

Greater New Haven Water Pollution Control Authority Protecting the Environment



PROJECT: CWF 2016-05 Improvements to Regulators 034 and 025
New Haven, Connecticut
January 4, 2018

BID OPENING: 11:00 AM Thursday, February 8, 2018

THE SEPARATELY BOUND BIDDER'S
CHECKLIST AND DOCUMENTS ARE TO BE
RETURNED WITH YOUR BID



GREATER NEW HAVEN
WATER POLLUTION CONTROL AUTHORITY

260 East Street
New Haven, Connecticut 06511
(203) 466-5280

WEB: WWW.GNHWPCA.COM

EMAIL: ENGINEERING@GNHWPCA.COM

EMERGENCY NUMBER: (203) 466-5260



NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

BID DOCUMENTS TABLE OF CONTENTS

<u>SECTION</u>	<u>SECTION COLOR</u>	<u>PAGES</u>
INVITATION	White	I-i to I-ii
SPECIAL SPECIFICATIONS AND NOTES TABLE OF CONTENTS	Yellow	SS-i to SS-ii
MODIFICATIONS TO GNHWPCA STANDARD SPECIFICATIONS TABLE OF CONTENTS	Green	SS-iii
MODIFICATIONS TO GNHWPCA TECHNICAL SPECIFICATIONS TABLE OF CONTENTS	Green	SS-iv
SPECIAL TECHNICAL SPECIFICATIONS TABLE OF CONTENTS	Blue	SS-v
§102-16 SPECIAL SPECIFICATIONS AND NOTES TABLE OF CONTENTS	Yellow	
NOTICES TO CONTRACTOR	Yellow	SS-1 to SS-2
NOTES 1 THRU 54	Yellow	SS-2 to SS-23
• Connecticut DEP Required Contract Provisions	White	follows page SS-23
• Contractor's Exempt Purchase Certificate	White	follows page SS-24
• Executive Order No. Three	White	follows page SS-25
• Executive Order No. Seventeen	White	follows page SS-26
• MBE/WBE Memorandum, May 25, 2016	White	follows page SS-27
• Connecticut DEP Project Sign Detail	White	follows page SS-28
• American Iron and Steel (AIS) Requirements	White	follows page SS-29
55. MODIFICATIONS TO THE GNHWPCA STANDARD SPECIFICATIONS	Green	SS-30 to SS-33
56. MODIFICATIONS TO THE GNHWPCA STANDARD TECHNICAL SPECIFICATIONS	Green	SS-34 to SS-56
57. SPECIAL TECHNICAL SPECIFICATIONS TABLE OF CONTENTS	Blue	SS-57 to SS-58
SPECIAL TECHNICAL SPECIFICATIONS	Blue	1500-1 to 1519-2

Project No. CWF 2016-05
Improvements to
Regulators 034 and 025

WAGE RATES

Yellow

WR-1

ITEMIZED PROPOSAL

White

1 to 11

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

Greater New Haven
Water Pollution Control Authority

INVITATION

for Constructing

PROJECT: CWF 2016-05

**Improvements to Regulators 034 and 025
New Haven, Connecticut**

Sealed bids will be received at the Office of the Director of Finance and Administration of the Greater New Haven Water Pollution Control Authority (Authority) located at 260 East Street, New Haven, Connecticut 06511 for **PROJECT: CWF 2016-05, Improvements to Regulators 034 and 025: Intersection of Temple Street and George Street, and Intersection of Water Street and State Street New Haven, Connecticut**, until **11:00 AM on Thursday, February 8, 2018**, at which time and place said bids will be opened publicly and read aloud.

This project generally consists of the installation of a new precast concrete overflow weir structure and 24" reinforced concrete pipe at Regulator 025, and construction of a masonry wall inside Regulator 034 for permanent closure. The project requires night construction and bridging excavations to reopen the roadways to normal traffic in the daytime. Construction duration is expected to be 180 calendar days.

The Information for Bidders, Proposal Form of Contract, Plans and Specifications will be available on **January 9, 2018** at the Authority's offices located above address. The Plans and a "bid package" containing the Invitation; Labor Rates; Proposal; Special Specifications and Notes can be obtained upon receipt of a non-refundable payment of One Hundred Dollars (\$100.00). Anyone submitting a bid for this project must also have, in their possession, and be listed with GNHWPCA as having purchased a copy of **THE GREATER NEW HAVEN WATER POLLUTION CONTROL AUTHORITY STANDARD SPECIFICATIONS**, dated September 12, 2006, including all revisions thereto. The document can be obtained upon payment of One Hundred Dollars (\$100.00).

A certified check or bid bond, in the amount of ten percent (10%) of the total bid amount must accompany the bid. Said checks or bid bonds will be returned to the unsuccessful bidders upon Award of the Contract to the selected firm and execution of the Agreement. If any bid is not accompanied by a bid bond or check at the specified time for the bid opening, the incomplete bid will not be read and this action will constitute automatic rejection of the bid.

The successful bidder will be required to furnish a performance bond and a labor and materials payment bond in the form as attached to the Bid Documents for the amount of the total bid. A certified check cannot be substituted for either bond. The Authority reserves the right to alter quantities and to accept or reject any or all bids or any portion of any bids, for any or no reason, including unavailability of appropriated funds as it may deem to be in its best interests.

Any Contract awarded under this Invitation to Bid is expected to be funded in part by a loan and grant from the State of Connecticut DEEP. Neither the State of Connecticut nor any of its Departments, agencies or employees shall be a party to this Invitation to Bid or any resulting Contract.

A voluntary Pre-Bid Conference will be held at 10:00 AM on January 17, 2018 at the Authority's Headquarters, 260 East Street, New Haven, Connecticut 06511. A trip to the project site will follow.

Bidders are required to comply with 40 CFR 33.24 of the USEPA's policy on the increased utilization of Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE).

The minimum participation rate required by the CTDEEP is 3% of the total Contract for price for MBE's and 5% for WBE's.

Bidders are required to comply with the Davis Bacon Act regarding federal wage rate requirements and the State of Connecticut Prevailing Wage rates. Where there is a conflict between the two requirements, the more stringent shall apply. Bidders/contractors shall be responsible for obtaining the Federal Wage Rates. It is the responsibility of the contractor before bid opening to request, if necessary, any additional information on Federal and State Wage Rates for those tradespeople who are not covered by the applicable Federal and State Wage Determination but who may be employed for the proposed work under this contract.

Bidders are required to comply with the American Iron and Steel (AIS) requirements outlined in the final Environmental Protection Agency (EPA) guidance memorandum dated March 20, 2014 and CTDEEP Revised Clean Water Fund Memorandum (2014-001a) dated May 18, 2015. Copies of each memorandum are included in the project manual.

The Contractor shall comply with Executive Order No. Three and Executive Order No. Seventeen included in the project manual.

The State of Connecticut Department of Energy and Environmental Protection participates financially in this project and the project has been designated as a Clean Water Fund Contract. Refer to RCSA 22a-482-4(j)(2)(C)(v).

All bidders are to note that the award of this Contract is subject to the following conditions and contingencies:

1. The approval of such governmental agencies as may be required by law.
2. The appropriation of adequate funds by the proper agencies.

Gabriel Varca

Director of Finance and Administration

§ 102-16: SPECIAL SPECIFICATIONS AND NOTES

TABLE OF CONTENTS

	<u>Pages</u>
NOTICES TO CONTRACTOR	SS-1 to SS-2
1. Description of Work	SS-2
2. Time for Commencement	SS-2
3. Temporary Bridge Over Excavation Openings.....	SS-3
4. Time for Completion	SS-3
5. Liquidated Damages	SS-3
6. Project Coordination	SS-3
7. Pre-Bid Meeting	SS-3
8. Specialty Items	SS-3
9. Water Pollution Abatement	SS-3 to SS-4
10. Coordination with Adjacent Construction Projects	SS-4
11. Other Construction and Contractors	SS-4
12. Access to Site	SS-5
13. Archaeological Finds	SS-5
14. Construction Traffic, Scheduling, Access and Storage of Materials	SS-5 to SS-6
15. Daily Paving	SS-7
16. Winter Construction	SS-7
17. Project Photographs	SS-7 to SS-8
18. Call Before You Dig	SS-8
19. Utility Relocation Costs	SS-8 to SS-9
20. Existing Utility Service Laterals	SS-9 to SS-10
21. Existing Sidewalk, Driveway and Curbing Damage	SS-10 to SS-11
22. Existing Sanitary Sewers, Force Mains and Storm Sewers	SS-11
23. Removal of Pavement and Existing Frames, Grates, Covers and Catch Basin Heads	SS-11
24. Surplus and Rejected Excavated Material	SS-11 to SS-12
25. Dust Control	SS-12
26. Daily and Weekly Cleanup	SS-12

27. Signs and Parking Meters	SS-12 to SS-13
28. Road Improvements	SS-13
29. Plugging/Abandoning Existing Piping.....	SS-13 to SS-14
30. Sequence of Construction Outline	SS-14 to SS-15
31. Construction Safety.....	SS-15
32. Bid Items	SS-16
33. List of Drawings	SS-16
34. Bidder's Checklist	SS-17
35. Pre-Qualifications	SS-17
36. Clean Water Fund	SS-17
37. DEEP Project Sign.....	SS-17 to SS-18
38. DEEP Construction Contract Provisions	SS-18
39. Clean Water Fund Memorandum (Revised MBE/WBE May 25, 2016)	SS-18
40. Modification of General Provisions, Section §1 07 -06 Insurance	SS-18 to SS-20
41. Requests for Clarification of Bid Documents	SS-20
42. Basis of Award.....	SS-20
43. Payment Provisions.....	SS-20
44. Addenda	SS-21
45. Safety and Health Regulations.....	SS-21
46. Davis-Bacon Act.....	SS-21 to SS-22
47. State Wage Rates	SS-22
48. Connecticut DEEP Required Contract Provisions	SS-23
49. Contractor's Exempt Purchase Certificate	SS-24
50. Executive Order No. Three	SS-25
51. Executive Order No. Seventeen.....	SS-26
52. MBE/WBE Memorandum, May 25, 2016.....	SS-27
53. Connecticut DEEP Project Sign Detail.....	SS-28
54. American Iron and Steel (AIS) Requirements	SS-29

TABLE OF CONTENTS

55.	MODIFICATIONS TO THE GNHWPCA STANDARD SPECIFICATIONS: SS-30
	Modification to Section 102 Bidding Requirements and Conditions	
	102-07 Interpretations and Addenda.....	SS-31
	Modifications to Section 105 Control of the Work	
	105-08 Cooperation by the Contractor	SS-31
	105-14 Disputed Work	SS-32
	105-19 Communications	SS-33

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

TABLE OF CONTENTS

56.	MODIFICATIONS TO THE GNHWPCA STANDARD TECHNICAL SPECIFICATIONS	SS-34
56.A	Modification to Item 201 "Clearing and Grubbing"	SS-36
56.B	Modification to Item 205 "Trench Excavation and Backfill"	SS-36 to SS-38
56.C	Modification to Item 210 "Temporary Soil Erosion and Water Pollution Control"	SS-38 to SS-39
56.D	Modification to Item 407 "Bituminous Concrete Trench Repair"	SS-39 to SS-41
56.E	Modification to Item 512 "Sanitary Sewer"	SS-41 to SS-44
56.F	Modification to Item 516 "Sanitary Sewer Flow Control and Bypass Pumping"	SS-44 to SS-45
56.G	Modification to Item 518 "Sanitary Sewer Cleaning"	SS-46
56.H	Modification to Item 601 "Concrete for Structures"	SS-47
56.I	Modification to Item 714 "Temporary Sheet Piling"	SS-47 to SS-48
56.J	Modification to Item 971 "Maintenance and Protection of Traffic"	SS-48 to SS-52
56.K	Modification to Item 985 "Project Survey and Stakeout"	SS-52 to SS-53
56.L	Modification to Item 1208 "Sign Face, Sheet Aluminum"	SS-53 to SS-54
56.M	Modification to Item 1209 "Painted Pavement Markings"	SS-54 to SS-55
56.N	Modification to Item 1210 "Epoxy Resin Pavement Markings"	SS-55 to SS-56

**NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY**

TABLE OF CONTENTS

57. SPECIAL TECHNICAL SPECIFICATIONS:

Section 1500 Uniformed Local and State Police Officers	1500-01 to 1500-02
Section 1505 Regulator 025 Precast Structure	1505-01 to 1505-05
Section 1506 Dismantling and Plugging Existing Pipes and Structures	1506-01 to 1506-03
Section 1508 Controlled Low Strength Material	1508-01 to 1508-03
Section 1510 Alter Existing Manhole, Catch Basin or Drop Inlet	1510-01 to 1510-03
Section 1514 Uniformed Trafficman (Flagger)	1514-01 to 1514-03
Section 1518 Changeable Message Signs	1518-01 to 1518-03
Section 1519 Portable Temporary Bridge	1519-01 to 1519-02

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

§ 102-16: SPECIAL SPECIFICATIONS AND NOTES
TABLE OF CONTENTS

	<u>Pages</u>
NOTICES TO CONTRACTOR	SS-1 to SS-2
1. Description of Work	SS-2
2. Time for Commencement	SS-2
3. Temporary Bridge Over Excavation Openings.....	SS-3
4. Time for Completion	SS-3
5. Liquidated Damages	SS-3
6. Project Coordination	SS-3
7. Pre-Bid Meeting	SS-3
8. Specialty Items	SS-3
9. Water Pollution Abatement	SS-3 to SS-4
10. Coordination with Adjacent Construction Projects.....	SS-4
11. Other Construction and Contractors	SS-4
12. Access to Site	SS-5
13. Archaeological Finds	SS-5
14. Construction Traffic, Scheduling, Access and Storage of Materials	SS-5 to SS-6
15. Daily Paving	SS-7
16. Winter Construction	SS-7
17. Project Photographs	SS-7 to SS-8
18. Call Before-You-Dig	SS-8
19. Utility Relocation Costs	SS-8 to SS-9
20. Existing Utility Service Laterals	SS-9 to SS-10
21. Existing Sidewalk, Driveway and Curbing Damage	SS-10 to SS-11
22. Existing Sanitary Sewers, Force Mains and Storm Sewers	SS-11
23. Removal of Pavement and Existing Frames, Grates, Covers and Catch Basin Heads	SS-11
24. Surplus and Rejected Excavated Material	SS-11 to SS-12
25. Dust Control	SS-12
26. Daily and Weekly Cleanup	SS-12

27. Signs and Parking Meters	SS-12 to SS-13
28. Road Improvements	SS-13
29. Plugging/Abandoning Existing Piping.....	SS-13 to SS-14
30. Sequence of Construction Outline	SS-14 to SS-15
31. Construction Safety.....	SS-15
32. Bid Items	SS-16
33. List of Drawings	SS-16
34. Bidder's Checklist	SS-17
35. Pre-Qualifications	SS-17
36. Clean Water Fund	SS-17
37. DEEP Project Sign.....	SS-17 to SS-18
38. DEEP Construction Contract Provisions	SS-18
39. Clean Water Fund Memorandum (Revised MBE/WBE 7-8-10)	SS-18
40. Modification of General Provisions, Section §1 07 -06 Insurance	SS-18 to SS-20
41. Requests for Clarification of Bid Documents	SS-20
42. Basis of Award.....	SS-20
43. Payment Provisions.....	SS-20
44. Addenda	SS-21
45. Safety and Health Regulations	SS-21
46. Davis-Bacon Act.....	SS-21 to SS-22
47. State Wage Rates	SS-22
48. Connecticut DEEP Required Contract Provisions	SS-23
49. Contractor's Exempt Purchase Certificate	SS-24
50. Executive Order No. Three	SS-25
51. Executive Order No. Seventeen	SS-26
52. MBE/WBE Memorandum, May 25, 2016.....	SS-27
53. Connecticut DEEP Project Sign Detail.....	SS-28
54. American Iron and Steel (AIS) Requirements	SS-29

§ 102-16: SPECIAL SPECIFICATIONS AND NOTES

NOTICES TO CONTRACTOR

NOTICE TO CONTRACTOR -OLD BRICK SEWERS

The Contractor is hereby notified that there is an existing brick sewer in Union Avenue related to proposed modifications to regulator 025. Extreme care must be exercised when working near this structure. During all operations in the vicinity of the brick sewer, the Contractor shall take any necessary precautions to reduce soil movement or vibration that could damage the sewer. It shall be the Contractor's responsibility to protect and safeguard this structure and repair any damage caused by his operations. All excavation near this structure shall be continuously supported by the use of a non-impact excavation support system, such as a slide rail trench support system or approved equal. Vibrating or driving of sheeting will not be allowed. Should a soldier pile support system be proposed, the Contractor shall pre-drill or use vacuum excavation to excavate for the installation of the piles. The use of a Hoe-Pac compactor or vibratory roller will not be allowed in trenches in the vicinity of this brick sewer in Union Avenue and as directed by the Engineer.

