Excavate holes to a diameter of not less than four times post size and a depth of not less than 24 inches plus 3 inches for each foot or fraction of a foot that fence height exceeds 4 feet.
- D. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.
 - 1. Posts Set in Concrete: Extend post to bottom of concrete.
- E. Install gates level, plumb, and secure for full opening without interference. Adjust hardware for smooth operation and lubricate where necessary.

SECTION 334600 - SUBDRAINAGE

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals:
 - 1. Product Data: For each type of product indicated.

PART 2 - PRODUCTS

2.1 PERFORATED-WALL PIPES AND FITTINGS

- A. Perforated PE Pipe and Fittings: ASTM F 405 or AASHTO M 252, Type CP; corrugated, with band type couplings.
- B. Perforated PVC Sewer Pipe and Fittings: ASTM D 2729, bell-and-spigot ends, for loose joints.

2.2 ACCESSORIES

- A. Special Pipe Couplings: ASTM C 1173, elastomeric, sleeve-type, reducing or transition coupling, with corrosion-resistant metal tension band and tightening mechanism on each end.
 - 1. Sleeve for Cast-Iron Soil Pipes: ASTM C 564, rubber.
 - 2. Sleeve for Plastic Pipes: ASTM F 477, elastomeric seal or ASTM D 5926, PVC.
 - 3. Sleeve for Dissimilar Pipes: ASTM D 5926, PVC or other material compatible with pipe materials being joined.
- B. Cast-Iron Cleanouts: ASME A112.36.2M; cast-iron housing and Medium-Duty Loading class, cast-iron cover. Include cast-iron ferrule and countersunk, brass cleanout plug.
- C. PVC Cleanouts: ASTM D 3034, PVC cleanout threaded plug and threaded pipe hub.
- D. Molded-Sheet Drainage Panels: Prefabricated, geocomposite, 36 to 60 inches wide with molded plastic drainage core faced with geotextile filter fabric.
- E. Geotextile: Nonwoven or woven fabric of polyolefin or polyester fibers, or combination of both.
- F. Soil Materials: Backfill, drainage course, impervious fill, and satisfactory soil materials are specified in Section 312000 "Earth Moving."

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Foundation Drainage Installation:
 - 1. Place and compact impervious fill at least 6 inches deep and 12 inches wide on subgrade adjacent to bottom of footing.
 - 2. Place compacted layer of drainage course at least 4 inches deep over compacted subgrade where drainage pipe is to be laid.
 - 3. Encase pipe with sock-style geotextile filter fabric and install pipe.
 - 4. Add drainage course to width of at least 6 inches on side away from wall and to top of pipe to perform tests.
 - 5. After satisfactory testing, cover drainage piping to width of at least 6 inches on side away from footing and above top of pipe to within 12 inches of finish grade.
 - 6. Fill to Grade: Place and compact impervious fill material over compacted drainage fill.
- B. Foundation Drainage Installation:
 - 1. Place and compact impervious fill at least 6 inches deep and 12 inches wide on subgrade adjacent to bottom of footing.
 - 2. Wrap bottom of molded-sheet drainage panel around drainage pipe and install pipe.
 - 3. Wrap fabric around top end of core and 4 inches down panel side.
 - 4. Place core side of panel against wall. Attach panel to wall. Do not penetrate waterproofing.
- C. Install piping beginning at low points of system at a minimum slope of 0.5 percent. Bed piping with full bearing in filtering material.
- D. Testing: Test drain piping with water to ensure free flow before backfilling.
- E. Maintain swab or drag in piping with tight joints and pull past each joint as it is completed.

Appendix A Prevailing Wage Rates

Minimum Rates and Classif for Heavy/Highway Constru ID#: H 24296				
General Statutes of Connectic welfare payments and will app on which the rates are establis	ted in the Labor Commissioner under provisions of out, as amended, the following are declared to be to ply only where the contract is advertised for bid we shed. Any contractor or subcontractor not obligat shall pay this amount to each employee as part of	of Section 31-53 of the prevailing rates a vithin 20 days of the ed by agreement to p	nd date pay to	
Project Number:	Project Town:	Project Town: Ridgefield		
FAP Number:	State Number:			
Project: Town Hall Site In	nprovements			
CLASSIFICATION		Hourly Rate	Benefits	
encapsulation (except its remo	moval Laborers: Asbestos removal and val from mechanical systems which are not to be rs, blasters. **See Laborers Group 5 and 7**			
1) Boilermaker		33.79	34% + 8.96	
1a) Bricklayer, Cement Mason	s, Cement Finishers, Plasterers, Stone Masons	33.48	30.21	
2) Carpenters, Piledrivermen		32.60	25.34	

2a) Diver Tenders	32.60	25.34
3) Divers	41.06	25.34
03a) Millwrights	33.14	25.74
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	48.55	20.45
4a) Painters: Brush and Roller	32.72	20.45
4b) Painters: Spray Only	35.72	20.45
4c) Painters: Steel Only	34.72	20.45

Project: Town Hall Site Improvements		
4d) Painters: Blast and Spray	35.72	20.45
4e) Painters: Tanks, Tower and Swing	34.72	20.45
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)	38.27	25.00+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	35.47	33.39 + 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)	41.62	30.36
LABORERS		
8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	29.25	19.50

9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	29.50	19.50
10) Group 3: Pipelayers	29.75	19.50
11) Crown 4. Jackhammar/Davamant broakar (bandhald), maaan tandara	29.75	19.50
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	29.15	19.50
12) Group 5: Toxic waste removal (non-mechanical systems)	31.25	19.50
13) Group 6: Blasters	31.00	19.50
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	30.25	19.50
Group 8: Traffic control signalmen	16.00	19.50

29.30	18.90
32.22	19.50 + a
31.28	19.50 + a
31.28	19.50 + a
31.60	19.50 + a
	32.22

----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----

16) Prokoman Traakman Tunnal Laborara Shaft Laborara	31.28	10.50 + 0
16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	51.26	19.50 + a
17) Laborers Topside, Cage Tenders, Bellman	31.17	19.50 + a
18) Miners	32.22	19.50 + a
TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR:		
18a) Blaster	38.53	19.50 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	38.34	19.50 + a

Project: Town Hall Site Improvements		
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	36.41	19.50 + a
21) Mucking Machine Operator	39.11	19.50 + a
TRUCK DRIVERS(*see note below)		
Two axle trucks	29.13	22.32 + a
Three axle trucks; two axle ready mix	29.23	22.32 + a
Three axle ready mix	29.28	22.32 + a
Four axle trucks, heavy duty trailer (up to 40 tons)	29.33	22.32 + a

Four axle ready-mix	29.38	22.32 + a
Heavy duty trailer (40 tons and over)	29.58	22.32 + a
Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	29.38	22.32 + a
POWER EQUIPMENT OPERATORS		
Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over, Tunnel Boring Machines. (Trade License Required)	39.30	24.05 + a
Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	38.98	24.05 + a
Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar);Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	38.24	24.05 + a

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	37.85	24.05 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	37.26	24.05 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	37.26	24.05 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	36.95	24.05 + 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).	36.61	24.05 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	36.21	24.05 + 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).	35.78	24.05 + a

Project: Town Hall Site Improvements		
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	33.74	24.05 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	33.74	24.05 + a
Group 12: Wellpoint Operator.	33.68	24.05 + a
Group 13: Compressor Battery Operator.	33.10	24.05 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	31.96	24.05 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	31.55	24.05 + a
Group 16: Maintenance Engineer/Oiler	30.90	24.05 + a

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	35.21	24.05 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	32.79	24.05 + a
**NOTE: SEE BELOW		
LINE CONSTRUCTION(Railroad Construction and Maintenance)		
20) Lineman, Cable Splicer, Technician	47.14	6.5% + 20.98
21) Heavy Equipment Operator	42.43	6.5% + 18.84
22) Equipment Operator, Tractor Trailer Driver, Material Men	40.07	6.5% + 18.27

Project: Town Hall Site Improvements		
23) Driver Groundmen	25.93	6.5% + 8.53
23a) Truck Driver	35.36	6.5% + 16.88
LINE CONSTRUCTION		
24) Driver Groundmen	30.92	6.5% + 9.70
25) Groundmen	22.67	6.5% + 6.20
26) Heavy Equipment Operators	27.10	C 50/ · 10 70
26) Heavy Equipment Operators	37.10	6.5% + 10.70
27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
,, eact 2, fitting 2, finance fitting		0.070 + 12.20

28) Material Men, Tractor Trailer Drivers, Equipment Operators

 $35.04 \quad 6.5\% + 10.45$

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

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:

1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)

2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson

3) Cranes (under 100 ton rated capacity)

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 journeyperson instructing and supervising the work of each apprentice in a specific trade.

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

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

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

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

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

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

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

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

As of:

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.

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.