Refer to the Standard Specifications and Special Specifications and Notes for additional information.

NOTICE TO CONTRACTOR -WORK NEAR UTILITY POLES AND WIRES

The Contractor is hereby alerted to the fact that he will be working in close proximity to or directly under utility poles and overhead wires. The Contractor shall employ extreme caution while working near these and all overhead wires.

The Contractor is solely responsible for complying with all safety regulations and laws including, but not limited to, OSHA when working near these facilities.

In addition, the Contractor shall support and protect all City owned traffic signal poles and overhead wires/support arms. There will be no separate payment for this work.

Refer to the Standard Specifications and Special Specifications and Notes for additional information.

NOTICE TO CONTRACTOR -MAINTENANCE OF FLOW

The Contractor is hereby notified that he/she is responsible for maintaining flows in the mainline and lateral storm sewers, sanitary sewers and combined sewer mains and laterals at all times during construction. It is anticipated that the Contractor will schedule any new connection, lateral work or reconstruction work during dry weather flow periods when bypass flows will be minimal. It is recommended that construction work and flow bypassing not be attempted during wet weather flow periods or when significant rainfall will occur during the actual construction.

Refer to the Standard Specifications and Special Specifications and Notes for additional information.

§ 102-16: SPECIAL SPECIFICATIONS AND NOTES

NOTICE TO CONTRACTOR – PROJECT COORDINATION/SCHEDULING/STORAGE

The Contractor must clearly understand, and incorporate the cost therefore into the Contract Bid Items, the following requirements:

- 1 The Contractor shall be required to coordinate with local businesses, property owners/tenants and utility companies throughout the Contract period at no additional compensation.
- 2 The Contractor is required to perform night work within the hour indicated on the maintenance and protection of traffic plans. Contractor to re-open roadways to full traffic flow during daytime.
- 3 The Contractor shall make every effort to limit the parking spaces removed and to maintain existing street parking for as long as possible and to restore it as soon as possible during the construction period.
- 4 The Contractor shall maintain a secure/locked storage area off-site for materials and equipment, unless otherwise approved in writing by the Authority and the City.
- 5 The Contractor shall confine all operations involving jackhammers to daytime periods.

NOTICE TO CONTRACTOR – ACCESS

The Contractor shall be required to perform the construction in a manner that will maintain, throughout the construction period, access to existing businesses within the Project limits, traffic flows of vehicular, bicycle and pedestrian traffic. In addition, the Contractor shall schedule and coordinate the construction operations to accommodate temporary work shutdowns or limited construction activity, in order to maintain access for designated holiday and City events. Bidding will be required to open full roadways to all traffic during daytime hours.

1. Description of Work

This project involves constructing a new precast concrete overflow weir structure and 24" diameter overflow pipe at Regulator 023 located at the intersection of Water Street and State Street. Regulator 034 located at the intersection of Temple Street and George Street will be permanently closed after construction of a masonry wall to replace the existing timber weir.

It is important for the Contractor to understand that this project presents special concerns with maintaining and bypassing existing sewer flows (**both in main sewer lines and in individual service laterals**) during the construction. In addition, bypassing in main sewer lines for connection of new pipes and the construction of manholes will require special considerations, such as construction during low flow periods, installing dams and bypass pipes or temporary pumping.

The Contractor must be prepared to maintain bypass flows for an extended period of time for 24/7 with continuous electrical service to pumps and a designated person, or persons, providing continuous monitoring of pumps and other items. The Contractor shall submit his/her final plan for maintaining existing sewage flows within the construction area to the Engineer for approval at least two (2) weeks before the start of construction.

2. Time for Commencement

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

§ 102-16: SPECIAL SPECIFICATIONS AND NOTES

3. Temporary Bridge Over Excavation Openings

Contractor shall design and provide a temporary bridge system to be installed over excavation openings at Regulator 025 for daily roadway re-openings. The temporary bridge shall be designed by a Connecticut Licensed Professional Engineer and shall be flush with the roadway when in place. It shall have a non-skid surface and designed for HL-93 loading. The design of the bridging will be submitted to CT DOT and the City of New Haven for review.

4. Time for Completion

The Contractor shall fully complete the work stipulated in the Contract Documents within one hundred eighty (180) consecutive calendar days following the Notice to Proceed. The date for completion will be calculated from a date ten (10) days following the date of the Engineer's written notice to proceed.

5. Liquidated Damages

For each calendar day that any work remains uncompleted after the date specified for the completion of the work provided in the Contract, the amount of ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00) per calendar day will be deducted from any monies due the Contractor, not as a penalty, but as liquidated damages, provided, however, that due account shall be taken of any adjustment of the Contract time of completion of the work as provided for elsewhere in the specifications.

6. Project Coordination

Coordinate all activities with the Authority's Executive Director or his designated appointee.

7. Pre-Bid Meeting

A voluntary Pre-Bid Conference will be held at 10:00 AM on January 17, 2018 at the GNHWPCHA Headquarters, 260 East Street, New Haven, CT 06511. A trip to the project site will follow. Bidder attendance is highly recommended because of critical information concerning Contractor Notices, scheduling, etc.

8. Specialty Items

There are no "Specialty Items" on this project.

9. Water Pollution Abatement

Under no circumstances shall the Contractor allow sanitary sewage to be discharged into any storm sewer, river, brook, stream, creek, storm ditch, gutter, or the New Haven Harbor. A complete plan of the procedure for maintaining flow shall be submitted to the Engineer and other Local, State or Federal agencies, as required, for review and approval prior to commencing construction of sanitary sewers which require the maintenance of flow of sanitary sewage. Approval of this procedure shall in no way relieve the Contractor of his/her responsibilities for compliance with the specifications. In case of the failure of any component of the sewage system, the Contractor shall take immediate action to ensure that sanitary sewage does not discharge into any storm sewer, river, brook, stream, creek, storm ditch, gutter or the New Haven Harbor. These immediate actions

§ 102-16: SPECIAL SPECIFICATIONS AND NOTES

shall include whatever labor (including overtime), material and equipment as may be required and all work shall be done at no cost to the Authority. Should the Contractor fail to respond immediately, the Authority may proceed with corrective work and deduct whatever costs, including fines and / or penalties are incurred from future payments to the Contractor.

10. Coordination with Adjacent Construction Projects

The Contractor is made aware that the site has very limited access. Access to the adjacent ongoing construction activities listed below, must be maintained. The Contractor shall coordinate his work activities with those of adjacent Contractors and with City of New Haven operations. Ongoing construction activities include, but are not limited to:

- Downtown Crossing Phase 2

All costs associated with coordination shall be considered included in the various items in the bid.

A Contractor lay down area is not available on site. Contractor shall adjust his operations accordingly for an off-site lay down area. Any costs associated with any lay down areas shall be considered included in the general cost of the work and shall not be paid for separately.

11. Other Construction and Contractors

The Contractor's attention is called to the following.

Utility companies' crews will be working at the project site from time to time, as well as, other Contractors working in or near the project site. It shall be the Contractor's responsibility to coordinate and schedule his operations so as not to cause any conflicts between himself and the various utility companies and other Contractors.

All costs incurred in coordinating and scheduling the various operations shall be included in the various Contract unit prices and no additional payment for this work will be allowed. Delays caused by the utility companies or other Contractors shall not be a basis for a claim for extra work.

§ 102-16: SPECIAL SPECIFICATIONS AND NOTES

12. Access to Site

The Contractor shall, at all reasonable times, allow access to the construction site and all public records for CT DEEP personnel, the Authority, the City and authorized agents. Refer to Section 22a 482-4(g)(10) for additional requirements.

13. Archaeological Finds

The Authority has no information, which would suggest that the project area is of any archaeological significance. Should the Authority or the Contractor discover, during the course of the project, evidence of any artifacts or remains or other items of archaeological significance, the Contractor shall immediately stop work and report these findings to the Authority, and shall secure these areas in an undisturbed condition. The Contractor shall allow for the recovery of said findings by the Authority or the CTDEEP. The Contractor shall not remove or disturb any artifacts under penalty of law, and shall prevent traffic from crossing over areas thought to contain archaeologically significant artifacts.

14. Construction Traffic, Scheduling, Access and Storage of Materials

The Contractor shall maintain and protect traffic in accordance with Item 971 "Maintenance and Protection of Traffic" of the Standard Specifications, except as may be modified elsewhere in the Contract Documents.

Project work hours shall be 8:00 PM through 6:00 AM, Monday through Friday, unless shown otherwise on the MP&T Plans or directed by the Engineer. Contractor's operations shall comply with the City of New Haven Noise Ordinance.

The hours listed herein are for general information only. Refer to the Maintenance and Protection of Traffic Plans for the actual work hours and limitations.

"Night Work" will be required only for "special conditions" when noted on the Contract Drawings and only when approved by the Authority, the City of New Haven and the Engineer in writing. Nightwork will be required for the following work:

- Modification of Regulator 025
- Closure of Regulator 034

"Night Work" hours shall generally occur from Monday through Friday evenings starting at 8:00 PM and ending at 6:00 AM the following morning.

§ 102-16: SPECIAL SPECIFICATIONS AND NOTES

The Contractor shall note that the following days are holidays or special events that may require that no construction, or limited construction, operations be allowed. The Contractor shall anticipate that no construction operations will occur unless prior written authorization is obtained from the Engineer.

1. Yale University: Commencement and fall move-in period
2. New Haven Road Race
3. New Haven Festival for the Arts and Ideas
4. New Haven Closer to Free Ride
5. Thanksgiving Day and the Friday after
6. Christmas Eve and Christmas Day
7. New Years Day

The Engineer may enforce a work, or partial work, stoppage for other events when requested by the City or the Authority. Should other events and dates be added to the above list after the Contract is awarded, the Contractor shall be entitled to an extension in the Contract time, but will not be allowed any claim for additional compensation. The extension of time shall be reasonable and subject to mutual agreement between the Contractor and the Authority. In no case shall the time extension be greater than twice the actual days of work stoppage.

At no time shall work occur outside the designated Contract working hours on any portion of this project without prior written approval of the Authority, the City of New Haven or the Engineer. Allow at least 48 hours notice on any request.

All trenches/open cut areas must be either backfilled and paved or covered with bridging and opened to pedestrian and vehicular traffic as indicated on the MP&T Plans at the end of each work period. A City permit and design review are required for any bridging used in the City right-of-way. Refer to the portable temporary bridge specification including with this project manual for additional requirements. All areas must be clean of debris by the end of the permitted work period.

The Contractor is responsible for arranging for a location for the construction field office, construction trailers and for performing his/her staging and storage of materials, all of which is subject to approval of the Engineer. The Contractor should be aware that there is very limited amount of roadway storage and that he must adjust his operations for bringing some materials onto the project site only as needed. No materials shall be allowed to be stored overnight on the streets without prior approval of the Engineer. The Contractor shall be prepared to vacate areas where work is complete, or mainly complete, to allow street parking to be re-opened and to minimize disruption to adjacent residences and businesses.

The location of the project is in an active urban area, comprised of numerous businesses, institutional establishments and residential establishments. These establishments depend upon access by pedestrians and vehicles to conduct their activities.

§ 102-16: SPECIAL SPECIFICATIONS AND NOTES

15. Daily Paving

Unless otherwise directed by the Engineer, the Contractor shall place temporary bituminous pavement and/or sidewalk/driveway on a daily basis to maintain access.

16. Winter Construction

The Contractor shall not be permitted to perform work on this Contract, during the period of December 15th to April 1st without prior written approval of the Authority and the City of New Haven. Prior to December 15th, the Contractor shall backfill all open-cut excavations and shall place temporary or permanent hot bituminous pavement, as the case may be, over all backfilled areas. No sidewalk or handicap ramps shall be constructed during this winter shutdown period. If excavated areas within pavements must be temporarily sealed during the winter period, the use of "cold patch" (Class 5) or a "Hybrid Asphalt" (**Wespro**, QPR High Performance Repair, or equivalent) will not be allowed without the express approval of the City and the Engineer. Should the Contractor be unable to complete all Contract work during the 180-calendar day project period because of unusual weather conditions, as determined by the Engineer, that may extend the shutdown period, the Contractor shall be granted a time extension only, but shall not receive any additional compensation. A time extension will not be granted due to the failure of the Contractor to pursue the work diligently prior to the mandated winter shutdown.

If directed by the Engineer, and if required by the City, the Contractor shall reopen streets to limited, or full, two-way traffic for the duration of the winter shutdown. If directed, the Contractor shall re-stripe the pavement surfaces to provide adequate pavement markings and street parking shall be restored to the extent possible. Parking meters shall be replaced in the restored parking areas when directed by the Engineer. No additional payment for reopening streets for winter shutdown will be allowed. The cost shall be included in the Maintenance and Protection of Traffic bid item. Contractor shall not move, remove or relocate parking meters themselves. City of New Haven Transportation, Traffic & Parking to relocate meters. Contractor to provide meter posts. There shall be no separate measurement or payment for the re-installation and/or removal of the parking meters. The cost shall be included in the "Maintenance and Protection of Traffic" lump sum bid item. The cost of temporary re-striping of the pavement surfaces will be paid under the applicable unit price bid.

While the City of New Haven will perform normal snow removal within street right-of-way, the Contractor shall be aware that he/she may be required to remove excess snow to the curb line to provide for parking and the required traffic lanes through the construction area in accordance with the MP&T Plans. In addition, the Contractor shall ensure that all sidewalk areas throughout the active construction limits have a minimum of 4-foot wide pedestrian walkway cleared of snow. Due to limited storage space within the project limits, the Contractor shall assume the snow must be trucked off-site. The Contractor shall check with the New Haven Public Works Department for an approved location for excess snow dumping outside the project limits. There shall be no separate measurement or payment for this potential snow clearing work. The cost shall be included in other Contract pay items.

17. Project Photographs

The Contractor shall arrange to furnish the Authority with two (2) sets of photographs (min. 3" x 5" in size) and digital videotapes recorded on DVD showing the initial existing conditions of the areas to be disturbed by construction and progress photographs to be taken during the course of

§ 102-16: SPECIAL SPECIFICATIONS AND NOTES

construction at times and locations designated by the Engineer.

The back of each compact disc and print shall be noted with the Project number, Contract number, date taken, location of camera and direction of view. The prints shall be mounted on acetate folders.

For this Contract, the Engineer may require up to 130 photographs of initial existing conditions and up to 20 progress photographs per month. Digital files of all photographs shall also be furnished to the Engineer and the GNHPCA.

The Contractor also shall submit a photo log inventory of existing pavement markings within the project limits to the City of New Haven Department of Transportation, Traffic and Parking and CT DOT with the required construction permit application. A copy of the bound photo log also shall be submitted to the Engineer.

All costs of furnishing these photos and acetate folders with photos labeled and mounted shall be considered included in the various prices bid for other work under this Contract.

18. Call Before-You-Dig

The Contractor's attention is called to the fact that they are obligated by State Law, to notify the Public Utilities Control Authority (1-800-922-4455) at least two (2) full working days prior to beginning any digging or discharging of explosives. The "Call Before-You-Dig" system will assure that each utility company will have marked its lines in the field before any digging activity commences. The Contractor assumes all responsibilities for any damage to the various utility services and all liabilities arising there from. The following companies have public utility services within the City limits:

Frontier Communications
P.O. Box 1562
4 Hamilton Street 90
New Haven, CT

Southern Conn. Gas Co.
60 Marsh Hill Road
Orange, CT

City of New Haven
Public Works Department
34 Middletown Avenue
New Haven, CT

South Central Connecticut
Regional Water Authority
90 Sargent Drive
New Haven, CT

United Illuminating Co.
180 Marsh Hill Road
Orange, CT

Comcast Cable
630 Chapel St.
New Haven, CT

Lighttower Fiber
Networks, LLC
50 Birch Mountain Rd.
Bolton, Ct

19. Utility Relocation Costs

There are no mainline utility relocations required by this project. Existing utilities are immediately adjacent to and crossing excavations necessary for the Contractor to complete the scope of work. The Contractor must adjust their excavation support system, bridging, and utility supports to account for actual utility locations.

The Contractor shall be responsible for locating and protecting all overhead and underground utilities and utility poles throughout the project area in a manner acceptable to the utility

§ 102-16: SPECIAL SPECIFICATIONS AND NOTES

companies. Prior to the start of construction, the Contractor shall submit to the Engineer for review and approval by the utility companies, plans for the support of all parallel or crossing utilities, utility structures, services and utility poles, prepared by an Engineer licensed in the State of Connecticut. The Contractor shall coordinate this work with the respective utility companies. The Contractor shall be responsible for all costs associated with the support of utilities, including providing survey stakeout, if required, any charges by the utility companies for the cost of supporting their facilities including utility poles, if the utility company elects to perform this work. The contractor is responsible to support United Illuminating Co. utility poles. There will be separate payment for the protection and support of utility poles, but there will be no separate measurement and payment for the support of underground utilities. The cost shall be included in the Contract unit prices bid for the various items of work. The Contractor will be paid one time for the support of only those utility poles, which must be supported by bracing, guy wires, or supported by the Utility Company and charged to the contractor regardless of the number of times support is required. Also refer to the Notices to Contractor.

Any abandoned utilities that conflict with the work or must be removed to complete the work shall be removed by the Contractor. The ends of all abandoned utilities to remain shall be sealed as approved by the Engineer. The cost of this work shall be included in the various Contract unit prices and no additional payment will be allowed to the Contractor.

20. Existing Utility Service Laterals

a) General

The respective utility company shall be responsible for the relaying, reconnection or replacement of all existing gas, electric, telephone, cable and water service laterals, which are disrupted in the course of completing the work, or in conflict with new storm or sanitary sewer at no cost to the Authority. The Contractor shall be responsible for coordinating the Project Traffic Management Plan with the work of the respective utility companies.

b) Gas Service Laterals

The Southern Connecticut Gas Company shall make all repairs, replacements and/or relocation of gas service laterals; however, the Contractor is responsible for reporting damage to the laterals or conflicts with the proposed work to the Gas Company and the Contractor will be charged by the Gas Company for the repair, relocation or replacement of services damaged by the contractor.

Should gas service to any building be disrupted, the Contractor shall work continuously with the gas company to restore service. Should the need for continuous work require working beyond the "authorized work hours", the Contractor is responsible for notifying the Authority and the City of New Haven of the need for the extension of work hours.

No additional payment will be allowed to the Contractor for repair, relocation or Replacement of gas service laterals damaged by the contractor and performed by the Gas Company and charged to the Contractor, or for Contract delays caused by the utility work.

c) Electric Service Laterals

The United Illuminating (U.I.) Company shall make all repairs to and/or replacements / relocations of electric service laterals. However, the Contractor is responsible for reporting damage to any lateral to the U.I. Company.

§ 102-16: SPECIAL SPECIFICATIONS AND NOTES

Should electric service to any building be disrupted, the Contractor shall work continuously with the electric company to restore service. Should the need for continuous work require working beyond the "authorized work hours", the Contractor is responsible for notifying the Authority and the City of New Haven of the need for the extension of work hours.

No additional payment will be allowed to the Contractor for repair, relocation or replacement of electric service laterals damaged by the contractor and performed by U.I. and charged to the Contractor or for Contract delays caused by the utility work.

d) Telephone Service Laterals

Frontier Communications shall make repairs to and/or all replacements/relocations of telephone service laterals. However, the Contractor is responsible for reporting damage to any lateral to Frontier Communications.

Should telephone service to any building be disrupted, the Contractor shall work continuously with Frontier Communications to restore service. Should the need for continuous work require working beyond the "authorized work hours", the Contractor is responsible for notifying the Authority and the City of New Haven of the need for the extension of work hours.

No additional payment will be made to the Contractor for repair, relocation and/or replacement of telephone service laterals damaged by the Contractor and performed by Frontier Communications and charged to the Contractor or for Contract delays caused by the utility work.

e) Cable Television Laterals

The Comcast Cable Company shall make all repairs and/or replacements/relocations of cable television service laterals. However, the Contractor is responsible for reporting damage to any lateral to the Comcast Cable Television Company.

No additional payment will be made to the Contractor for repair, replacement and/or relocation of cable television service lateral damaged by the Contractor and charged to the Contractor by Comcast Cable or for Contract delays caused by the utility work.

f) Water Service Lateral The South Central Connecticut Regional Water Authority shall make all repairs and/or replacements/relocations of existing water services that may be in conflict with the proposed work of this Contract. The Contractor must coordinate his/her proposed work with the water service lateral relocation and he/she must protect the relocated services.

Should the water or fire service to any building be disrupted, the Contractor shall immediately notify the Water Authority and work continuously to assist the Water Authority as required until the service is restored. This includes working beyond the normal workday, if required. If necessary, the Contractor shall provide temporary service as directed by the Engineer or the Water Authority.

No additional payment will be made to the Contractor for repair, replacement and/or relocation or reconnecting water service laterals damaged by the Contractor and charged to the Contractor by the Water Authority or for Contract delays caused by the utility work.

21. Existing Sidewalk, Driveway and Curbing Damage

§ 102-16: SPECIAL SPECIFICATIONS AND NOTES

Any existing sidewalk, driveway and/or curbing, which is removed or damaged due to any of the Contractor's operations and which is not scheduled to be replaced, as shown on the drawings, shall be replaced by the Contractor with sidewalk, driveway and/or curbing in kind and all costs involved in this work shall be the responsibility of the Contractor and no additional costs shall be incurred for this work by the Authority.

22. Existing Sanitary Sewers, Force Mains and Storm Sewers

The Contractor shall be responsible for maintaining and protecting all existing sanitary sewers, force mains and storm sewers encountered in the work under this Contract. Hand excavation and adequate bracing and shoring shall be employed where required to insure the structural integrity of said existing piping and structures to remain.

The Contractor shall save the Authority and Engineer harmless and shall be solely responsible for any liabilities or damages arising from his/her work near, under or through existing sanitary and storm sewer systems. The Contractor shall repair and replace, as required by the Engineer, any existing sanitary or storm sewer piping or structures damaged as a result of his/her work.

There will be no payment by the Authority for work covered in this section unless authorized in writing by the Engineer.

The Contractor shall schedule his operations so as to insure and maintain the uninterrupted flow in existing sewers at all times.

The relocating or relaying of existing sanitary sewer services in conflict with the work will be paid at the Contract unit price for Sanitary Sewer Service Lateral.

23. Removal of Pavement and Existing Frames, Grates, Covers and Catch Basin Heads

The Contractor shall be aware that there are some areas of the Water Street / State Street intersection in the vicinity of Regulator 025 where concrete pavement is under the bituminous pavement. There will be no separate payment for bituminous concrete pavement removal. The cost for this work shall be included in the unit price bid for trench excavation or in applicable lump sum items. The removal of concrete pavement will be paid under the Item "Concrete Pavement Removal". Payment for this item will be based upon the actual square yard area of concrete pavement removed within the payment limits for trench excavation shown on the plans or details. Payment for this item will include saw cutting, removal and disposal of the concrete pavement for any thickness of concrete encountered.

All frames, grates, covers and catch basin heads that are to be removed because of abandonment and/or replacement of existing manholes or catch basins, or for other reasons, shall be handled carefully so that they may be reused. The Engineer shall direct whether they may be used on the job or whether they are to be delivered and stored neatly at various sites within the City, or disposed of by the Contractor. No additional payment shall be made to the Contractor for the storage and delivery of the salvaged items or for disposal. The cost of this work shall be included in other bid items.

24. Surplus and Rejected Excavated Material

It is intended that suitable or select excavated material be used to backfill all excavations unless

§ 102-16: SPECIAL SPECIFICATIONS AND NOTES

otherwise noted in the details, or directed by the Engineer. The Contract Bid Proposal does contain a bid item for "Gravel Fill"; however, it is only to be used at the discretion of the Engineer for special circumstances, such as replacing unsuitable material. All surplus suitable excavated material, not required for use within the project limits, shall remain the property of the Contractor. All such material shall be transferred off the project site by the Contractor as soon as possible and shall not be stored on the roadway. All costs involved in the removal, hauling and disposal of the suitable surplus excavated material and the temporary storage offsite for use on the Project shall be considered to be included in the various Contract unit prices and no separate payment will be made for any of this work.

All unsuitable excavated material and/or construction/demolition material shall become the Contractor's property and it shall be removed from the site immediately and disposed of by the Contractor in a legally acceptable manner. The costs involved in the removal, hauling and legal disposal of these materials shall be considered to be included in the various Contract unit prices. No separate payment will be made for any work involved in this section.

25. Dust Control

The Contractor shall be responsible for controlling dust from its operations and, when ordered by the Engineer, shall use whatever methods necessary for dust control in a manner satisfactory to the Engineer. All costs for dust control shall be included in the two (2) Unit Price Pay Items (Water for Dust Control and Calcium Chloride for Dust Control) included in the Contract.

26. Daily and Weekly Clean Up

The Contractor shall, at the end of each workday, keep the project area, haul routes, and other areas affected by the work clean and free from debris, excavation materials or any other items considered as trash. These items shall be disposed of daily in a legal manner at an approved dumpsite. No extra payment shall be made for any work involved in daily clean up, including hand sweeping.

At a minimum once a week, preferably on Fridays, and when directed by the Engineer, the Contractor shall employ the use of a mechanical street sweeper that uses water to minimize dust to sweep the streets within the project area and remove the dust, silt and other debris from the paved surfaces. The cost of the use of this street sweeping equipment, including the cost to store or rent it and the labor to operate it, shall be included in the price bid per day for "Mechanical Street Sweeping".

If any general construction debris is left behind by the Contractor, such as soda cans, juice bottles, paper products, banding materials, snippets of wire, etc., the Authority or City reserves the right to proportionately back charge the Contractor for any cleanup by outside or Authority/City services required. This back charge will be a non-negotiable item.

27. Signs and Parking Meters

Any existing signs disturbed or removed by the Contractor, whether shown on the plans or not, shall be reset or replaced at the Contractor's expense as directed by the Engineer or by the New Haven Department of Transportation, Traffic and Parking (NHDTTP). Replacement signs shall be the v-lock system City Standard and include v-lock and sign posts per city standard. Any existing traffic control devices damaged due to the Contractor's negligence shall be replaced at his expense.

§ 102-16: SPECIAL SPECIFICATIONS AND NOTES

Existing parking meters in direct conflict with the proposed work shall be removed and stored and replaced by NHDTP. The Contractor shall provide a full week's notice to the NHDTP when this work is necessary. As work progresses, the Contractor shall make every effort to complete the work to a point the parking meters can be reinstalled and parking re-established on the respective street. The cost of the work of removal, storage and replacement of any parking meter required by construction shall be included in the lump sum bid for "Maintenance and Protection of Traffic".

The Contractor will not be allowed to bag existing parking meters when street parking spaces must be removed from service. When parking meters must be bagged, the Contractor shall notify the NHDTP by no later than noon of the business day before the cover needs to be placed. In addition, The Contractor shall provide the duration of the bagging required and the NHDTP will remove the bag at the stated time.