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

	Home	About Us	FAQ
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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 contractor

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction under the provisions of section 31-54 of the general statutes, or (2) the construction, remodelin rehabilitation, alteration or repair of any public works project that falls under the provisions of s shall contact the Labor Commissioner on or before July first of each year, for the duration of suc rate of wages on an hourly basis and the amount of payment or contributions paid or payable or worker employed upon the work contracted to be done, and shall make any necessary adjustme and such payment or contributions paid or payable on behalf of each such employee, effective e

- The prevailing wage rates applicable to any contract or subcontract awarded on or after O
 adjustments each July 1st for the duration of any project which was originally advertised f
- Each contractor affected by the above requirement shall pay the annual adjusted prevailin 1st, as posted by the Department of Labor.
- It is the *contractor's* responsibility to obtain the annual adjusted prevailing wage rate inc of Labor's Web Site. The annual adjustments will be posted on the Department of Labor W 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 project. All subsequent annual adjustments will be posted on our Web Site for contractor a

Any questions should be directed to the Contract Compliance Unit, Wage and Workpla Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790

Workplace Laws

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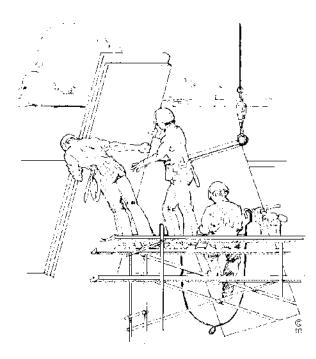
~NOTICE~

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached "Contracting Agency Certification Form" to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

[∞] Inquiries can be directed to (860)263-6543.



CONNECTICUT DEPARTMENT OF LABOR WAGE AND WORKPLACE STANDARDS DIVISION CONTRACT COMPLIANCE UNIT

CONTRACTING AGENCY CERTIFICATION FORM

I,, acting in my	official capacity as
authorized representative	title
for, locate	d at
contracting agency	address
do hereby certify that the total dollar amount of	work to be done in connection with
, lo	cated at
project name and number	address
shall be <u>\$</u> , which includes a	ll work, regardless of whether such project
consists of one or more contracts.	
CONTRACTOR	R INFORMATION
Name:	
Address:	
Authorized Representative:	
Approximate Starting Date:	
Approximate Completion Date:	
Signature	Date
Signature	Date
Return To: Connecticut Department of Labo Wage & Workplace Standards D	

Wage & Workplace Standards Division Contract Compliance Unit 200 Folly Brook Blvd. Wethersfield, CT 06109

Date Issued: _____

Information Bulletin Occupational Classifications

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

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

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

• ASBESTOS WORKERS

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

• ASBESTOS INSULATOR

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

• BOILERMAKERS

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

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

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

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

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Freestanding furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

• CLEANING LABORER

The clean up of any construction debris and the general cleaning, including sweeping, wash down, mopping, wiping of the construction facility, washing, polishing, dusting, etc., prior to the issuance of a certificate of occupancy falls under the *Labor classification*.

• DELIVERY PERSONNEL

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

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

• ELECTRICIANS

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

• ELEVATOR CONSTRUCTORS

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

• FORK LIFT OPERATOR

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

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

• GLAZIERS

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

• IRONWORKERS

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce. Insulated metal and insulated composite panels are still installed by the Ironworker.

• INSULATOR

Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings. Past practice using the applicable licensed trades, Plumber, Sheet Metal, Sprinkler Fitter, and Electrician, is not inconsistent with the Insulator classification and would be permitted.

• LABORERS

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

• PAINTERS

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

• LEAD PAINT REMOVAL

Painter's Rate

- 1. Removal of lead paint from bridges.
- 2. Removal of lead paint as preparation of any surface to be repainted.
- 3. Where removal is on a Demolition project prior to reconstruction.

Laborer's Rate

- 1. Removal of lead paint from any surface NOT to be repainted.
- 2. Where removal is on a *TOTAL* Demolition project only.

• PLUMBERS AND PIPEFITTERS

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

• POWER EQUIPMENT OPERATORS

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

• ROOFERS

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

• SHEETMETAL WORKERS

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

• SPRINKLER FITTERS

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

• TILE MARBLE AND TERRAZZO FINISHERS

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

• TRUCK DRIVERS

Definitions:

1) "Site of the work" (29 Code of Federal Regulations (CFR) 5.2(l)(b) is the physical place or places where the building or work called for in the contract will remain and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contact or project;

(a) Except as provided in paragraph (l) (3) of this section, job headquarters, tool yards, batch plants, borrow pits, etc. are part of the "site of the work"; provided they are dedicated exclusively, or nearly so, to the performance of the contract or project, and provided they are adjacent to "the site of work" as defined in paragraph (e)(1) of this section;

(b) Not included in the "site of the work" are permanent home offices, branch plant establishments, fabrication plants, tool yards etc, of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular State or political subdivision contract or uncertain and indefinite periods of time involved of a few seconds or minutes duration and where the failure to count such time is due to consideration justified by industrial realities (29 CFR 785.47)

2) "Engaged to wait" is waiting time that belongs to and is controlled by the employer which is an integral part of the job and is therefore compensable as hours worked. (29 CFR 785.15)

3) "Waiting to be engaged" is waiting time that an employee can use effectively for their own purpose and is not compensable as hours worked. (29 CFR 785.16)

4) "De Minimus" is a rule that recognizes that unsubstantial or insignificant periods of time which cannot as a practical administrative matter be precisely recorded for payroll purposes, may be disregarded. This rule applies only where there are uncertain and indefinite periods of time involved of a short duration and where the failure to count such time is due to consideration justified by worksite realities. For example, with respect to truck drivers on prevailing wage sites, this is typically less than 15 minutes at a time.

Coverage of Truck Drivers on State or Political subdivision Prevailing Wage Projects

Truck drivers <u>are covered</u> for payroll purposes under the following conditions:

- Truck Drivers for time spent working on the site of the work.
- Truck Drivers for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimus

- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract or project where a significant portion of such building or work is constructed and the physical places where the building or work outlined in the contract will remain.

For example: Truck drivers delivering asphalt are covered under prevailing wage while" engaged to wait" on the site and when directly involved in the paving operation, provided the total time is not "de minimus"

Truck Drivers <u>are not</u> covered in the following instances:

- Material delivery truck drivers while off "the site of the work"
- Truck Drivers traveling between a prevailing wage job and a commercial supply facility while they are off the "site of the work"
- Truck drivers whose time spent on the "site of the work" is de minimus, such as under 15 minutes at a time, merely to drop off materials or supplies, including asphalt.

These guidelines are similar to U.S. Labor Department policies. The application of these guidelines may be subject to review based on factual considerations on a case by case basis.

For example:

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

Any questions regarding the proper classification should be directed to: Public Contract Compliance Unit Wage and Workplace Standards Division Connecticut Department of Labor 200 Folly Brook Blvd, Wethersfield, CT 06109 (860) 263-6543

Connecticut Department of Labor Wage and Workplace Standards Division FOOTNOTES

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

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

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

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons (Building Construction) and

(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

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

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators

(Heavy and Highway Construction & Building Construction)

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

Ironworkers

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

Laborers (Tunnel Construction)

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

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

Sprinkler Fitters

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

Truck Drivers

(Heavy and Highway Construction & Building Construction)

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

Appendix B

State of Connecticut SBE/MBE Requirements

BID LANGUAGE (for DAS Contracting Portal Bid Notice)

This contract is subject to state contract compliance requirements, including non-discrimination statutes and set-aside requirements. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services. The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

BID NOTICE LANGUAGE (for print media)

This contract is subject to state set-aside and contract compliance requirements.

BID LANGUAGE (for bid documents)

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

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 police adopted by resolution of the board of directors, shareholder, managers, members or other g9overning 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, form 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.

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

(Revised 09/3/15)

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) Definition of Small Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number Or Social Security Number
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. YesNo -Bidder is a minority business enterprise YesNo (If yes, check ownership category) BlackHispanicAsian American NativeIberian PeninsulaIndividual(s) with a Physical Disability Female
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes_ No
Other Locations in Ct. (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

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

1. Will the work of this contract include subcontractors or suppliers? Yes_ No_

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

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

Yes__No__

PART IV - Bidder Employment Information

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

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

PART V - Bidder Hiring and Recruitment Practices

THE V DIGUELL	The blader mining and Recondition in Tachees				(1 4ge 5)			
 Which of the following recruitment sources are used by you? (Check yes or no, and report percent used) 			2. Check (X) any of the below listed requirements that you use as a hiring qualification(X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination			
SOURCE	YES	NO	% of applicants provided by source					
State Employment Service					Work Experience			
Private Employment Agencies					Ability to Speak or Write English			
Schools and Colleges					Written Tests			
Newspaper Advertisement					High School Diploma			
Walk Ins					College Degree			
Present Employees					Union Membership			
Labor Organizations					Personal Recommendation			
Minority/Community Organizations					Height or Weight			
Others (please identify)					Car Ownership			
					Arrest Record			
					Wage Garnishments			

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

(Signature)	(Title)	(Date Signed)	(Telephone)

Appendix C

Executive Orders and Grant Requirements

Work completed under this contract is subject to the following "Executive Orders" and corresponding grant requirements.

Connecticut State Library



State Of Connecticut By His Excellency Thomas *I.* 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 *I*. 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, ad 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 disadvantages workers, in accordance with section 31- SI(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 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.
- X. (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 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 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 future 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 with 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 superceded 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 16th day of June, 1971.