The Department of Transportation, Traffic and Parking will bill the Contractor for the revenue lost from the removed or covered parking meters for the duration of their inactivity. This billing will include those parking meters not removed, but which must be covered due to loss of parking on the street due to construction staging. The Contractor shall be sure his/her Lump Sum Price for "Maintenance and Protection of Traffic" includes the cost of coordination with the NHDTP and the lost parking revenue that will be assessed by the NHDTP. Refer to Modification to Item 971 "Maintenance and Protection of Traffic" within these specifications for additional information.

Should any existing parking regulation signage interfere with the proposed construction and require relocation, replacement or adjustment, that work will be performed by the NHDTP. The Contractor shall provide a minimum of one (1) week's notice of each sign requiring relocation, replacement or adjustment. Any cost involved in this work shall be included in the lump sum price for "Maintenance and Protection of Traffic".

28. Road Improvements

The project scope does not involve dedicated road improvements. However, in agreement with the City, the Authority will ensure that any roadway trench repair meets the City's permanent trench repair specifications. In addition, certain portions of designated streets, may be milled to a depth of 2" minimum and overlaid to produce a new pavement surface. This work will be in areas as directed by the Engineer.

29. Plugging/Abandoning/Supporting Existing Utilities

This project involves the plugging and abandonment-in-place of both existing sanitary and storm sewer main, structure and lateral piping. The intent is to abandon as much piping in place as possible after filling the voids with a low strength slurry (CLSM) and plugging. The Contractor shall be required to submit a detailed plan/sequence of abandonment for each area on the plans where abandonment of existing storm or sanitary lines/structures are shown to be abandoned/removed.

The Contract Drawings show the minimum sections of pipe and the structures to be filled and abandoned, to be removed and where plugs should be installed.

The Contractor shall note that this work is paid separately. Refer to Special Technical Specification 1506 for additional information and for measurement and payment.

§ 102-16: SPECIAL SPECIFICATIONS AND NOTES

Within this project the Contractor may encounter abandoned pipe, conduits, ducts, or structures by private utility companies. These abandoned utility pipes, conduits, ducts, or structures shall be removed as necessary within the excavation required to perform the construction proposed on the Drawings. The ends of the utilities to remain shall be plugged as required by the utility. There shall be no additional payment for the removal of these abandoned utilities within the excavated areas.

The Contractor may encounter existing utility lines or structures within excavated areas that require temporary support. The Contractor is responsible for supporting all existing utility system components shown on the Contract Drawings in order to perform the proposed work at no additional cost to the Authority. However, should the Contractor encounter an unknown utility that the Utility Company requires to be supported, due to required excavation, the Contractor shall be paid for that support at the Contract linear foot price bid for "Support of Existing Utilities Not Shown on the Drawings". This Item shall only be measured for payment along the linear footage of exposed utility pipe actually supported within the normal trench pay limits.

30. Sequence of Construction Outline

The following construction sequence is very preliminary and is intended as a general guide to the Contractor. It also is intended to convey a timeline that is critical to the Authority. This timeline stresses the need for scheduling simultaneous work in different areas of the Project and the use of multiple work crews to ensure the proposed work is completed within the allotted Contract Time and with minimal disruption to the public. The Contractor shall use the following suggested sequence to prepare his own Project Schedule that will be submitted for review prior to the start of construction.

Also, please refer to the Maintenance and Protection of Traffic drawings that show the recommended minimum traffic control that will be required in those areas of the Project when the construction noted below is ongoing.

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

§ 102-16: SPECIAL SPECIFICATIONS AND NOTES

Modifications to Regulators 025 and 034

1. Perform test pits. Report findings to Engineer.
2. Order precast concrete overflow weir structure for Regulator 025.
3. Install cast in place abutments below grade for portable bridge structure (if required by delegated design).
4. Install excavation support system (slide rail or soldier pile / wood lagging). Support utilities, including but not limited to Frontier duct bank.
5. Install precast structure over existing regulator 025.
6. Construct 24" RCP overflow pipe including connection to downstream manhole.
7. Bulkhead both ends of 60"x45" sewer to be abandoned. Fill cavity with flowable fill.
8. Construct sewer bypass for maintenance of flow at regulator 025.
9. Cut v-notch in brick sill at 30" RCP sewer.
10. Rehabilitate brick manholes and portions of pipe at manholes located upstream of regulator 025 and drain manhole located downstream of regulator 025.
11. Restore pavement and markings in State / Water Street intersection.
12. Construct sewer bypass for maintenance of flow at regulator 034. The wood weir may be used to maintain flow in the sewer while constructing masonry wall from the drain side of the regulator.
13. Construct masonry wall for permanent closure of regulator 034. The wood weir may remain in place.

31. Construction Safety

The Contractor is cautioned to take special notice of the close proximity of overhead wires and utility poles throughout the project area.

The Contractor shall have the sole responsibility for complying with all State and Federal safety regulations including OSHA requirements and the requirements of the utility companies and take whatever measures are necessary for the protection of workers and the general public. All workers must have the appropriate OSHA training. Each Superintendent or Foreman utilized at the project site must have a current OSHA Certification. All employees working on the construction site must have completed an OSHA 10-hour construction training course certification as a minimum requirement. This certification must be submitted to the Authority and Engineer prior to construction.

Trench safety is the sole responsibility of the Contractor. There shall be no obligation on the part of the Engineer to issue orders for sheeting, stay bracing or sheeting left-in-place and/or to pass upon sufficiency and adequacy of sheeting; nor shall the failure on the part of the Engineer to give such orders relieve the Contractor from liability for damages occasioned by negligence, or otherwise growing out of the Contractor's failure to either install sufficient and adequate sheeting and/or stay bracing or to leave in place in the excavation sufficient and adequate support to event the caving in or moving of the ground adjacent to the sides of the excavation during and after the backfilling operation. All temporary or permanent excavation support system/sheeting shall be designed by a Professional Engineer licensed in the State of Connecticut.

The Contractor shall have the sole responsibility for maintaining the safety of the public, both pedestrian and vehicular, in all activities related to the work, for the duration of the Construction

§ 102-16: SPECIAL SPECIFICATIONS AND NOTES

Contract. The Contractor shall make every effort to ensure the public is safe and protected during the construction period.

The Contractor shall prepare and maintain on-site a Construction Health and Safety Plan to be followed during the entire Contract period. The Plan shall detail the procedures for monitoring the construction operations and the safety of the public. The Plan shall include forms to be filled out and signed by the Contractor's designated Safety Officer.

32. Bid Items

Not all payment items in the Technical Specifications have corresponding Bid Items. These Technical Specifications are meant to define the work, which will be paid for under the appropriate Bid Items as listed in the Itemized Proposal. Only the Bid Items listed in the Itemized Proposal will be paid for.

33. List of Drawings

The following list contains the Contract Drawings for this project.

SHEET NO.	TITLE
1	COVER SHEET
2	GENERAL NOTES, ABBREVIATIONS, LEGEND
3	EXISTING CONDITIONS REGULATOR 025
4	MODIFICATIONS TO REGULATOR 025 PLAN AND DETAILS
5	MODIFICATIONS TO REGULATOR 025 DETAILS
6	MODIFICATIONS TO REGULATOR 025 DETAILS
7	EXISTING CONDITIONS REGULATOR 034
8	MODIFICATIONS TO REGULATOR 034 DETAILS
9	CURB RESTORATION PLAN REGULATOR 025
10	MAINTENANCE AND PROTECTION OF TRAFFIC - GENERAL NOTES
11	MAINTENANCE AND PROTECTION OF TRAFFIC - SIGNS
12	MAINTENANCE AND PROTECTION OF TRAFFIC - SIGNS
13	MAINTENANCE AND PROTECTION OF TRAFFIC REGULATOR 025
14	MAINTENANCE AND PROTECTION OF TRAFFIC - DETOUR REGULATOR 025
15	MAINTENANCE AND PROTECTION OF TRAFFIC REGULATOR 034
16	GREATER NEW HAVEN WPCA STANDARD DETAILS
17	CITY OF NEW HAVEN STANDARD DETAILS
18	MISCELLANEOUS DETAILS
19	EROSION AND SEDIMENT CONTROL PLAN
20	EROSION AND SEDIMENT CONTROL NARRATIVE AND DETAILS

§ 102-16: SPECIAL SPECIFICATIONS AND NOTES

34. Bidder's Checklist

At a minimum, each Bidder shall ensure that their completed bid proposal includes the following documents:

1. Bid Proposal
2. Bid Security/Bond
3. Bidder's Qualifications Form
4. MBE/WBE: See Section 39 below (Clean Water Fund Memorandum Dated May 25, 2016)
5. DAS Pre-qualification Certification: See Section 35 below (DAS Update Bid Statement)
6. American Iron and Steel Provision – Bidders Certification

35. Pre-Qualifications

To the extent applicable, all Bidders must hold a current State of Connecticut Department of Administrative Services pre-qualification certificate as required by the DAS Contractor Prequalification Program (See Connecticut General Statutes §4a-100) and shall submit a current certificate and DAS contractor pre-qualification update statement at the time of bid. However, DAS pre-qualification does not preclude the right of the Authority to independently evaluate and make determinations regarding the responsibility of the bidders. At a minimum, each Bidder shall be pre-qualified in the following classifications:

- Concrete
- Masonry
- Sewer and Water Lines
- Sitework
- Landscaping

36. Clean Water Fund

The State of Connecticut Department of Energy and Environmental Protection participates financially in this project and the project has been designated as a Clean Water Fund Contract. The Contractor shall conform in all respects in accordance with the true intent and meaning of each and all the requirements contained in the "Required Construction Contract Provisions Under the Connecticut Department of Energy and Environmental Protection's Clean Water Fund," a copy of which will be incorporated in each Proposal for Contract so classified. When any of such Clean Water Fund Provisions are in conflict with any other provisions of the Contract Documents, the Clean Water Fund Provisions shall prevail and take precedence.

The Contractor shall comply with Executive Order No. Three and Executive Order No. Seventeen included in the DEEP Contract Provisions.

37. DEEP Project Sign

The Contractor shall furnish, install, remove and dispose of a project sign, in accordance with State of Connecticut Department of Energy and Environmental Protection requirements. Provide a shop drawing for review and approval. All materials utilized shall be environmentally safe and be proven effective for the intended use. A copy of the DEEP sign is provided in the Specifications.

The sign shall be a basic non-illuminated site-sign panel and consist of one 4'-0" x 8'-0" X 3/4"

§ 102-16: SPECIAL SPECIFICATIONS AND NOTES

single face MDO sheet (sign maker quality), face and back shall be primer painted with chromatic blackout white bulletin paint. Sign shall incorporate DEEP logo. The letter message shall be painted on the surface. The border frame shall be made from 2" x4" pressure treated wood with a routed edge to allow inset and fastening of finished sign panel. Cost numbers and other information will be provided to the Contractor after award of Contract. The Contractor shall provide adequate support for the sign as required by the site conditions. The sign shall be located at a proper distance above prevailing grade to permit public viewing but shall not be located to create a hazardous site distance driving condition. There will be no separate payment for this work.

38. DEEP Construction Contract Provisions

The Contractor is advised that the word "Municipality" in the "DEEP Construction Contract Provisions" included herein refers to the "Greater New Haven Water Pollution Control Authority" (GNHWPCA), a regional entity.

39. Clean Water Fund Memorandum (Revised MBE/WBE May 25, 2016)

Memorandum is included herein.

40. Modification of General Provisions, Section §107-06, Insurance

Section 107-06 is replaced with the following:

§ 107-06 INSURANCE

Before the Contract is executed and prior to commencement of Work thereunder, the Contractor will be required to take out and maintain at its sole cost and expense insurance of the types and amounts specified herein and to file with the Authority a certificate of insurance satisfactory to the Authority and in an acceptable form. The Contractor shall carry insurance at a minimum in accordance with the following requirements:

1. **WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:** With respect to work that the Contractor performs and performed for the Contractor by subcontractors, the Contractor shall carry Worker's Compensation and Employer's Liability Insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000) each accident for bodily injury and Five Hundred Thousand Dollars (\$500,000) each employee for bodily injury by disease with a Five Hundred Thousand Dollar (\$500,000) policy limit by disease.
2. **COMMERCIAL GENERAL LIABILITY INSURANCE:** With respect to the Contractor's work and work performed for the Contractor by its subcontractors, the Contractor shall carry Commercial General Liability insurance on an ISO form CG 00 01 providing the following limits:

One Million Dollars (1,000,000) Each Occurrence

Two Million Dollars (2,000,000) General Aggregate — Applicable Per Project Two Million Dollars (2,000,000) Products/Completed Operations Aggregate One Million Dollars (1,000,000) Personal/Advertising Injury Per Person or Organization

The policy shall be written on an occurrence basis covering liability arising from premises, operations, independent contractors, product/completed operations, personal and advertising injury

§ 102-16: SPECIAL SPECIFICATIONS AND NOTES

liability, and liability assumed under an insured contract. There shall be no modification limiting the scope of coverage for liability arising from explosion, collapse or underground hazards.

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE: The operation of all motor vehicles, including those owned, hired, leased or borrowed and non-owned, used in connection with the Work shall be covered by Automobile Liability insurance in the amount of not less than One Million Dollars (\$1,000,000) combined single limit each accident.
4. OWNER'S AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE FOR AND IN THE NAME OF THE GREATER NEW HAVEN WATER POLLUTION CONTROL AUTHORITY: With respect to the work the Contractor performs, the Contractor shall carry for and in behalf of the Authority:

Protective Liability insurance providing for a total limit of not less than One Million dollars (\$1,000,000) each occurrence, One Million Dollars (\$1,000,000) in the aggregate.

Unless requested otherwise by the Authority, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the Authority, its officers or employees.

The Contractor shall assume and pay all costs and billings for premiums and audit charges earned and payable under the required insurance.

5. RAILROAD'S PROTECTIVE PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE: When the Project involves work on, over or under the right of way of any railroad company, and whether or not such railroad has scheduled passenger service, the Contractor shall carry, with respect to the operations it performs and those for and in behalf of the railroad company, Railroad Protective Public Liability insurance providing for a limit as required by the Railroad Company.
6. UMBRELLA EXCESS LIABILITY INSURANCE: This policy is on a follow form basis in the minimum amount of Ten Million Dollars (\$10,000,000) excess of the Employer's Liability, Commercial General Liability and Business Automobile Liability coverages described herein.
7. EQUIPMENT AND INSTALLATION FLOATER: The Contractor shall provide an equipment and installation floater covering Contractor's tools and also materials not accepted by the Authority.
8. TERMINATION OR CHANGE OF INSURANCE: Each insurance policy shall be endorsed to provide that the insurance company shall notify the Authority by certified mail at least thirty (30) days in advance of termination or policy non-renewal.

The Contractor shall at its own expense, keep all the required insurance coverage in continuous effect until the date the Authority indicates the termination of the Contractor's responsibility. Such coverage shall be written on an "occurrence" basis and shall provide that the Commercial General Liability and Umbrella Liability coverages will be renewed for three (3) years after completion of the Work. This provision survives the termination of this contract.

9. COMPENSATION: The Contractor shall be fully responsible for all expenses to maintain the coverage required herein. There shall be no direct compensation allowed the Contractor on account of any premium or other charge necessary to take out and keep in effect all insurance or bonds, but the costs thereof shall be considered included in the general cost of the Work.

§ 102-16: SPECIAL SPECIFICATIONS AND NOTES

10. DEDUCTIBLE/SIR CLAUSE: Insurance contracts required under this section shall not contain a deductible or self-insured retention clause. In the event that such a deductible clause is an unavoidable part of any policy, the Contractor shall be responsible for payment of the full amount of such deductible or self-insured retention.
11. ADDITIONAL INSURED: All insurance policies, except for workers' compensation, shall be endorsed to include the Greater New Haven Water Pollution Control Authority, the State of Connecticut, the City of New Haven and its officers, directors, agents and employees as additional insureds (collectively "Indemnitees") covered for liability arising out of any ongoing and completed operations using additional insured endorsement being on a CG 20 10 and CG 20 37 or their equivalent.
12. WAIVERS OF SUBROGATION: All insurance policies shall contain express waivers by the insurance company of its right of subrogation against all Indemnitees.
13. PRIMARY: The Commercial General Liability policy and the Umbrella Liability policy shall be primary and non-contributory meaning each policy shall be amended to specifically state such insurance will be considered primary and will not seek contribution with respect to any and all other insurance that may be available to Authority and any other person required to be named as additional insured under this Contract.
14. EVIDENCE: This Contractor will furnish the Contractor's certificates of insurance, and copies of insurance policies, forms and endorsements as requested.

41. Requests for Clarification of Bid Documents

Requests for Clarifications during the Bid Period must be received a **minimum of 10 calendar days prior to the bid date**, submit via email to engineering@GNHWPCA.com and Michael.errickson@teamdm.com. Addenda to the Bid will be issued via facsimile and/or electronically a minimum of 5 calendar days prior to the original or revised bid date. **For proper notification of addenda, at the time of picking up the bid package, prospective bidders must provide in full all necessary information requested.**

42. Basis of Award

Delete the first paragraph of Section 103-01 of the Standard Specification (page 56) and replace it with the following:

"Award of the Contract will be made only to the lowest responsible Bidder as will best promote the public interest. The Greater New Haven Water Pollution Control Authority reserves the right to waive informalities and minor defects or reject any and/or all bids."

43. Payment Provisions

See Item 109, "Measurement and Payment", page 88 of the Standard Specifications for payment provisions.

§ 102-16: SPECIAL SPECIFICATIONS AND NOTES

44. Addenda

- a. See Section 102-07, page 12, of the Standard Specifications for matters related to the issuance of Addenda.
- b. See Item 41 above in this Section 102-16, regarding requests for clarifications.
- c. The Contractor is required to acknowledge receipt of Addenda in the space provided in the Itemized Proposal.

45. Safety and Health Regulations

This Project is subject to the Safety and Health Regulations (CFR29, Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974 and CFR 29, Part 1910, General Industry Safety and Health Regulations Identified as Applicable to Construction.

The successful Bidder shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54).

The successful Bidder shall have a competent person or persons, as required under the Occupational Safety and Health Act, on the Site to inspect the Work and to supervise the conformance of the Work with the regulations of the Act.

46. Davis-Bacon Act

The Contractor shall comply with wage and reporting requirements specified in the Davis-Bacon Act. All monthly pay requests for funding shall contain a certification from the Principal or Prime Contractor, which states, at a minimum, the following:

1. The project name, location, contract number and pay period;
2. That all of the U.S. Department of Labor Davis-Bacon Act requirements have been complied with by the undersigned as Principal Contractor, and by each subcontractor employing mechanics or laborers at the site of work;
3. That I, the undersigned, may supervise the payment of the persons employed by (insert the name of the construction company), Principal Contractor;
4. That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
5. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract, or each Subcontract, during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 5;
6. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract; and
7. The undersigned acknowledges that the falsification of any of the above certifications may subject the undersigned to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

§ 102-16: SPECIAL SPECIFICATIONS AND NOTES

It shall be the responsibility of the Bidder, before the Bid Opening, to obtain any additional information on Federal Wage Rate requirements relating to the Davis-Bacon Act.

47. State Wage Rates

Since this project falls under the Davis-Bacon Act, the higher of Connecticut State and Federal Wage Rates apply. It shall be the responsibility of the Bidder, before Bid Opening, to obtain any additional information on Wage Rates for those trades people who are not covered by the applicable Wage Decisions Package, but who may be employed for the proposed work under this Contract. All construction associated with this Contract will be governed by Heavy and Highway Rates.

48. Connecticut DEEP Required Contract Provisions

49. Contractor's Exempt Purchase Certificate

50. Executive Order No. Three

51. Executive Order No. Seventeen

52. MBE/WBE Memorandum, May 25, 2016

53. Connecticut DEEP Project Sign Detail

54. American Iron and Steel (AIS) Requirements

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

§ 102-16: SPECIAL SPECIFICATIONS AND NOTES

Connecticut DEEP Required Contract Provisions

(Required Contract Provisions Follow This Page)

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

Connecticut DEP Required Contract Provisions

**REQUIRED CONSTRUCTION CONTRACT PROVISIONS
UNDER THE CONNECTICUT DEPARTMENT OF ENVIRONMENTAL
PROTECTION'S CLEAN WATER FUND**

**22a-482-4 (g) REQUIRED PROVISIONS FOR
CONSTRUCTION CONTRACTS**

Municipalities must include, when appropriate, the following clauses or their equivalent in each subagreement and may substitute other terms for "grantee" and "contractor" in their subagreements.

22a-482-4 (g)(1) Supersession

The municipality and the contractor agree that the following general provisions, or their equivalent, apply to eligible work to be performed under this contract and that these provisions supersede any conflicting provisions of this contract

22a-482-4 (g)(2) Privity of contract

This contract is expected to be funded in part by the State of Connecticut. Neither the State, nor any of its departments, agencies, or employees is or will be a party to this contract or any lower tier subcontract. This contract is to be subject to regulations adopted in accordance with Section 22a-482 of the Connecticut General Statutes.

22a-482-4 (g)(3) Changes for contracts for construction

(A) The municipality may, at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the subagreement, including but not limited to changes:

- (i) In the specifications (including drawings and designs);
- (ii) In the time, method, or manner of performance of the work;
- (iii) In the municipality-furnished facilities, equipment, materials, services, or site; or
- (iv) Directing acceleration in the performance of the work.

(B) A change order shall also be any other written or oral order (including direction, instruction, interpretation or determination) from the municipality which causes any change, provided the contractor gives the municipality written notice stating the date, circumstances, and source of the order and that the contractor regards the order as a change order.

(C) Except as provided in this clause, no order, statement, or conduct of the municipality shall be treated as a change under this clause or entitle the contractor to an equitable adjustment.

(D) If any change under this clause causes an increase or decrease in the contractor's cost or the time required to perform any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the subagreement modified in writing. However, for claims based on defective specifications, no claim for any change under (B) above shall be allowed for any costs incurred more than 20 days before the contractor gives written notice as required in paragraph (B). In the case of defective specifications for which the municipality is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the contractor in attempting to comply with those defective specifications.

(E) If the contractor intends to assert a claim for an equitable adjustment under this clause, he must, within thirty (30) days after receipt of a written change order under (A) of this change clause or the furnishing of a written notice under (B) of this clause, submit to the grantee a written statement setting forth the general nature and monetary extent of such claim. The municipality may extend the 30-day period. The statement of claim may be included in the notice under (B) of this clause.

(F) No claim by the contractor for an equitable adjustment shall be allowed if made after final payment under this contract.

22a-482-4 (g)(4) Changes for contracts for supplies

(A) The municipality may at any time, by a written order and without notice to the sureties, make changes within the general scope of this subagreement in any one or more of the following:

- (i) Drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the municipality;
- (ii) Method of shipment or packing; and
- (iii) Place of delivery.

(B) If any change causes an increase or decrease in the cost or the time required to perform any part of the

work under this subagreement, whether or not changed by any such order, an equitable adjustment shall be made in the subagreement price or delivery schedule, or both, and the subagreement shall be modified in writing. Any claim by the contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the contractor of the notification of change. If the municipality decides that the facts justify such action, the municipality may receive and act upon any such claim asserted at any time before final payment under this subagreement. Where the cost of property made obsolete or excess as a result of a change is included in the contractor's claim for adjustment, the grantee shall have the right to prescribe the manner of disposition of such property. Nothing in this clause shall excuse the contractor from proceeding with the subagreement as changed.

22a-482-4 (g)(5) Differing site conditions

(A) The contractor shall promptly, and before such conditions are disturbed, notify the municipality in writing of:

- (i) Subsurface or latent physical conditions at the site differing materially from those indicated in this subagreement; or
- (ii) Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this subagreement. The municipality shall promptly investigate the conditions and, if it finds that conditions are materially different and will cause an increase or decrease in the contractor's cost or the time required to perform any part of the work under this subagreement, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the subagreement modified in writing.

(B) No claim of the contractor under this clause shall be allowed unless the contractor has given notice required in (A) of this clause. However, the municipality may extend the prescribed time.

(C) No claim by the contractor for an equitable adjustment shall be allowed if asserted after final payment under this subagreement.

22a-482-4 (g)(6) Suspension of work

(A) The municipality may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work for such period of time as the municipality may determine to be appropriate for the convenience of the

municipality.

(B) If the performance of all or any part of the work is suspended, delayed, or interrupted for an unreasonable period of time by an act of the municipality in administration of the contract, (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the contractor, or for which an equitable adjustment is provided for or excluded under any other provision of the contract.

(C) No claim under this clause shall be allowed for any costs incurred more than 20 days before the contractor notified the municipality in writing of the act or failure to act involved (this requirement does not apply to a claim resulting from a suspension order), and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the contract.

22a-482-4 (g)(7) Termination

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

(B) This contract may be terminated in whole or in part in writing by the municipality for its convenience, provided that the contractor is given not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation with the terminating party prior to termination.

(C) If termination for default is effected by the municipality, an equitable adjustment in the price provided for in this contract shall be made but no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the

contractor at the time of termination may be adjusted to cover any additional costs to the municipality because of the contractor's default. If termination for default is effected by the contractor, or if termination for convenience is effected by the municipality, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the contractor for services rendered and expenses incurred prior to the termination in addition to termination settlement costs reasonably incurred by the contractor relating to commitments which had become firm prior to the termination.

(D) Upon receipt of a termination action pursuant to (A) or (B) above, the contractor shall promptly discontinue all services affected (unless the notice directs otherwise), and deliver or otherwise make available to the recipient all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the contractor in performing this contract whether completed or in process.

(E) Upon termination under (A) or (B) of this clause the municipality may take over the work and may award another party a contract to complete the work under this contract.

(F) If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the municipality. In such event, adjustment of the price provided for in this contract shall be made as provided in (C) of this clause.

22a-482-4 (g)(8) Remedies

Except as may be otherwise provided in this contract, all claims, counter-claims, disputes, and other matters in question between the municipality and the contractor arising out of or relating to this contract or the breach thereof will be decided by arbitration if the parties mutually agree or in a court of competent jurisdiction within the district in which the municipality is located.

22a-482-4 (g)(9) Price reduction for defective cost or pricing data

NOTE - This clause is applicable to any contract negotiated between the municipality and its contractor in excess of \$500,000; negotiated change orders in excess of \$500,000 or 10 percent of the contract, whichever is less, affecting the price of a formally advertised, competitively awarded, fixed price

contract; or any lower tier subcontract or purchase order in excess of \$500,000 or 10 percent of the assistance agreement, whichever is less, under a contract other than a formally advertised, competitively awarded, fixed price subagreement. This clause is not applicable for contracts to the extent that they are awarded on the basis of effective price competition.

The contractor and subcontractor, where appropriate, warrant that cost and pricing data submitted for evaluation with respect to negotiation of prices for negotiated contracts, lower tier subcontracts and change orders is based on current, accurate, and complete data supported by their books and records. If the municipality or the Commissioner determines that any price (including profit) negotiated in connection with this contract, any lower tier subcontract or any amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate, or not current at the time of submission, then such price, cost or profit shall be reduced accordingly, and the contract shall be modified in writing to reflect such reduction. Failure to agree on a reduction shall be subject to the remedies clause of this agreement.

NOTE - Since the contract is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with lower tier subcontracts, the contractor may wish to include a clause in each lower tier subcontract requiring the lower tier subcontractor to appropriately indemnify the contractor. It is also expected that any lower tier subcontractor subject to such indemnification will generally require substantially similar indemnification for defective cost or pricing data required to be submitted by lower tier contractors.

22a-482-4 (g)(10) Audit; Access to records

(A) The contractor shall maintain books, records, documents, and other evidence directly pertinent to performance on grant work under this contract in accordance with generally accepted accounting principles and practices consistently applied. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of the cost submission required under Section 22a-482-4(i)(6) for any negotiated contract or change order and a copy of the cost summary submitted to the municipality. The municipality and the Commissioner or any of his authorized representatives shall have access to all such books, records, documents, and other evidence for the purpose of inspection, audit and copying during normal business hours. The contractor will provide

proper facilities for such access and inspection.

(B) If this is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to make (A) through (F) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the contractor agrees to include (A) through (F) of this clause in all his subcontracts in excess of \$10,000 and to make paragraphs (A) through (F) of this clause applicable to all change orders directly related to project performance.

(C) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit departments and meeting the requirements of Section 20-282 of the Connecticut General Statutes.

(D) The contractor agrees to disclose all information and reports resulting from access to records under (A) and (B) of this clause.

(E) Records under (A) and (B) above shall be maintained and made available during performance on assisted work under this contract and until three years from the date of final State payment for the project. In addition, those records which relate to any dispute appeal arising under a grant assistance agreement, to litigation, to the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim, or exception.

(F) This right of access clause (with respect to financial records) applies to:

- (i) Negotiated prime subagreements;
- (ii) Negotiated change orders or contract amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
- (iii) Subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract. However, this right of access does not apply to a prime contract, lower tier subcontract, or purchase order awarded after effective price competition, except with respect to records pertaining directly to contract performance, (excluding any financial records of the contractor); if there is any indication that fraud, gross abuse, or corrupt practices may be involved or if the contract is terminated for default or for convenience.

22a-482-4 (2)(11) Covenant against contingent fees

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this warranty the grantee shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

22a-482-4 (0)(12) Gratuities

(A) If the municipality finds, after a notice and hearing, that the contractor, or any of the contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the municipality or the State, in an attempt to secure a contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this agreement, the municipality may, by written notice to the contractor, terminate this agreement. The municipality may also pursue other rights and remedies that the law or this agreement provides. However, the existence of the facts on which the municipality bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this agreement.