Harry Hammer Secretary Of The State

STATE OF CONNECTICUT BY HIS EXCELLENCY DANNEL P. MALLOY GOVERNOR EXECUTIVE ORDER NO. 16

WHEREAS, a declaration of civil preparedness emergency was issued by the Governor on October 29, 2011 due to a severe snow storm and unprecedented power outages experienced throughout the state;

WHEREAS, Connecticut General Statutes section 28-9(b) authorizes and empowers the Governor to take such steps as are reasonably necessary in light of such emergency to protect the health, safety, and welfare of the people of the state, and to modify and suspend in whole or in part, any statute, regulation or requirement or part thereof, whenever the Governor is of the opinion that it is in conflict with the efficient and expeditious execution of civil preparedness functions or the protection of the public health;

WHEREAS, severe weather conditions and fallen trees have resulted in road closures and continuing widespread power outages in the state, forced numerous town halls to close and limited transportation within the state;

WHEREAS, section 12-91 of the general statues requires the filling of any application for exemption pursuant to that section to be completed on or before October 31, 2011;

WHEREAS, section 12-81 of the general statues requires the filling of any application for exemption pursuant to that section to be completed on or before November 1, 2011;

WHEREAS, sections 12-107c, 12-107d and 12-107e of the general statues requires the filling of any application for classification pursuant to that section to be completed on or before October 31, 2011;

WHEREAS, with limited exceptions, said applications for exemptions or classifications not filed by October 31, 2011 or November 1, 2011, respectively, are considered a waiver of the right to the exemption or the classification for the assessment year;

WHEREAS, conditions resulting from the storm may have prevented individuals from being able to prepare the documentation necessary to file said applications for exemptions or classifications;

WHEREAS, conditions resulting from the storm pose a danger to persons who may attempt to travel to town hall to file said applications for exemptions or classifications;

WHEREAS, many individuals have been unable to file said applications for exemptions or classifications due to power outages, town hall closures, and travel difficulties;

WHEREAS, in light of the emergency conditions it is appropriate to extend the deadline for filing said applications for exemptions or classifications to give individuals the opportunity to properly file

their applications for exemptions or classifications, even in towns where power may have been restored or had not experienced a power outage prior to November 1, 2011;

NOW, THEREFORE, I, Dannel P. Malloy, Governor of the State of Connecticut, by virtue of the authority vested in me, do hereby **ORDER** and **DIRECT the suspension or modification of the following statutes, regulations or requirements under the following conditions for the reasons stated above:**

1. Except as otherwise stated in this Order, Sections 12-81, 12-91,12-107c, 12-107d, and 12-107e of the General Statutes are modified to the extent that the deadline for all persons to file their applications for exemptions or classifications shall be November 15, 2011, *nunc pro tunc*.

This Executive Order shall take effect immediately upon filing with office of the Secretary of State and shall be effective for a period of time not to exceed thirty (30) days unless sooner revoked.

Dated at Hartford, Connecticut, this 3rd day of November 2011.

Dannel P. Malloy Governor

By His Excellency's Order

Denise Merrill Secretary of the State

Connecticut State Library



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 al 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)

OFFICE OF POLICY AND MANAGEMENT Office of the Secretary 450 CAPITOL AVENUE MS # 55 SEC HARTFORD, CT 06106

GENERAL GRANT CONDITIONS

SECTION 1: Use of Grant Funds.

The Grantee agrees to expend the grant funds awarded pursuant to this agreement for allowable purposes only and to comply with all of the terms and conditions of the grant award and any related documents that set forth its obligations as Grantee. Grant funds shall not, without advance written approval by the Office of Policy and Management (OPM), be obligated prior to the starting date or subsequent to the end date of the grant period.

SECTION 2: Fiscal Control.

The Grantee shall maintain accounting records and establish policies and provide procedures to assure sound fiscal control, effective management, and efficient use of grant funds. The Grantee shall establish fiscal control and accounting procedures to assure proper disbursement of, and accounting for, grant funds. Accounting procedures must provide for the accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be adequate to insure that expenditures charged to grant activities are made for allowable purposes only.

SECTION 3: Retention of Records and Records Accessibility.

3.1 All services performed by Grantee shall be subject to the inspection and approval of OPM at all times, and Grantee shall furnish all information concerning the services.

OPM or its representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of Grantee or its subcontractors or subgrantees pertaining to work performed under this agreement and shall allow such representatives free access to any and all such plants, places of business, books and records. OPM or its representatives will give the Grantee or its subcontractors or subgrantees at least twenty-four (24) hours notice of such intended examination. At OPM's request, the Grantee or subcontractors or subgrantees shall provide OPM with hard copies or an electronic format of any data or information in the possession or control of the Grantee, subcontractor or subgrantee which pertains to OPM's business under this agreement.

3.2 The Grantee shall retain and maintain accurate records and documents relating to performance of services under this agreement for a minimum of three (3) years starting from the date of submission of the final expenditure report with the following qualifications and shall make them available for inspection and audit by OPM or its representative:

- a. If any litigation, claim or audit is started before the expiration date of the threeyear period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved; and
- b. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with grant funds shall be retained for three years after the final disposition of said property.

3.3 Any subcontractor or subgrantee under this agreement shall retain and maintain accurate records and documents relating to performance of services under this agreement for a minimum of three (3) years from the expiration of the subcontract or subgrant and shall make them available for inspection and audit by OPM or its representative.

3.4 The Grantee must incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or subgrantee providing services under this agreement.

SECTION 4: Insurance.

The Grantee agrees that while performing any service specified in this grant, the Grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the service to be performed, so as to "save harmless" OPM and the State of Connecticut from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with OPM prior to the award of funding.

SECTION 5: Conflict of Interest.

No person who is an officer, employee, consultant or review board member of the Grantee shall participate in the selection, award or administration of a contract, subcontract, or subgrant or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant, review board member or any member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ any of the above, has a financial interest in the entity or firm selected for the contract, subcontract, or subgrant or when the individual employee is related to any of the foregoing persons.

SECTION 6: Reports.

The Grantee shall submit such reports as OPM shall reasonably request and shall comply with all provisions regarding the submission of such reports. Reports shall include, but not be limited to, revised project narratives, revised budgets and budget narratives, progress reports, financial reports, cash requests, grantee affirmative action packets, and subgrantee packets and budgets. Cash requests may be withheld by OPM until complete and timely reports are received and approved.

SECTION 7: Funding Limitation.

Funding of this project in no way obligates OPM to fund the project in excess of this grant, beyond the period of this grant, or in future years.

SECTION 8: <u>Revised Budget.</u>

If the grant amount and/or the distribution of funds between categories of funds, as identified on the Notice of Grant Award, is different from the amount and/or the distribution in the grant application budget, the Grantee agrees to submit to OPM a revised budget and budget narrative equal to and in the same distribution as the grant award not later than thirty (30) days after signing of the grant. Cash requests will be withheld until the revision is received and approved.

SECTION 9: Audits.

9.1 In accordance with the following conditions, the Grantee agrees to conduct and submit to OPM two completed audit packages with management letters and corrective action plans for audits of each of the fiscal years included in the period of this grant and any amendments thereto.

9.2 If the Grantee meets the requirements of the State Single Audit Act, Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes, the Grantee is required to submit a State Single Audit Report to OPM. Connecticut General Statutes § 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee received State Financial Assistance from OPM for this grant and it is the only State Financial Assistance that the Grantee has received during this fiscal period. The State Single Audit Report should be filed with OPM no later than six months after the end of the audit period.

9.3 If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, and meets the requirements of OMB Circular A-133, Audits of State and Local Governments and Non Profit Organizations, the Grantee is required to submit an audit conducted in accordance with Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Governmental Auditing Standards (GAGAS) issued by the Comptroller General of the United States, as well as OMB Circular A-133. This circular requires those state and local governments and non-profit organizations which expended a total amount of federal financial assistance equal to or in excess of \$500,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee receives Financial Assistance under only one federal program. For audit purposes, State or grantee match funds, as identified on the Notice of Grant Award, are subject to the same requirements as the federal monies. OMB Circular A-133 requires that the audit report be submitted by the earlier of 30 days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.

SECTION 10: Unexpended Funds and/or Disallowed Costs.

If project costs are less than the grant, and/or any project costs have been disallowed, the Grantee agrees to return the unexpended/disallowed funds to OPM no later than sixty (60) days following closeout of the grant.

SECTION 11: Nondiscrimination and Affirmative Action.

11.1 The Grantee agrees and warrants that in the performance of the Grant Award such Grantee will not discriminate nor permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut.

11.2 The Grantee agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved.

11.3 The Grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the State Commission on Human Rights and Opportunities.

11.4 The Grantee agrees and warrants that in the performance of the grant such Grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.

11.5 The Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee 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 Grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

11.6 The Grantee 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 the Commission on Human Rights and Opportunities pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f.

11.7 The Grantee 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 Grantee which relate to the provisions of this section and Connecticut General Statutes § 46a-56.

11.8 If the grant is a public works contract, the Grantee agrees and warrants that the Grantee will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

11.9 Determination of the Grantee's good faith efforts shall include but shall not be limited to the following factors: The Grantee'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 public works projects. The Grantee shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts. For the purposes of this paragraph, "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 who are active in the daily affairs of the enterprise, who have the power to direct the management and policies of the enterprise and who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; "good faith efforts" includes, but is not 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; and "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.