(B) In the event this contract is terminated, as provided in (A) in this clause, the recipient may pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor and, as a penalty, in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the grantee) which shall be not less than three nor more than ten times the costs the contractor incurs in providing any such gratuities to any such officer or employee.

22a-482-4 (g)(13) Responsibility of the contractor

(A) The contractor agrees to perform all work under this agreement in accordance with this agreement's designs, drawings, and specifications.

(B) The contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is

free from all defects due to faulty materials, equipment or workmanship; and the contractor shall promptly make whatever adjustments or corrections necessary to cure such defects, including repairs of any damage to other parts of the system resulting from such defects. The municipality shall give notice to the contractor of observed defects with reasonable promptness. In the event that the contractor fails to make adjustments, repairs, corrections or other work that may be made necessary by such defect, the municipality may do so and charge the contractor the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

(C) The contractor's obligations under this clause are in addition to the contractor's other express or applied warranties under this agreement or State law and in no way diminish any other rights that the municipality may have against the contractor for faulty material, equipment, or work.

22a-482-4 (2)(14) Final payment

Upon satisfactory completion of the work performed under this agreement, as a condition before final payment under this agreement, or as a termination settlement under this agreement, the contractor shall execute and deliver to the municipality a release of all claims against the municipality arising under or by virtue of this agreement, except claims which are specifically exempted by the contractor to be set forth therein. Unless otherwise provided in this agreement or by State law or otherwise expressly agreed to by the parties to this agreement, final payment under this agreement or settlement upon termination of this agreement shall not constitute a waiver of the municipality's claims against the contractor or his sureties under this agreement or applicable performance and payment bonds.

22a-482-4(h) PROCUREMENT REQUIREMENTS - GENERAL

22a-482-4(h)(1) Applicability

This defines the responsibilities of the State and the municipality and the minimum procurement standards for each municipality's procurement system.

22a-482-4(h)(2) Municipality responsibility

(A) The municipality is responsible for the settlement and satisfactory completion in accordance with sound business judgement and good administrative practice of all contractual and administrative issues arising out of

subagreements entered into under the assistance agreement. This includes issuance of invitations for bids or requests for proposals, selection of contractors, award of subagreements, settlement of protests, claims, disputes and other related procurement matters.

(B) The municipality shall maintain a subagreement administration system to assure that contractors perform in accordance with the terms, conditions and specifications of their subagreements.

(C) The municipality shall review its proposed procurement actions to avoid purchasing unnecessary or duplicative items.

(D) The municipality shall consider consolidating its procurement or dividing it into parts to obtain a more economical purchase.

(E) When appropriate, the municipality shall make an analysis of lease versus purchase alternatives in its procurement actions.

(F) A municipality may request technical assistance from the Commissioner for the administration and enforcement of any subagreement awarded under this section. However, such assistance does not relieve the municipality of its responsibilities under this section.

(G) A municipality may use innovative procurement methods or procedures only if it receives the Commissioner's prior written approval.

22a-482-4(h)(3) Municipality reporting requirements

The municipality shall request, in writing, the Commissioner's authorization to award each construction subagreement which has an aggregate value over \$10,000. The request shall include:

(A) Name, address, telephone number and employee identification number of the construction contractor;

(B) Amount of the award;

(C) Estimated starting and completion dates;

(D) Project number, name and site location of the project; and

(E) Copy of the tabulations of bids or offers and the name of each bidder or offeror.

22a-482-4(h)(4) Copies of contract documents

The municipality must promptly submit to the Commissioner copies of any prime contract or modification thereof, and revisions to plans and specifications.

22a-482-4(h)(5) Limitations on subagreement award

(A) The municipality shall award subagreements only to responsible contractors that possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. A responsible contractor is one that has:

- (i) Financial resources, technical qualifications, experience, an organization and facilities adequate to carry out the project, or a demonstrated ability to obtain these;
- (ii) Resources to meet the completion schedule contained in the subagreement;
- (iii) A satisfactory performance record for completion of subagreements;
- (iv) Accounting and auditing procedures adequate to control property, funds and assets; and
- (v) Demonstrated compliance or willingness to comply with the civil rights, equal employment opportunity, labor laws and other statutory requirements.

(B) The municipality shall not make awards to contractors who have been suspended or debarred by Connecticut State Agencies.

22a-482-4(h)(6) Violations.

The municipality shall refer violations of law to the local or State officials having the proper jurisdiction.

22a-482-4(h)(7) Competition

(A) The municipality shall conduct all procurement transactions in a manner that provides maximum open and free competition.

(B) Procurement practices shall not unduly restrict or eliminate competition. Examples of practices considered to be unduly restrictive include:

- (i) Noncompetitive practices between firms;
- (ii) Organizational conflicts of interest;
- (iii) Unnecessary, experience and bonding requirements;
- (iv) Local laws, ordinances, regulations or procedures which give local bidders or proposers preference over other bidders or proposers in evaluating bids

- or proposals; and
- (v) Placing unreasonable requirements on firms in order for them to qualify to do business.

(C) The municipality may use a prequalification list(s) of persons, firms or products if it:

- (i) Updates its prequalified list(s) at least every six months;
- (ii) Reviews and acts on each request for prequalification made more than thirty (30) days before the closing date for receipt of proposals or bid opening; and
- (iii) Gives adequate public notice of its prequalification procedures in accordance with the public notice procedures.

(D) A municipality may not use a prequalified list(s) of persons or firms if the procedure unnecessarily restricts competition.

22a-482-4(h)(8) Profit

(A) Municipalities must assure that only fair and reasonable profits are paid to contractors awarded subagreements under State assistance agreements.

(B) The municipality shall negotiate profit as a separate element of price for each subagreement in which there is no price competition, or where price is based on cost analysis.

(C) Where the municipality receives two or more bids, profit included in a formally advertised, competitively bid, fixed price subagreement shall be considered reasonable.

(D) Off-the-shelf or catalog supplies are exempt from this section.

22a-482-4(h)(9) Use of small, minority, and women's businesses

The municipality must take affirmative steps to assure that small, minority, and women's businesses are used to the maximum extent practicable. The Commissioner may impose goals as conditions of financial assistances.

22a-482-4(h)(10) Privity of subagreement.

The State shall not be a party to any subagreement nor to any solicitation or request for proposals.

22a-482-4(h)(11) Documentation

(A) Procurement records and files for procurements in excess of \$10,000 shall include the following:

- (i) Basis for contractor selection;
- (ii) Written justification for selection of the procurement method;
- (iii) Written justification for use of any specification which does not provide for maximum free and open competition;
- (iv) Written justification for the type of subagreement;
- (v) Basis for award cost or price, including a copy of the cost or price analysis made and documentation of negotiations; and
- (vi) A municipality must state the reasons in writing for rejecting any or all bids and the justification for procurements on a noncompetitively negotiated basis and make them available for public inspection.

22a-482-4(h)(12) Specifications

(A) Nonrestrictive specifications.

- (i) No specification for bids or statement of work in connection with such works shall be written in such a manner as to contain proprietary exclusionary or discriminatory requirements other than those based upon performance, unless such requirements are necessary to test or demonstrate a specific thing or to provide for necessary interchangeability of parts and equipment, or at least two brand names or trade names of comparable quality or utility are listed and are followed by the words "or equal". If brand or trade names are specified, the municipality must be prepared to identify to the Commissioner, or in any protest action, the relevant requirements (relating to the minimum needs of the project) which must be met by any offeror. The single base bid method of solicitation for equipment and parts for determination of a low, responsive bidder may not be utilized. With regard to materials, if a single material is specified, the municipality must be prepared to substantiate the basis for the selection of the material.
- (ii) Project specifications shall, to the extent practicable, provide for maximum use of structures, machines, products, materials, construction methods, and equipment which are readily available through competitive procurement, or through standard or proven production techniques, methods, and processes.

(B) Sole source restriction. A specification shall not require the use of structures, materials, equipment, or

processes which are known to be available only from a sole source, unless the Commissioner determines in advance that the municipality's engineer has adequately justified in writing that the proposed use meets the particular project's minimum needs or the Commissioner determines that use of a single source is necessary to promote innovation.

(C) Experience clause restriction. The general use of experience clauses requiring equipment manufacturers to have a record of satisfactory operation for a specified period of time or of bonds or deposits to guarantee replacement in the event of failure is restricted to special cases where the municipality's engineer adequately justifies any such requirement in writing. Where such justification has been made, submission of a bond or deposit shall be permitted instead of a specified experience period. The period of time for which the bond or deposit is required should not exceed the experience period specified.

22a-482-4(h)(13) Force account work

(A) The municipality must receive the Commissioner's prior written approval for use of the force account method for any planning, design work or construction work.

(B) The Commissioner may approve the force account method upon the municipality's demonstration that it possesses the necessary competence required to accomplish such work and that the work can be accomplished more economically by use of the force account method, or emergency circumstances dictate its use.

(C) Use of the force account method for construction work shall generally be limited to minor portions of a project.

22a-482-4(h)(14) Code of conduct

(A) The municipality shall maintain a written code or standards of conduct which shall govern the performance of its officers, employees, or agents engaged in the award and administration of subagreements supported by State funds. No employee, officer or agent of the municipality shall participate in the selection, award or administration of a subagreement supported by State funds if a conflict of interest, real or apparent, would be involved.

(B) Such a conflict would arise when:

- (i) Any employee, officer or agent of the

- municipality, any member of the immediate families, or their partners, have a financial or other interest in the firm selected for award; or
- (ii) An organization which may receive or has been awarded a subagreement employs, or is about to employ, any person under (B)(i) of this Section.

(C) The municipality's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or other parties to subagreements.

(D) Municipalities may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal value.

(E) To the extent permitted by State or local law or regulations, the municipality's code of conduct shall provide for penalties, sanctions or other disciplinary actions for violations of the code by the municipality's officers, employees or agents or by contractors or their agents.

22a-482-4(h)(15) Payment to consultants

(A) For all State assistance agreements, the State will limit its participation in the salary rate (excluding overhead) paid to individual consultants retained by a municipality or by a municipality's contractors or subcontractors to the maximum daily rate for a GS-18 federal employee. (Municipality's may, however, pay contractors and subcontractors more than this amount. This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. The rate does not include transportation and subsistence costs for travel performed; municipality's will pay these in accordance with their normal travel reimbursement practices.

(B) Subagreements with firms for services which are awarded using these procurement requirements are not affected by this limitation.

22a-482-4(h)(16) Cost and price considerations

(A) The municipality shall conduct a cost analysis of all negotiated change orders and all negotiated subagreements estimated to exceed \$10,000.

(B) The municipality shall conduct a price analysis of all formally advertised procurements estimated to exceed \$10,000 if there are fewer than three bidders.

(C) For negotiated procurement, contractors and

subcontractors shall submit cost or pricing data in support of their proposals to the municipality.

22a-482-4(h)(17) Small purchases

(A) Small Purchase Procurement. If the aggregate amount involved in any one procurement transaction does not exceed \$10,000, including estimated handling and freight charges, overhead and profit, the municipality may use small purchase procedures.

(B) Small Purchase Procedures. Small purchase procedures are relatively simple procurement methods that are sound and appropriate for procurement of services, supplies or other property costing in the aggregate not more than \$10,000.

(C) Requirements for Competition.

(i) Municipalities shall not divide a procurement into smaller parts to avoid the dollar limitation for competitive procurement.

(ii) Municipalities shall obtain price or rate quotations from an adequate number of qualified sources.

22a-482-4(h)(18) Negotiation and award of subagreements

(A) Unless the request for proposals states that award may be based on initial offers alone, the municipality must conduct meaningful negotiations with the best qualified offerors with acceptable proposals within the competitive range, and permit revisions to obtain best and final offers. The best qualified offerors must have equal opportunities to negotiate or revise their proposals. During negotiations, the municipality must not disclose the identity of competing offerors or any information from competing proposals.

(B) The municipality must award the subagreement to the responsible offeror whose proposal is determined in writing to be the most advantageous to the municipality, taking into consideration price and other evaluation criteria set forth in the request for proposals.

(C) The municipality must promptly notify unsuccessful offerors that their proposals were rejected.

(D) The municipality must document its procurement file to indicate how proposals were evaluated, what factors were used to determine the best qualified offerors within the competitive range, and what factors were used to determine the subagreement award.

22a-482-4(h)(19) Optional selection procedure for negotiation and award of subagreement for architectural and engineering services

(A) The municipality may evaluate and select an architect or engineer using the procedures in this subdivision in place of the procedures in "Negotiation and award of subagreements" in subdivision (18).

(B) The municipality may use responses from requests for statement of qualifications to determine the most technically qualified architects or engineers.

(C) After selecting and ranking the most qualified architects or engineers, the municipality will request technical proposals from those architects or engineers and inform them of the evaluation criteria the municipality will use to rank the proposals.

(D) The municipality shall then select and determine, in writing, the best technical proposal.

(E) After selecting the best proposal, the municipality shall attempt to negotiate fair and reasonable compensation with that offeror.

(F) If the municipality and the offeror of the best proposal cannot agree on the amount of compensation, the municipality shall formally terminate negotiations with that offeror. The municipality shall then negotiate with the offeror with the next best proposal. This process will continue until the municipality reaches agreement on compensation with an offeror with an acceptable proposal. Once the municipality terminates negotiations with an offeror, the municipality cannot go back and renegotiate with that offeror.

22a-482-4(h)(20) Noncompetitive negotiation procurement method

Noncompetitive negotiation may be used only when the award of a subagreement is not feasible under small purchase, formal advertising, or competitive negotiation procedures. The municipality may award a noncompetitively negotiated subagreement only under the following circumstances:

(A) The item is available only from a single source;

(B) A public exigency or emergency exists and the urgency for the requirement will not permit a delay incident to competitive procurement; or

(C) After solicitation from a number of sources,

competition is determined to be inadequate.

22a-482-4(h)(21) Use of the same architect or engineer during construction

(A) If the municipality is satisfied with the qualifications and performance of the architect or engineer who provided any, or all of the planning or design services for the project, it may wish to retain that firm or individual during construction of the project. The municipality may do so without further public notice and evaluation of qualifications provided that it received financial assistance for the planning and/or design services and selected the architect or engineer in accordance with these procurement regulations.

(B) However, if the municipality uses the procedures in (A) to retain an architect or engineer, any construction subagreements between the architect or engineer and the municipality must meet the procurement provisions of subsection (i)(5) of this section.

22a-482-4(h)(22) Negotiation of subagreements

(A) Formal advertising, with adequate purchase descriptions, sealed bids, and public openings shall be the required method of procurement unless negotiation under (B) of this section is necessary to accomplish sound procurement.

(B) All negotiated procurement shall be conducted in a manner to provide to the maximum practicable extent open and free competition appropriate to the type of project work to be performed. The municipality is authorized to negotiate subagreements if any of the following conditions exist:

- (i) Public exigency will not permit the delay incident to formally advertised procurement (e.g. an emergency procurement);
- (ii) The aggregate amount involved does not exceed \$10,000;
- (iii) The material or service to be procured is available from only one person or entity. If the procurement is expected to aggregate more than \$10,000, the municipality must document its file with a justification of the need for noncompetitive procurement, and provide such documentation to the Commissioner on request;
- (iv) The procurement is for personal or professional services (including architectural or engineering services) or for any service that a university or other educational institution may render;
- (v) No responsive, responsible bids at acceptable price levels have been received after formal

advertising, and the Commissioner's prior written approval has been obtained;

- (vi) The procurement is for materials or services where the price is established by law;
- (vii) The procurement is for technical items or equipment requiring standardization and interchangeability of parts with existing equipment; or
- (viii) The procurement is for experimental, developmental or research services.

22a-482-4(h)(23) Enforcement

If the Commissioner determines that the municipality has failed to comply with any of these procurement provisions, he or she may impose any of the following sanctions:

(A) The grant may be terminated or annulled under Section 22a-482-4(t).

(B) Project costs directly related to the noncompliance may be disallowed.

(C) Payment otherwise due to the municipality of up to 10 percent may be withheld.

(D) Project work may be suspended under Sec. 22a-482-4(g) (6).

(E) A noncomplying municipality may be found nonresponsible or ineligible for future state funding assistance or a noncomplying contractor may be found nonresponsible or ineligible for approval for future contract award under state grants.

(F) An injunction may be entered or other equitable relief afforded by a court of appropriate jurisdiction.

(G) Such other administrative or judicial action may be instituted if it is legally available and appropriate.

22a-482-4(h)(24) Contract Enforcement

Commissioner authority. At the request of a municipality, the Commissioner is authorized to provide technical and legal assistance in the administration and enforcement of any contract related to pollution abatement facilities for which a State grant was made and to intervene in any civil action involving the enforcement of such contracts, including contract disputes which are the subject of either arbitration or court action in accordance with the requirements of Section 22a-482-4(f)(1).

22a-482-4 (i) CONSTRUCTION CONTRACT

PROCUREMENT REQUIREMENTS

(This section applies to construction contracts in excess of \$10,000 awarded by municipalities for any construction projects.)

22a-482-4 (i)(1) Type of Contract

Each contract shall be a fixed price (lump sum or unit price or a combination of the two) contract, unless the Commissioner gives advance written approval for the municipality to use some other acceptable type of contract. The cost-plus-percentage-of-cost contract shall not be used in any event.

22a-482-4 (i)(2) Formal Advertising

Each contract shall be awarded after formal advertising, unless negotiations are permitted in accordance with Sec. 22a-482-4(h)(18). Formal advertising shall be in accordance with the following:

(A) Adequate public notice. The municipality will cause adequate notice to be given of the solicitation by publication in newspapers or journals of general circulation beyond the municipality's locality (statewide, generally), inviting bids on the project work and stating the method by which bidding documents may be obtained or examined. Where the estimated cost of construction is \$10 million or more, the municipality should publish the notice in trade journals of nationwide distribution. The municipality may solicit bids directly from bidders if it maintains a bidders list;

(B) Adequate time for preparing bids. Adequate time, generally not less than 30 days, must be allowed between the date when public notice is first published and the date by which bids must be submitted. Bidding documents (including specifications and drawings) shall be available to prospective bidders from the date when such notice is first published;

(C) Adequate bidding documents. The municipality shall prepare a reasonable number of bidding documents (invitations for bids) and shall furnish them upon request on a first-come, first-served basis. The municipality shall maintain a complete set of bidding documents and shall make them available for inspection and copying by any party. The bidding documents shall include:

- (i) A complete statement of the work to be performed, including necessary drawings and specifications, and the required completion schedule;
- (ii) The terms and conditions of the contract to be

awarded;

- (iii) A clear explanation of the method of bidding and the method of evaluation of bid prices, and the basis and method for award of the contract;
- (iv) Responsibility requirements or criteria which will be employed in evaluating bidders;
- (v) The following statement:

Any contract or contracts awarded under this invitation for bids are expected to be funded in part by the State of Connecticut (Department of Environmental Protection). Neither the State of Connecticut nor any of its departments, agencies or employees is or will be a party to this invitation for bids or any resulting contract. This procurement will be subject to the requirements contained in Section 22a-482-4, (h), (j) and (o) of the regulations of Connecticut State Agencies;

- (vi) A copy of Sec. 22a-482-4, (h), (j) and (o); and
- (vii) The prevailing State Wage Determination as applicable.

(D) Sealed bids. The municipality shall provide for bidding by sealed bid and for the safeguarding of bids received until public opening.

(E) Addenda to bidding documents. If a municipality desires to amend any part of the bidding documents (including drawings and specifications) during the period when bids are being prepared, the addenda shall be communicated in writing to all firms which have obtained bidding documents at least five (5) working days prior to the bid opening.

(F) Bid modifications. A firm which has submitted a bid shall be allowed to modify or withdraw its bid before the time of bid opening.

(G) Public opening of bids. The municipality shall provide for a public opening of bids at the place, date and time announced in the bidding documents.

(H) Award to the low, responsive, responsible bidder.

- (i) After bids are opened, the municipality shall evaluate them in accordance with the methods and criteria set forth in the bidding documents.
- (ii) The municipality may reserve the right to reject all bids. Unless all bids are rejected for good cause, award shall be made to the low, responsive, responsible bidder.
- (iii) If the municipality intends to make the award to a firm which did not submit the lowest bid, it shall prepare a written statement before any award,

explaining why each lower bidder was deemed nonresponsive or nonresponsive. The Municipality shall retain such statement in its files and forward a copy to the Commissioner for review.

- (iv) Local laws, ordinances, regulations or procedures which are designed or which operate to give local bidders preference over other bidders shall not be employed in evaluating bids.

- (v) If an unresolved procurement review issue or a protest relates only to award of a subcontract or procurement of an item under the prime contract, and resolution of that issue or protest is unduly delaying performance of the prime contract, the Commissioner may authorize award and performance of the prime contract before resolution of the issue or protest, if the Commissioner determines that resolution of the protest will not affect the placement of the prime contract bidders and will not materially affect initial performance of the prime contract; and that award of the prime contract is in the State's best interest, will not materially affect resolution of the protest, and is not barred by State or local law.

- (vi) The municipality shall not reject a bid as nonresponsive for failure to list or otherwise indicate the selection of a subcontractor(s) or equipment, unless the municipality has unambiguously stated in the solicitation documents that such failure to list shall render a bid nonresponsive and shall cause rejection of a bid.

22a-482-4 (k) NEGOTIATION OF CONTRACT AMENDMENTS (CHANGE ORDERS)

22a-482-4 (k)(1)

The Municipality is responsible for the negotiation of construction contract change orders. This function may be performed by the municipality directly or, if authorized, by its engineer. During negotiations with the contractor the municipality shall:

(A) Make certain that the contractor has a clear understanding of the scope and extent of work and other essential requirements;

(B) Assure that the contractor demonstrates that he will make available or will obtain the necessary personnel, equipment and materials to accomplish the work within the required time; and

(C) Assure a fair and reasonable price for the required work.

22a-482-4 (k)(2)

The contract price or time may be changed only by a change order. When negotiations are required, they shall be conducted in accordance with Section 22a-482(k)(3) and (4) as appropriate. The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by the method set forth in paragraphs (2)(A) through (2)(C) of this section, whichever is most advantageous to the municipality.

(A) Unit prices.

(i) Original bid items. Unit prices previously approved are acceptable for pricing changes of original bid items. However, when changes in quantities exceed 15 percent of the original bid quantity and the total dollar change of that bid item is significant, the municipality shall review the unit price to determine if a new unit price should be negotiated.

(ii) New items. Unit prices of new items shall be negotiated.

(B) A lump sum to be negotiated.

(C) Cost reimbursement. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus an amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

22a-482-4 (k)(3)

For each change order not in excess of \$100,000 the contractor shall submit sufficient cost and pricing data to the municipality to enable the municipality to determine the necessity and reasonableness of costs and amounts proposed, and the allowability and eligibility of costs proposed.

22a-482-4 (k)(4)

For each change order in excess of \$100,000, the contractor shall submit to the municipality for review sufficient cost and pricing data as described in paragraphs (4)(A) through (4)(E) of this section to enable the municipality to ascertain the necessity and reasonableness of costs and amounts proposed, and the allowability and eligibility of costs proposed.

(A) The contractor shall certify that proposed costs reflect complete, current, and accurate cost and pricing data applicable to the date of the change order.

(B) In addition to the specific elements of cost, the estimated amount of profit shall be set forth separately in the cost summary for fixed price change orders and a specific total dollar amount of profit will be set forth separately in the cost summary for cost reimbursement change orders.

(C) The municipality may require more detailed cost data in order to substantiate the reasonableness of proposed change order costs. The Commissioner may, on a selected basis, perform a detailed cost analysis on any change order.

(D) For costs under cost reimbursement change orders, the contractor shall have an accounting system which accounts for such costs in accordance with generally accepted accounting principles. This system shall provide for the identification, accumulation and segregation of allowable and unallowable change orders. Allowable change order costs shall be determined in accordance with Sections 22a-482-4(a), (b), (c), (d), and (e). The contractor must propose and account for such costs in a manner consistent with his normal accounting procedures.

(E) Change orders awarded on the basis of review of a cost element summary and a certification of complete, current, and accurate cost and pricing data shall be subject to downward renegotiation and recoupment of funds where a subsequent audit substantiates that such certification was not based on complete, current and accurate cost and pricing data.

22a-482-4 (k)(5) Review by Commissioner.

The municipality shall submit, before the execution of any change order in excess of \$100,000, to the Commissioner for review and approval:

(A) The cost and pricing data the contractor submitted;

(B) A certification of review and acceptance of the contractor's cost or price; and

(C) A copy of the proposed change order.

22a-482-4 (k)(6) Profit.

The objective of negotiations shall be the exercise of

sound business judgement and good administrative practice including the determination of a fair and reasonable profit based on the contractor's assumption of risk and input to total performance and not merely the application of a predetermined percentage factor. For the purpose of negotiated change orders to construction contracts profit is defined as the net proceeds obtained by deducting all allowable costs (direct and indirect) from the price. The municipality should review the estimate of profit as it reviews all other elements of price.

22a-482-4 (k)(7) Related work.

Related work shall not be split into two amendments or change orders merely to keep it under \$100,000 and thereby avoid the requirements of (4) of this section. For change orders which include both additive and deductive items:

(A) If any single item (additive or deductive) exceeds \$100,000 the requirements of (4) of this section shall be applicable;

(B) If no single additive or deductive item has a value of \$100,000 but the total price of the change order is over \$100,000, the requirements of (4) of this section shall be applicable; and

(C) If the total of additive items of work in the change order exceeds \$100,000 or the total of deductive items of work in the change order exceeds \$100,000 and the net price of the change order is less than \$100,000, the requirements of (4) of this section shall be applicable.

22a-482-4 (1) SUBCONTRACTS UNDER CONSTRUCTION CONTRACTS.

22a-482-4 (1)(1)

The award or execution of subcontracts by a prime contractor under a construction contract awarded to the prime contractor by the municipality, and the procurement and negotiation procedures used by prime contractors in awarding or executing subcontracts are not required to comply with any of the provisions, selection procedures, policies or principles set forth in Section 22a-482-4(h) or (j) except those specifically stated in this section. In addition, the bid protest procedures of Section 22a-482-4(o) are not available to parties executing subcontracts with prime contractors except as specifically provided in that section.

22a-482-4 (1)(2)

The award or execution of subcontracts by a prime contractor under a formally advertised, competitively bid, fixed price construction contract awarded to the prime contractor by the municipality, and the procurement and negotiation procedures used by such prime contractors in awarding or executing such subcontracts must comply with any municipality procurement system, State small, minority and women's business policy, (Section 22a-482-4(h)(9)), negotiation of contract amendments (Section 22a-482-4(k)), and clauses (8) and (9) of Section 22a-482-4(g).

22a-482-4 (m) PROGRESS PAYMENTS TO CONTRACTORS

22a-482-4 (m)(1)

Except as State law otherwise provides, municipalities must make prompt progress payments to prime contractors and prime contractors should make prompt progress payments to subcontractors and suppliers for eligible construction, material, and equipment costs, including those of undelivered, specifically manufactured equipment, incurred under a contract under this program. The Clean Water Fund shall only be obligated to pay the municipality amounts that the municipality is actually going to pay contractors.

22a-482-4 (m)(2) Conditions of progress payments.

For purposes of this section, progress payments are defined as follows:

(A) Payments for work in place;

(B) Payments for materials or equipment which have been delivered to the construction site, or which are stockpiled in the vicinity of the construction site, in accordance with the terms of the contract, when conditional or final acceptance is made by or for the municipality. The municipality shall assure that items for which progress payments have been made are adequately insured and are protected through appropriate security measures. Costs of such insurance and security are allowable costs; or

(C) Payments for undelivered specifically manufactured items or equipment (excluding off-the-shelf or catalog items) as work on them progresses. Such payments must be made if provisions therefor are included in the bid and contract documents. Such provisions may be included at the option of the municipality only when all of the following conditions exist:

- (i) The equipment is so designated in the project specifications;
- (ii) The equipment to be specifically manufactured for the project could not be readily utilized on nor diverted to another job; and
- (iii) A fabrication period of more than 6 months is anticipated.

22a-482-4 (m)(3) Protection of progress payments made for specifically manufactured equipment.

The municipality will assure protection of the State's interest in progress payments made for items or equipment referred to in (2)(C) of this section. The protection must be acceptable to the municipality and must take the form of:

(A) Securities negotiable without recourse, condition or restrictions, a progress payment bond, or an irrevocable letter of credit provided to the municipality through the prime contractor by the subcontractor or supplier; and

(B) For items or equipment in excess of \$200,000 in value which are manufactured in a jurisdiction in which the Uniform Commercial Code is applicable, the creation and perfection of a security interest under the Uniform Commercial Code which is reasonably adequate to protect the interests of the municipality.

22a-482-4 (m)(4) Limitations on progress payments for specifically manufactured equipment.

(A) Progress payments made for specifically manufactured equipment or items shall be limited to the following:

- (i) A first payment upon submission by the prime contractor of shop drawings for the equipment or items in an amount not exceeding 15 percent of the contract or item price plus appropriate and allowable higher tier costs; and
- (ii) Subsequent to the municipality's release or approval for manufacture, additional payments not more frequently than monthly thereafter up to 75 percent of the contract or item price plus appropriate and allowable higher tier costs. However, payment may also be made in accordance with the contract and grant terms and conditions for ancillary onsite work before delivery of the specifically manufactured equipment or items.

(B) In no case may progress payments for undelivered equipment or items under (4)(A)(i) or

(4)(A)(ii) of this section be made in an amount greater than 75 percent of the cumulative incurred costs allocable to contract performance with respect to the equipment or items. Submission of a request for any such progress payments must be accompanied by a certification furnished by the fabricator of the equipment or item that the amount of progress payment claimed constitutes not more than 75 percent of cumulative incurred costs allocable to contract performance and, in addition, in the case of the first progress payment request a certification that the amount claimed does not exceed 15 percent of the contract or item price quoted by the fabricator.

(C) As used in this section, the term "costs allocable to contract performance" with respect to undelivered equipment or items includes all expenses of contract performance which are reasonable, allocable to the contract, consistent with sound and generally accepted accounting principles and practices consistently applied and which are not excluded by the contract.

22a-482-4 (m)(5) Enforcement.

A subcontractor or supplier which is determined by the Commissioner to have frustrated the intent of the provisions regarding progress payments for major equipment or specifically manufactured equipment through intentional forfeiture of its bond or failure to deliver the equipment may be determined nonresponsible and ineligible for further work under State funded projects.

22a-482-4 (m)(6) Contract provisions.

Where applicable, appropriate provisions regarding progress payments must be included in each contract and subcontract.

22a-482-4 (m)(7) Implementation.

The foregoing progress payments policy should be implemented in invitations for bids for project funded by the Clean Water Fund. If provision for progress payments is made after contract award, it must be for consideration that the municipality deems adequate.

22a-482-4 (n) RETENTION FROM PROGRESS PAYMENTS

22a-482-4 (n)(1)

The municipality may retain a portion of the amount otherwise due the contractor. The amount the municipality retains shall be limited to the following:

(A) Withholding of not more than 5 percent of the payment claimed until work is 50 percent complete;

(B) When work is 50 percent complete, reduction of the withholding to 2 percent of the dollar value of all work satisfactorily completed to date, provided that the contractor is making satisfactory progress and there is no specific cause for greater withholding;

(C) When the work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 2 percent to only that amount necessary to assure completion;

(D) The municipality may reinstate up to 5 percent withholding if the municipality determines, at its discretion, that the contractor is not making satisfactory progress or there is other specific cause for such withholding; and

(E) The municipality may accept securities negotiable without recourse, condition or restrictions, a release of retainage bond, or an irrevocable letter of credit provided by the contractor instead of all or part of the cash retainage.

22a-482-4 (n)(2)

The foregoing retention policy shall be implemented with respect to all construction projects. Appropriate provision to assure compliance with this policy must be included in the bid documents for such projects initially or by addendum before the bid submission date and as a special condition in the funding agreement or in an amendment which is issued by the Commissioner.

22a-482-4 (n)(3)

A municipality which delays disbursement to contractors of funds will be required to credit to the Clean Water Fund all interest earned on those funds and will be responsible for any and all tax law violations which occur as a result of their actions.

22a-482-4 (o) PROTESTS

22a-482-4 (o)(1) General

A protest based upon an alleged violation of the procurement requirements may be filed against a municipality's procurement action by a party with an adversely affected direct financial interest. Any such protest must be received by the municipality within the time period in (2)(A) of this section. The municipality is

responsible for resolution of the protest before taking the protested action, in accordance with (4) of this section, except as otherwise provided by (9) of this section or 22a-482-4(j)(2)(H)(v).

22a-482-4 (o)(2) Time limitations

(A) A protest under (4) of this section should be made as early as possible during the procurement process to avoid disruption of or unnecessary delay to the procurement process. A protest authorized by (4) of this section must be received by the municipality within one week after the basis for the protest is known or should have been known, whichever is earlier.

(i) In the case of an alleged violation of the specification requirements of Section 22a-482-4(h)(12) relating to specifications (e.g., that a product fails to qualify as an "or equal") a protest need not be filed prior to the opening of bids. The municipality may resolve the issue before receipt of bids or proposals through a written or other formal determination, after notice and opportunity to comment is afforded to any party with a direct financial interest.

(ii) When an alleged violation of the specification requirements of Section 22a-482-4(h)(12) first arises subsequent to the receipt of bids or proposals, the municipality must decide the protest if the protest was received by the municipality within one week of the time that the municipality's written or other formal notice is first received.

(B) A protest appeal authorized by this section must be filed in a court of competent jurisdiction within the locality of the municipality within one week after the complainant has received the municipality's determination.

(C) If a protest is mailed, the complaining party bears the risk of nondelivery within the required time period. All documents transmitted in accordance with this section shall be mailed by certified mail (return receipt requested) or otherwise delivered in a manner which will objectively establish the date of receipt. Initiation of protest actions under (4) or (5) of this section may be made by brief telegraphic notice accompanied by prompt mailing or other delivery of a more detailed statement of the basis for the protest. Telephone protests will not be considered.

22a-482-4 (o)(3) Other initial requirements

(A) The initial protest document must briefly state the basis for the protest and should:

- (i) Refer to the specific portions of these regulations which allegedly prohibit the procurement action;
- (ii) Specifically request a determination pursuant to this section;
- (iii) Identify the specific procurement document(s) or portion(s) of them in issue; and
- (iv) Include the name, telephone number, and address of the person representing the protesting party.

(B) The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the determination of the protest (all bidders or proposers who appear to have a substantial and reasonable prospect of receiving an award if the protest is denied or sustained) and to the Commissioner.

22a-482-4 (o)(4) Municipality determination

(A) The municipality is responsible for the initial resolution of protests based upon alleged violations of the procurement requirements.

(B) When the municipality receives a timely written protest, it must defer the protested procurement action in accordance with (7) of this section and:

- (i) Afford the complaining party and interested parties an opportunity to present arguments in support of their views in writing or at a conference or other suitable meeting (such as a city council meeting);
- (ii) Inform the complainant and other interested parties of the procedures which the municipality will observe for resolution of the protest;
- (iii) Obtain an appropriate extension of the period for acceptance of the bid and bid bond(s) of each interested party, where applicable (failure to agree to a suitable extension of such bid and bid bond(s) by the party which initiated the protest shall be cause for summary dismissal of the protest by the municipality or the Commissioner); and
- (iv) Promptly deliver (by certified mail, return receipt requested, or by personal delivery) its written determination of the protest to the complaining party and to each other participating party.

(C) The municipality's determination must be accompanied by a legal opinion addressing issues arising under State, or local law, if any and, when construction is involved, by an engineering report, if appropriate.

(D) The municipality should decide the protest as promptly as possible - generally within 3 weeks after receipt of a protest, unless extenuating circumstances require a longer period of time for proper resolution of the protest.

22a-482-4 (o)(5) Procedures

(A) Where resolution of an issue properly raised with respect to a procurement requirement necessitates prior or collateral resolution of a legal issue arising under State or local law, and such law is not clearly established in published legal decisions of the State or other relevant jurisdiction, the municipality may rely upon:

- (i) An opinion of the municipality's legal counsel adequately addressing the issue;
- (ii) The established or consistent practice of the municipality, to the extent appropriate;
- (iii) The law of other local jurisdictions as established in published legal decisions; or
- (iv) If none of the foregoing adequately resolve the issue, published decisions of the Comptroller General of the United States (U.S. General Accounting Office) or of the Federal or State courts addressing Federal or State requirements comparable to procurement requirements of this section.

(B) A party who submits a document subsequent to initiation of a protest proceeding must simultaneously furnish each of the other parties with a copy of such document.

(C) The procedures established herein are not intended to preclude informal resolution or voluntary withdrawal of protests. A complainant may withdraw its appeal at any time, and the protest proceedings shall thereupon be terminated.

(D) A protest may be dismissed for failure to comply with procedural requirements set forth in this section.

22a-482-4 (o)(6) Burden of proof

(A) In protest proceedings, if the municipality proposes to award a formally advertised, competitively bid, fixed price contract to a party who has submitted the apparent lowest price, the party initiating the protest will bear the burden of proof.

(B) In protest proceedings:

- (i) If the municipality proposes to award a formally

advertised, competitively bid, fixed price contract to a bidder other than the bidder which submitted the apparent lowest price, the municipality will bear the burden of proving that its determination concerning responsiveness is in accordance with these regulations; and

- (ii) If the basis for the municipality's determination is a finding of nonresponsibility, the municipality must establish and substantiate the basis for its determination and must adequately establish that such determination has been made in good faith.

22a-482-4 (o)(7) Deferral of procurement action

Upon receipt of a protest, the municipality must defer the protested procurement action (for example, defer the issuance of solicitations, contract award, or issuance of notice to proceed under a contract) until ten days after delivery of its determination to the participating parties. The municipality may receive or open bids at its own risk, if it considers this to be in its best interest. When the Commissioner has received a written protest, he or she must notify the municipality promptly to defer its protested procurement action until notified of the formal or informal resolution of the protest.

22a-482-4 (o)(8) Enforcement

Noncompliance with the procurement provisions by the municipality shall be cause for enforcement action in accordance with one or more of the provisions of Section 22a-482-4(h)(23).

22a-482-4 (o)(9) Limitation

A protest may not be filed with respect to the following:

(A) Issues not arising under the procurement provisions;

(B) Issues relating to the selection of a consulting engineer, provided that a protest may be filed only with respect to the mandatory procedural requirements of Section 22a-482-4(i);

(C) Issues primarily determined by local law or ordinance and as to which the Commissioner, upon review, determines that there is no contravening state requirement and that the municipality's action has a rational basis;

(D) Provisions of State regulations applicable to direct State contracts unless such provisions are explicitly referred to or incorporated in these regulations;

(E) Basic project design determinations; or

Award of subcontracts or issuance of purchase orders under formally advertised, competitively bid, lump sum construction contracts. However, protest may be made to alleged violations of the following:

- (i) Specification requirements of Section 22a-482-4(h)(12); or
- (ii) Provisions applicable to the procurement procedures, negotiation or award of subcontracts or issuance of purchase orders under Section 22a-482-4(1).

ADDITIONAL REQUIRED CONTRACT PROVISIONS

Construction Safety and Health Standards

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

Service of Process

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

Substitution of Securities for Retainage

The Contractor is advised of the provisions of section 3-112a of the General Statutes of the State of Connecticut, Revision of 1966, which is quoted as follows:

SECTION 3-112a. Substitution of securities for retainages on state contracts. (a) Under any contract made or awarded by the state, or by any public department or official thereof, the contractor may, from time to time withdraw the whole or any portion of the

amount retained for payments to the contractor pursuant to the terms of the contract, upon depositing with the comptroller (1) United States treasury bonds, United States treasury notes, United States treasury certificates of indebtedness or United States treasury bills, or (2) bonds or notes of the state of Connecticut or (3) bonds of any political subdivision in the state of Connecticut. No amount shall be withdrawn in excess of the market value of the securities at the time of deposit or of the par value of such securities, whichever is lower. (b) The comptroller shall, on a regular basis, collect all interest or income on the obligations so deposited and shall pay the same, when and as collected, to the contractor who deposited the obligations. If the deposit is in the form of coupon bonds, the comptroller shall deliver each coupon as it matures to the contractor. (c) Any amount deducted by the state, or by any public department or official thereof, pursuant to the terms of the contract, from the retainages due the contractor, shall be deducted, first from that portion of the retainage for which no security has been substituted, then from the proceeds of any deposited security. In the latter case, the contractor shall be entitled to receive interest, coupons or income only from those securities which remain after such amount has been deducted.

Requirements for Timely Payments

The Contractor is advised of the provisions of section 49-41a of the General Statutes of the State of Connecticut, Revision of 1958, which is quoted as follows:

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

(b) If payment is not made by the general contractor or any of its subcontractors in accordance with such requirements, the subcontractor shall set forth his claim

against the general contractor and the subcontractor of a subcontractor shall set forth its claim against the subcontractor through notice by registered or certified mail. Ten days after receipt of that notice, the general contractor shall be liable to the subcontractor, and the subcontractor shall be liable to the subcontractor, for interest on the amount due and owing at the rate of one per cent per month. In addition, the general contractor, upon written demand of its subcontractor, or the subcontractor, upon written demand of its subcontractor, shall be required to place funds in the amount of the claim, plus interest of one per cent, in an interest-bearing escrow account in a bank in this state, provided the general contractor or subcontractor may refuse to place the funds in escrow on the grounds that the subcontractor has not substantially performed the work according to the terms of his or its employment. In the event that such general contractor or subcontractor refuses to place such funds in escrow, and the party making a claim against it under this section is found to have substantially performed its work in accordance with the terms of its employment in any arbitration or litigation to determine the validity of such claim, then such general contractor or subcontractor shall pay the attorney's fees of such party.

(c) No payment may be withheld from a subcontractor for work performed because of a dispute between the general contractor and another contractor or subcontractor.

(d) This section shall not be construed to prohibit progress payments prior to final payment of the contract and is applicable to all subcontractors for material or labor whether they have contracted directly with the general contractor or with some other subcontractor on the work.

Maximum Retainage Allowed

SECTION 49-41b. Release of payments on public works construction projects. When any public work is awarded by a contract for which a payment bond is required by section 49-41 and such contract contains a provision requiring the general or prime contractor under such a contract to furnish a performance bond in the full amount of the contract price, the awarding authority shall be prohibited from withholding more than five per cent from any periodic or final payment which is otherwise properly due to the general or prime contractor under the terms of such contract, and any such general or prime contractor shall be prohibited from withholding more than five per cent from any periodic or final payment which is otherwise due any subcontractor.

Nondiscrimination

The contractor agrees and warrants 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, religious creed, age marital status, national origin, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission concerning the employment practices and procedures of the contractors as relate to the provisions of Public Act 78-148.

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or non-compliance with said Executive Order No. Three or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract as part of the consideration hereof, agree that Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

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

The Governor's Executive Order No. Three and the Guidelines and Rules implementing the Governor's Executive Order No. Three are included elsewhere herein.

Construction, Alteration or Repair of Public Works Projects by the State or Political Subdivision

The contractor shall comply with the provisions of Section 31-53 of the General Statutes of the State of Connecticut, Revision of 1967, a part of which is quoted as follows:

SECTION 31-53-1(a). Each contract for the construction, alteration or repair of any public works projects by the State or any of its agents, or by any political subdivision of the State or any of its agents, shall contain the following provision: "The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee welfare fund, as defined in subsection (h) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works contract work is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day."

Listing All Employment Openings With the Office of the Connecticut State Employment Service

This contract is executed subject to the Governor's Executive Order No. 17, a copy of which is attached hereto and is hereby made a part of this Agreement. Governor's Executive