11.10 The Grantee shall include the provisions of subsections 11.1 to 11.8, inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by

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regulations or orders of the Commission on Human Rights and Opportunities. The Grantee 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 Grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Grantee 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.

11.11 For the purposes of this entire Non-Discrimination section, "Grant Award" includes any extension or modification of the Grant Award, "Grantee" includes any successors or assigns of the Grantee, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "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. For the purposes of this section, "Grant" does not include a grant where each grantee is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

SECTION 12: Executive Orders.

12.1 This agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill regarding nondiscrimination promulgated June 16, 1971, and such Executive Order is incorporated herein by reference and made a part thereof. 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 agreement is completed or terminated prior to completion. This agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement.

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

12.3 This agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workforce Prevention and, such Executive Order is incorporated herein by reference and made a part thereof. This agreement may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen.

SECTION 13: Americans with Disabilities Act.

This section applies to those grantees, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the grant award period. The Grantee represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Grantee to satisfy this standard either now or during the period of the grant, as it may be amended, will render the grant voidable at the option of OPM upon notice to the Grantee. The Grantee warrants that it will hold OPM and the State harmless from any liability, which may be imposed upon OPM and the State as a result of any failure of the Grantee to be in compliance with this Act.

SECTION 14: Independent Contractor.

The Grantee shall act as an independent contractor in performing this agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or

entering into contractual agreements with persons, partnerships or companies, the Grantee will notify OPM of the contractor's identity.

SECTION 15: Federal Compliance and Assurances.

If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, the Grantee and all its subgrantees will comply with the nondiscrimination requirement of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973 as amended; and the Age Discrimination Act of 1975, to the effect that no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available in this grant.

SECTION 16: Non-Supplanting.

16.1 If the Grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the Grantee agrees that these grant funds will be used to supplement and increase, but not supplant, the level of state, local, private and federal funds that would, otherwise, be made available for this project and to serve this target population and will in no event replace such state, local, private and federal funds.

16.2 The Grantee shall not use state funds conveyed by the grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state grant funds. OPM may waive this provision upon request and for good cause shown, when it is satisfied that the reduction in local funds or other state funds, as the case may be, is due to circumstances not related to the grant.

SECTION 17: Additional Federal Conditions.

If the Grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the Grantee agrees to comply with the attached Additional Federal Conditions which have been issued by the federal grantor agency to OPM and which are, hereby, made a part of this grant award.

SECTION 18: Indemnification.

The Grantee, hereby, agrees to indemnify, defend and save harmless the State of Connecticut, including, but not limited to, OPM, their respective officers, employees and agents for any breach of this agreement.

SECTION 19: Large State Contracts.

Pursuant to Connecticut General Statutes §§ 4-250 and 4-252, Contractor must present at the execution of each large state contract (having a total cost to the State of more than \$500,000 in a calendar or fiscal year) an executed gift affidavit, which Contractor shall update on an annual basis in accordance with paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1. In addition, pursuant to paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1. In addition, pursuant to affidavit shall also execute and file a campaign contribution affidavit disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

SECTION 20: State Contracting Standards Board.

Pursuant to paragraph 6(a) of Governor M. Jodi Rell's Executive Order No. 7C, Grantee acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for OPM's consideration and final OPM determination, termination of this grant contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the Connecticut General Statutes) or Connecticut General Statutes § 4a-100 or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or state contracting agency.

SECTION 21: Campaign Contribution and Solicitation Prohibitions.

For all State contracts as defined in Section 9-612 of the Connecticut General Statutes having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment A.

SECTION 22: Non-Discrimination Certification.

Pursuant to Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), every Grantee is required to provide the State with a non-discrimination certificate for all State contracts regardless of type, term, cost or value. The appropriate form must be submitted to the awarding State agency prior to contract execution. Copies of "nondiscrimination certification" forms that will satisfy the statutory requirements may be found on OPM's website. The applicable certification form must be signed by an authorized signatory of the Grantee.

SECTION 23: Additional Restrictions on Use of Federal Funds.

Pursuant to 18 U.S.C. § 1913 and 31 U.S.C. § 1352, Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of federal government.

SECTION 24: Special Grant Conditions.

The Grantee agrees to comply with the attached Special Grant Conditions, which have been issued in connection with this specific grant award, and which are hereby made a part of this award.

ATTACHMENT A

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes Section 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 below):

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 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.

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:

<u>Civil penalties</u>—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.

<u>Criminal penalties</u>—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.

Revised December 2011

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

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

Definitions:

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

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

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor, 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 *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 quasipublic 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

Revised December 2011

individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of 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 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.

CONTRACTOR'S MINORITY BUSINESS ENTERPRISES

UTILIZATION FORM

NAME AND ADDRESS OF AWARDING AGENCY: NAM	E AND ADDRESS OF CONTR	ACTOR:
PROJECT NO: DATE AWARDED: DATE BID OPENED:		
NOTICE TO CONTRACTORS: Under Section 46a-68J-23(5) of the Contract make GOOD FAITH EFFORTS to employ Minority Business Enterprises (MBE projects subject to contract compliance requirements. The contract which is referenced above is s INSTRUCTIONS: List the name and addresses of all MBEs you have selected project. If the MBEs selected as subcontractors and suppliers of materials meet the criteria f General Statutes, contractors MUST complete the attached affidavit. If such busi of Economic Development and if the contractor wishes the Commission on Hum favorably the selection of an unregistered MBE in the evaluation of the contractor's good faith efforts , co either case, the affidavit must be filled out in triplicate, with the original sent to the Street, Hartford, Connecticut 06106; one copy sent to the Awarding Agency; and does not wish the CHRO to consider selection of an unregistered MBE in its eval affidavit need be made. (Attached additional pages if necessary, using	s) as subcontractors and suppliers subject to contract compliance req as subcontractors and suppliers of for MBEs set out in Section 4a-60 ness are not currently registered w an Rights and Opportunities (CHF ontractors MUST complete the atta te CHRO, Contract Compliance U one copy retained by contractor. uation of the contractor's good fai	of materials on all uirements. materials for this of Connecticut ith the Department RO) to consider ached affidavit. In Unit, 21 Grand If the contractor
NAME AND ADDRESS OF ALL MBE SUBCONTRACTOR(S) OR SUPPLIER(S) OF MATERIALS:	Check here if MBE(s) qualify under Section 4a-60 of the Conn. Gen. Statues.	Check here if MBE is unregistered but wants consideration for good faith efforts.

This form developed pursuant to Section 46a-68j-23(5) of Regulations of Connecticut state Agencies concerning Contract Compliance.

AFFIDAVIT

I,(Name of person signing certification)	acting on behalf of
(Name of person signing certification)	ū
	of which I am the
(Contractor)	
(Title)	Certify and affirm:
	ving minority business
Check if provision applicable: That the follow	
subcontractors and/or suppliers of materials that	
hired for Contract Nowith	
(Awardir	ng Agency)
meet the criteria for Minority Business Enterprises set	out in Section 4a-60 of the
Connecticut General Statutes:	
Connecticut General Statutes.	
(List names of Minority Business Enterprises that qualified under current statutor	y requirements)
Check if provision applicable: That the	has
hired the following minority business subcontractors of	or suppliers of materials for
Contract No with (Awarding Agency)	that are not
(Awarding Agency)	
registered with the Department of Economic Developr	ment, but which should be
considered by the Connecticut Commission on Huma	n Rights and Opportunities
when evaluating	the good faith efforts:
(Contractor)	
(List names or upredictored MDEs)	
(List names or unregistered MBEs)	

I further certify and affirm that I have read and understand the contract compliance requirements codified at Section 4a-60 and Section 46a-7 1 (d) of the Connecticut General Statutes.

Appendix D Plans

Appendix A



CONSTRUCTION DOCUMENT SET

RIDGEFIELD TOWN HALL 400 MAIN STREET RIDGEFIELD, CT 06877 OCTOBER 12, 2016

CLIENT:

TOWN OF RIDGEFIELD

RIDGEFIELD TOWN HALL 400 MAIN STREET RIDGEFIELD, CT 06877 PHONE: (203) 431-2774 FAX: (203) 431-2311

LANDSCAPE ARCHITECT:



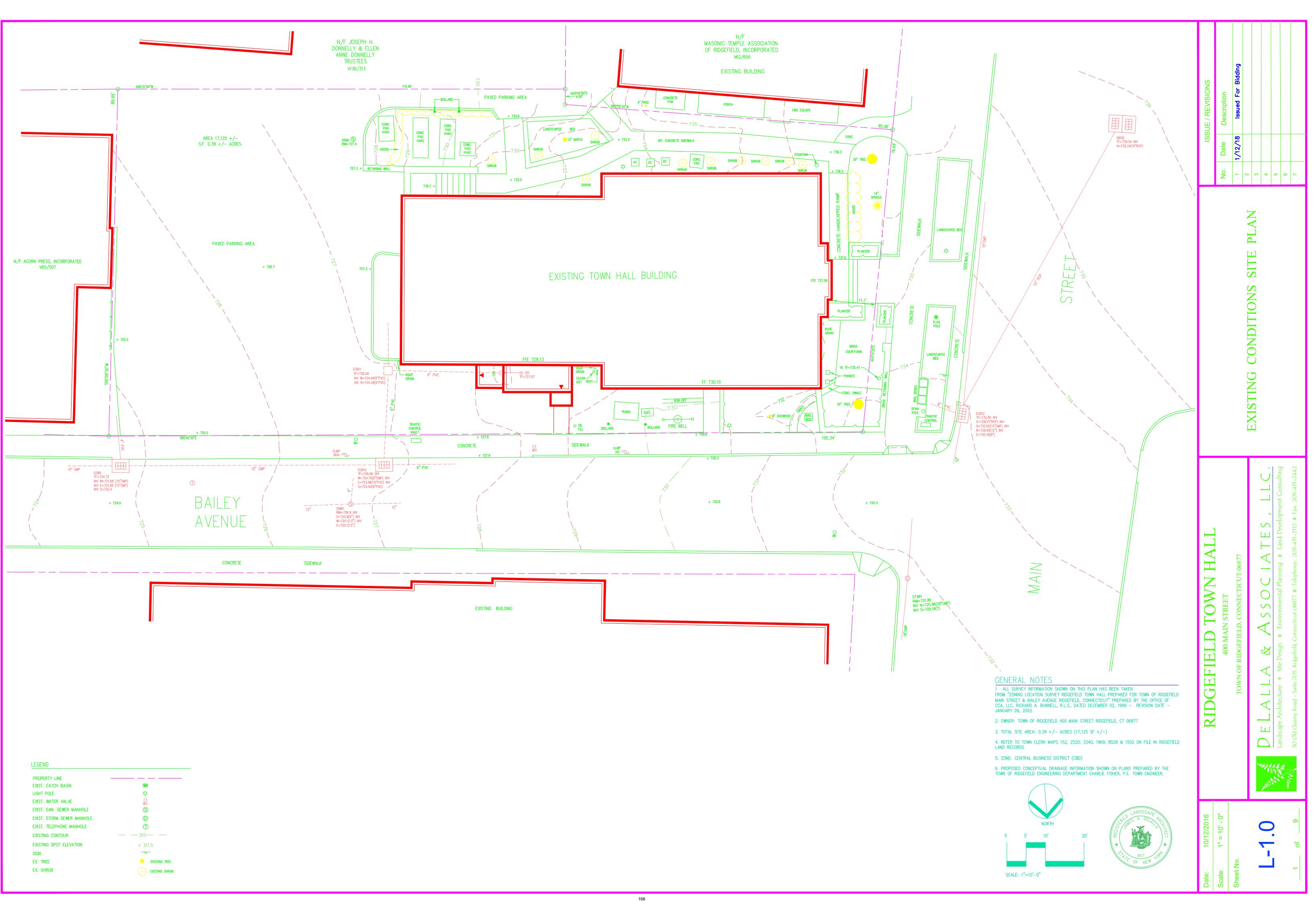


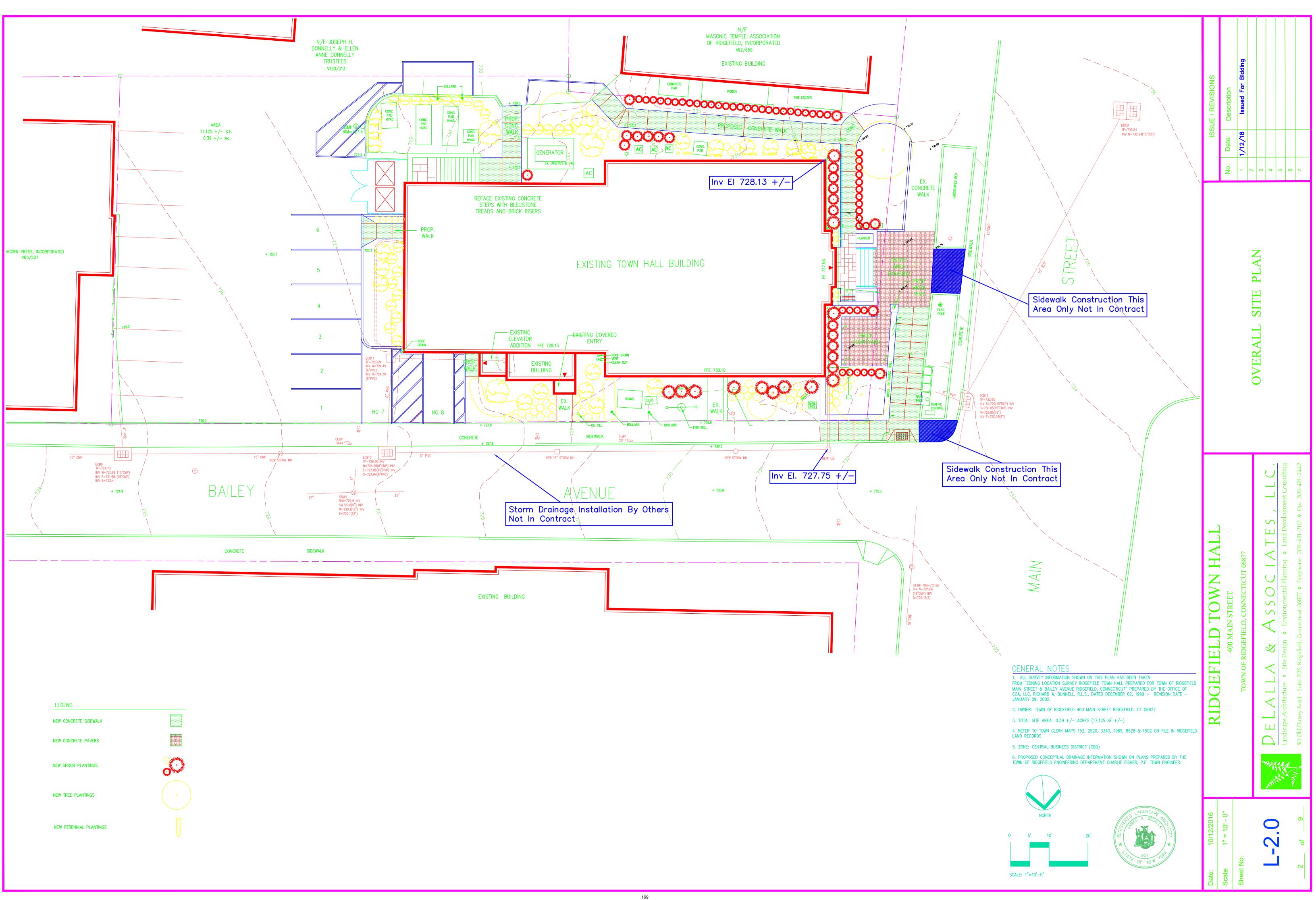
30 Old Quarry Road – Suite 203, Ridgefield, Connecticut 06877 ◊ Telephone: 203–431–2112 ◊ Fax: 203–431–2442

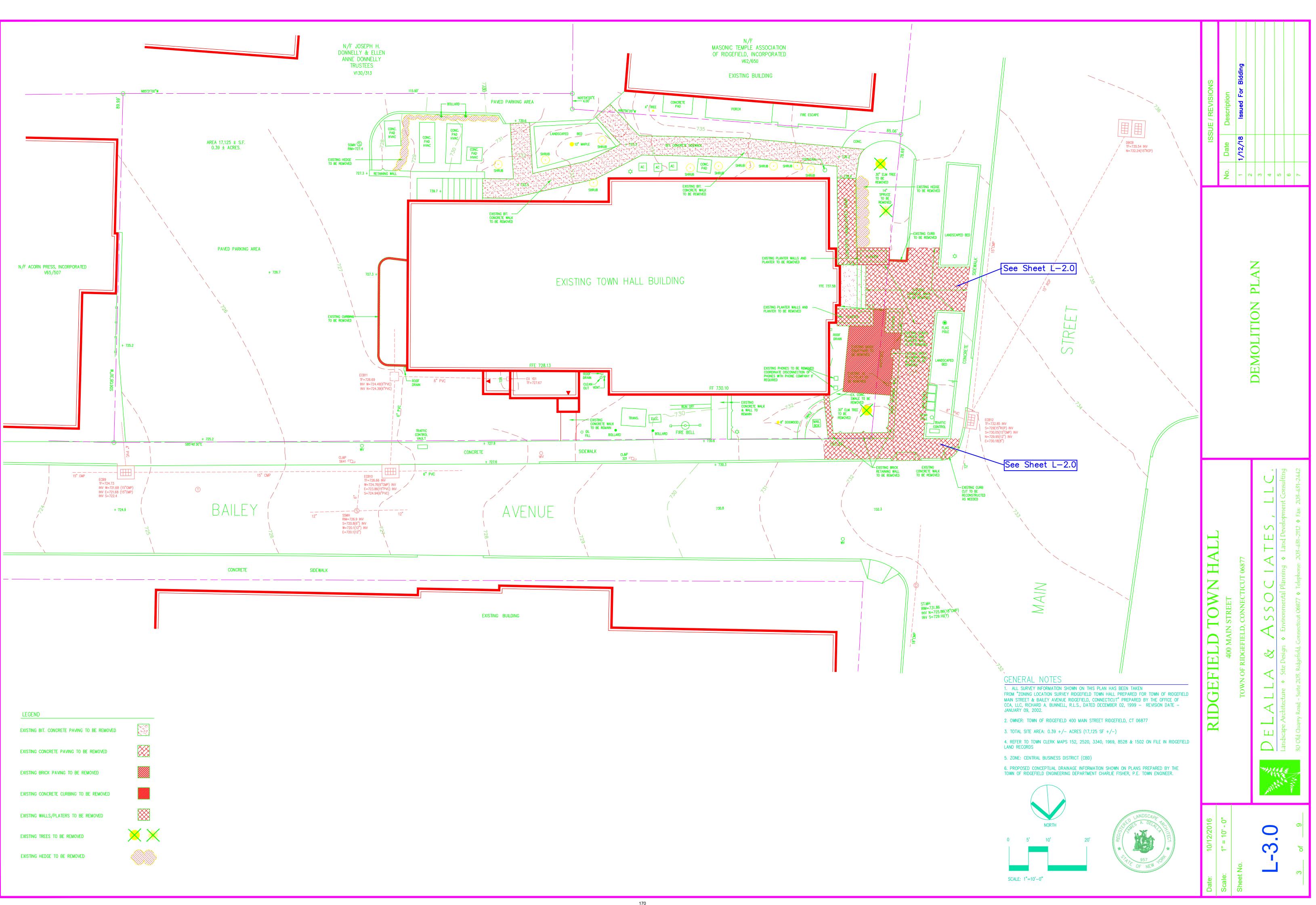
DRAWING INDEX

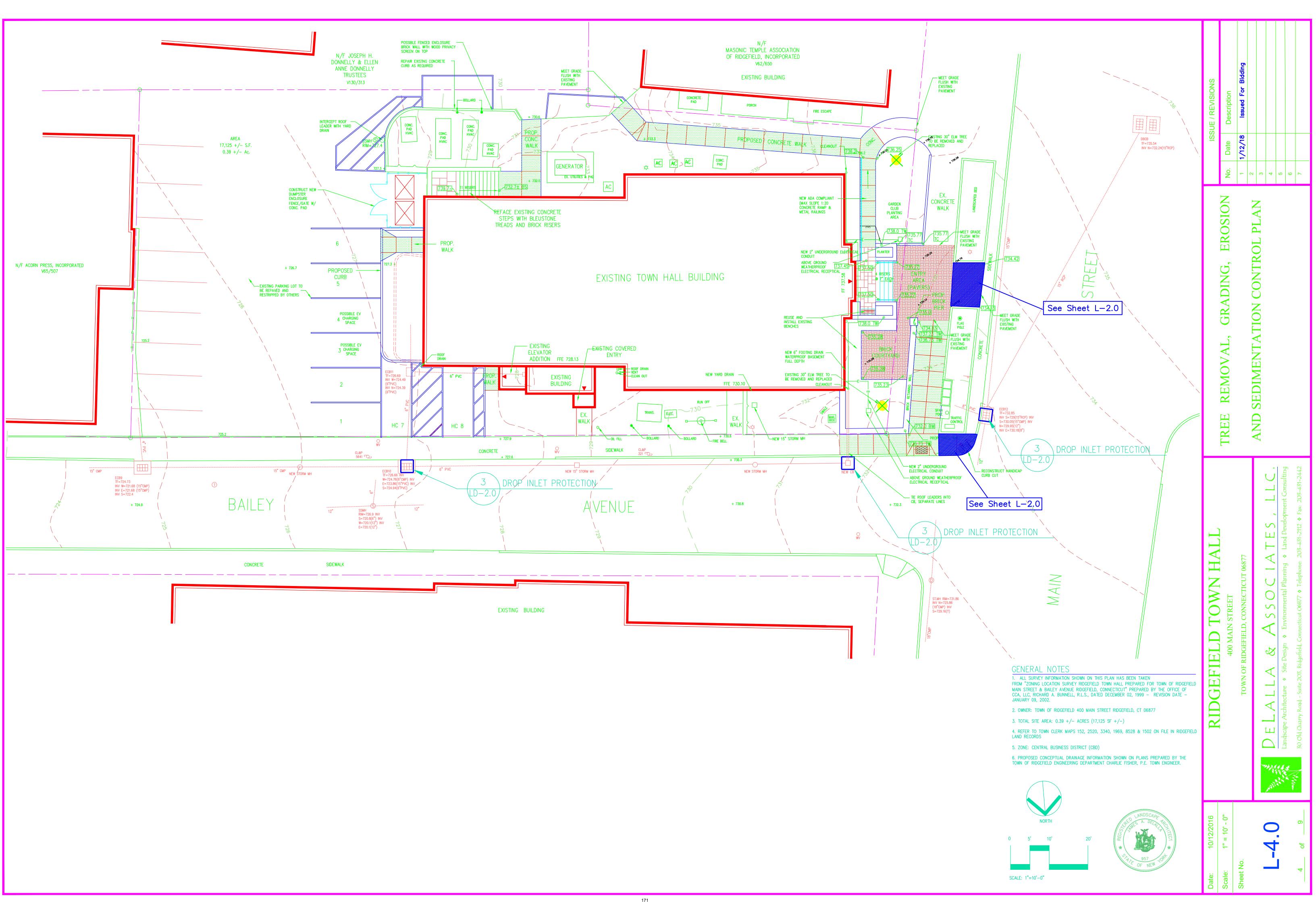
SHEET TITLE

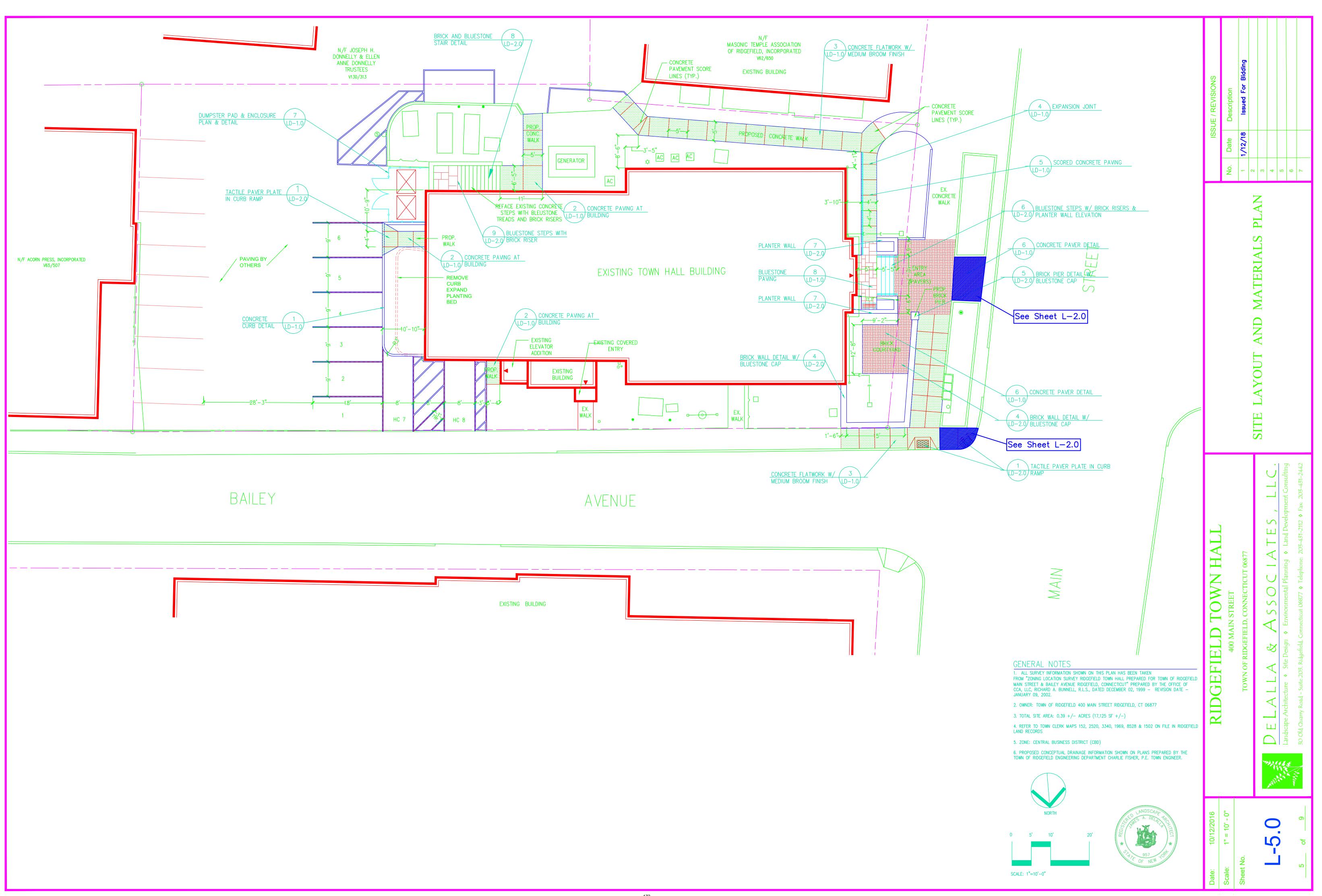
- **EXISTING CONDITIONS SITE PLAN** L-1.0
- L-2.0 OVERALL SITE PLAN
- L-3.0 DEMOLITION PLAN
- L-4.0 TREE REMOVAL, GRADING, EROSION & SEDIMENTATION CONTROL PLAN
- L-5.0 SITE LAYOUT AND MATERIALS PLAN
- L-5.1 FRONT LAYOUT, GRADING AND MATERIALS PLAN
- L-6.0 LANDSCAPE AND LIGHTING PLAN
- LD-1.0 SITE DETAILS & NOTES
- LD-2.0 SITE DETAILS & NOTES

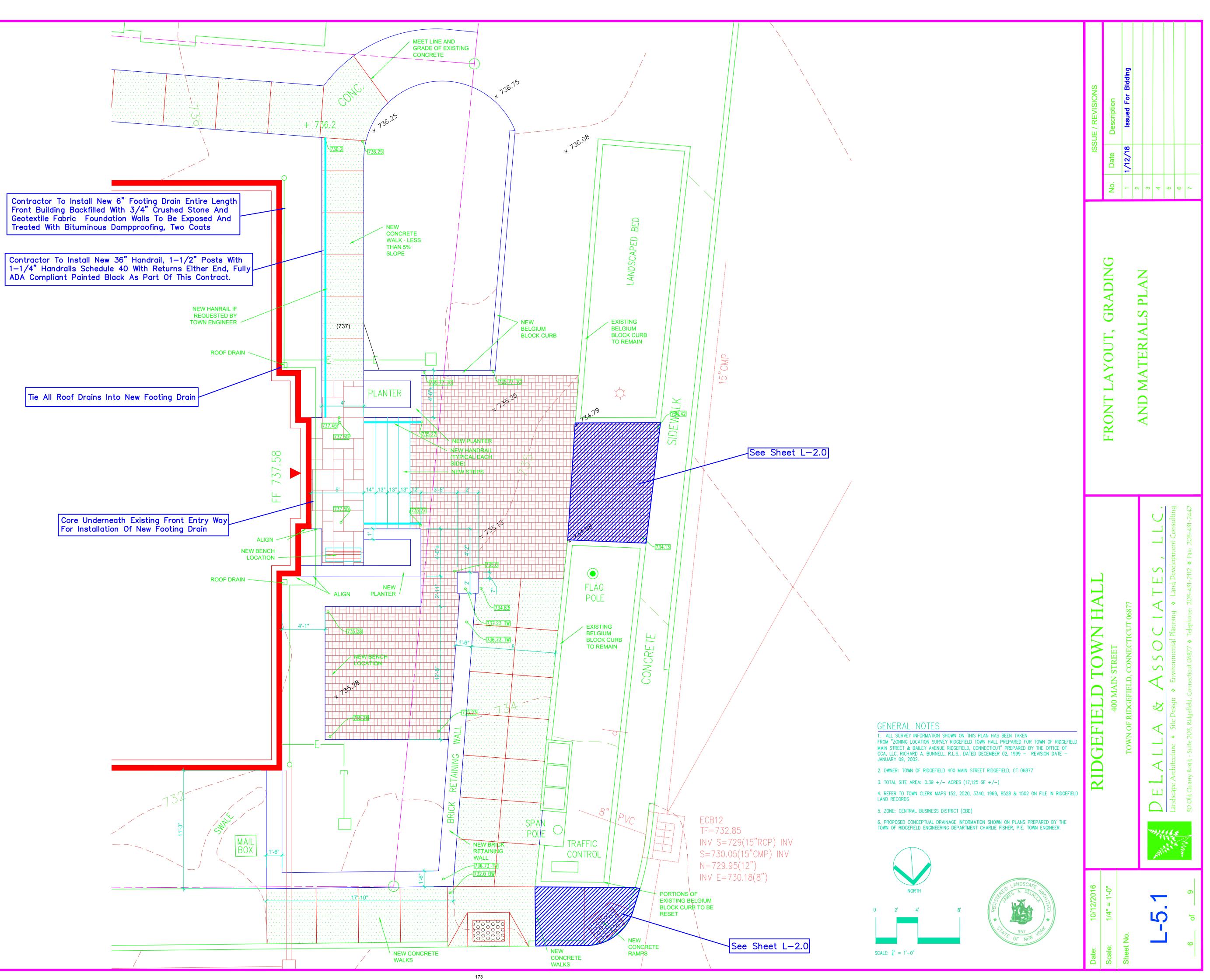




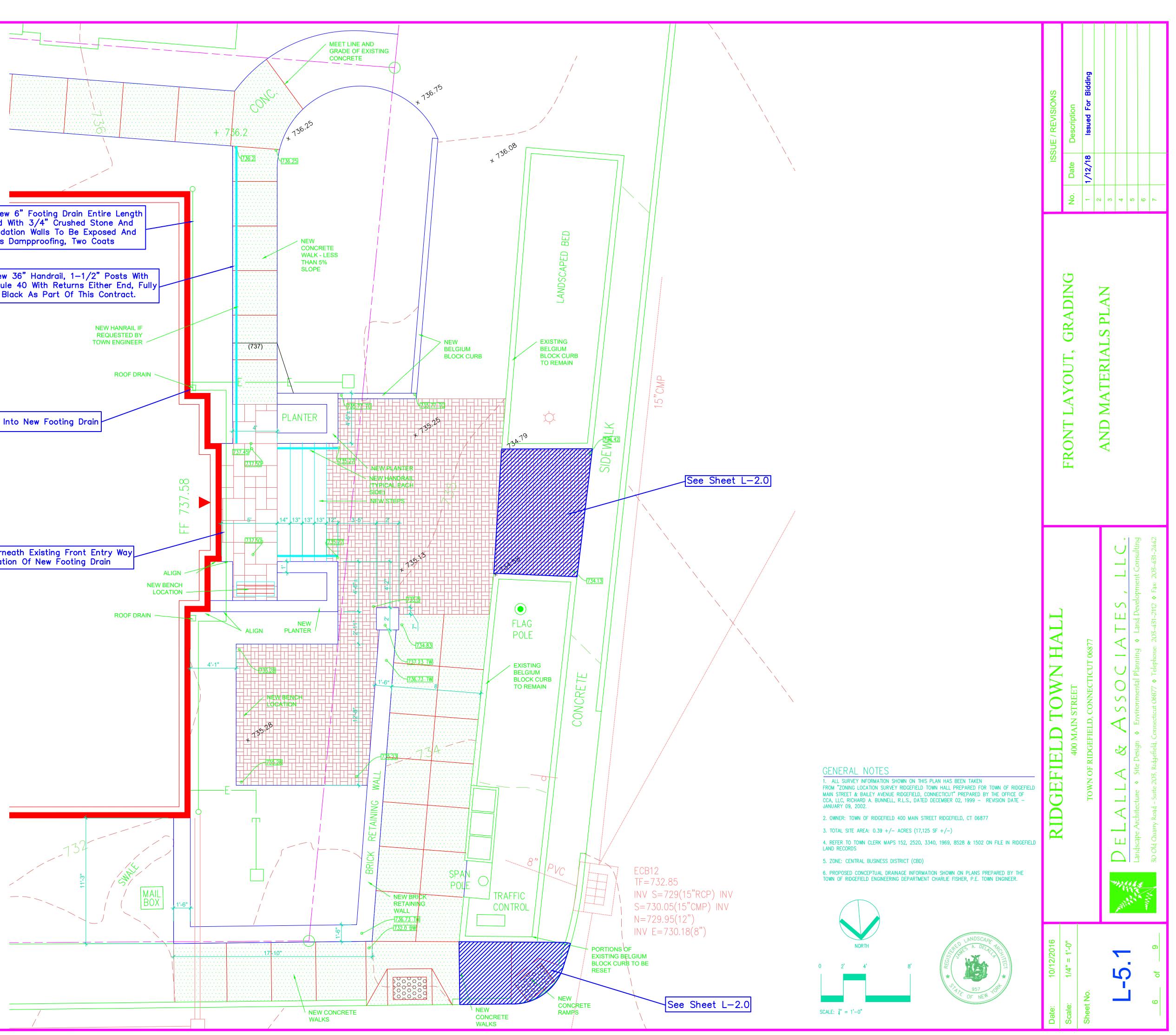




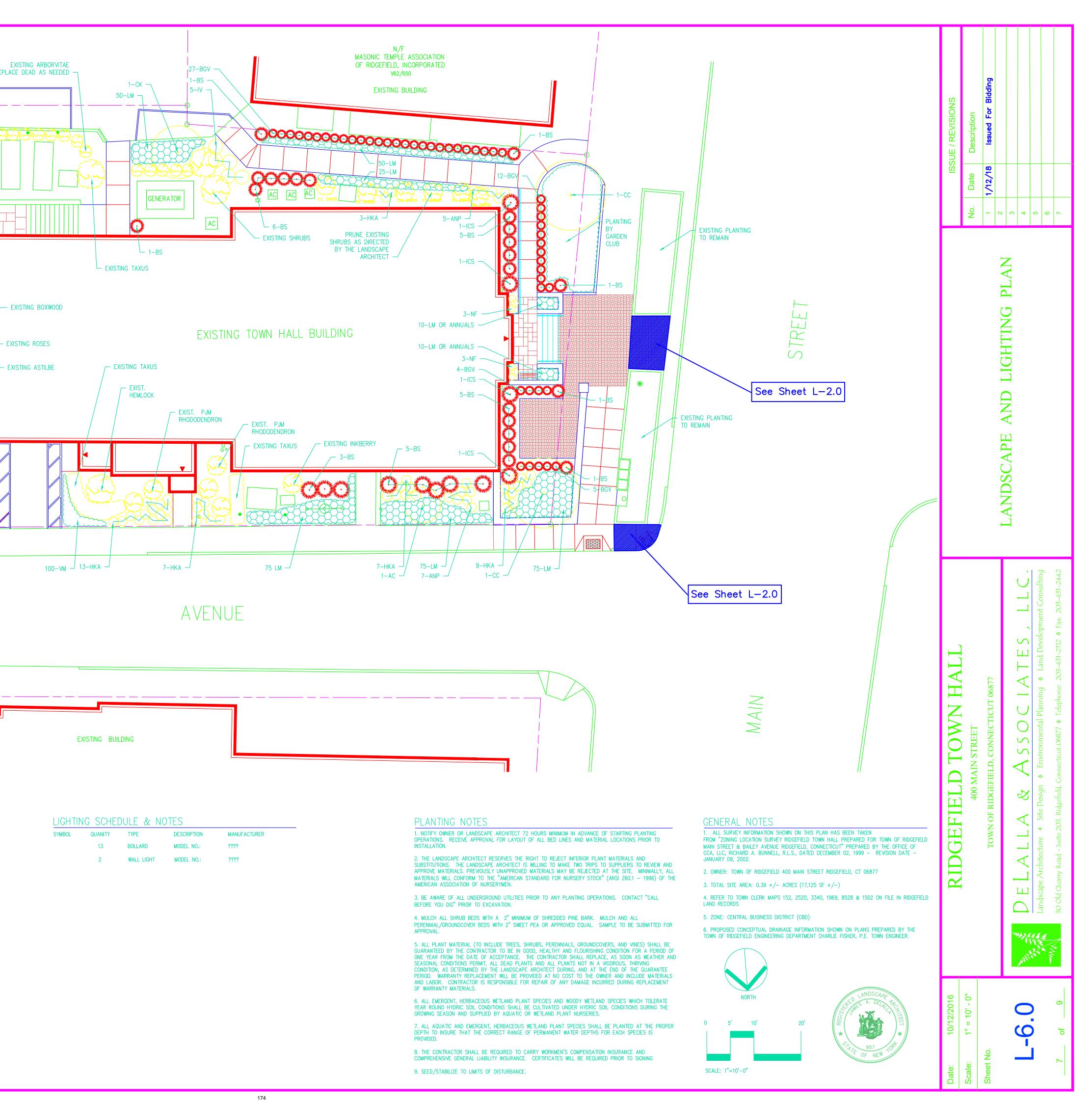


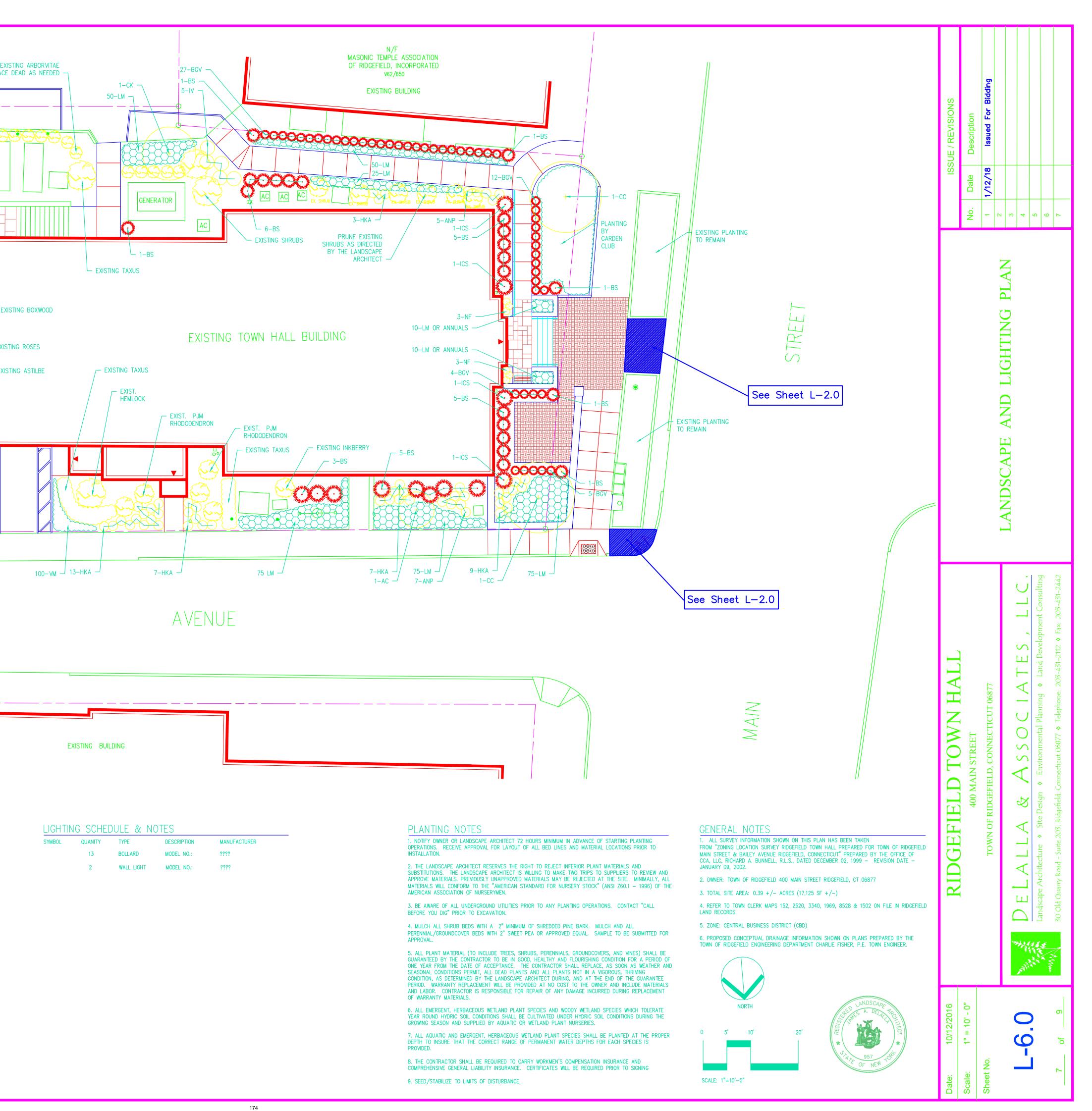


Core Underneath Existing Front Entry Wo For Installation Of New Footing Drain	ıy
	NE\ L'



					N/F JOSEPH H. DONNELLY & ELLEN	REF
					ANNE DONNELLY TRUSTEES v130/313	
					EXISTING ARBORVITAE	696
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					5-ABV	-
N/F ACORN PRES V65	SS, INCORPORA	TED				3
vo5,	1/507					
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			BAI	LEY		
						 P
PLANT				0175		
SYMBOL TREES	QTY.	LATIN NAME CELTIS OCCIDENTALIS- (VERIFY WITH TREE WARDEN	COMMON NAME	SIZE	REMARKS	
CC AC	2 1	CELTIS OCCIDENTALIS- (VERIFY WITH TREE WARDEN AND TREE COMMITTEE) AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	COMMON HACKBERRY SERVICEBERRY	5-6" CAL. 3 $\frac{1}{2}$ " -4" CAL.	SPECIMEN - MATCHING SINGLE STEM	
СК	1	CORNUS KOUSA	KOUSA DOGWOOD	$3 \frac{1^{n}}{2} - 4^{n}$ CAL.		
SHRUBS BS	30	BUXUS SEMPERVIRENS	COMMON BOXWOOD	30-36" HT.	ROUND, FULL	
BGV	48 4	BUXUS X 'GREEN VELVET' ILEX CRENATA 'STEEDS'	GREEN VELVET BOXWOOD STEEDS JAPANESE HOLLY	18–24" SPREAD 4–5' HT.		
IV	5	TEA VIRGINICA 'LITTLE HENRY'	LITTLE HENRY SWEETSPIRE	#3 CONTAINER		
PERENNIALS ABV	5	ASTILBE 'BRIDAL VEIL'	BRIDAL VEIL WHITE ASTILBE	#2 CONT.	18" O.C.	
ANP	12	ASTILLE BRIDAL VEIL ATHYRIUM NIPPONICUM 'PICTUM' HAKONECHLOA MACRA 'AUREOLA'	JAPANESE PAINTED FERN JAPANESE FOREST GRASS	#2 CONT. #2 CONT. #2 CONT	24" 0.C. 24" 0.C.	
HKA LM	39 420	LIRIOPE MUSCARI 'VARIEGATA'	VARIEGATED LILLY TURF	4" POT	15" O.C.	
NF VM	6 100	NEPETA FAASENII 'WALKERS LOW' VINCA MINOR	CATMINT MYRTLE	#2 CONT. PLANTS IN FLATS	18" O.C. 6" O.C.	





SYMBOL	QUANITY	TYPE	DESCRIPTION	MANUFACTURER
	13	BOLLARD	MODEL NO .:	????
	2	WALL LIGHT	MODEL NO .:	????

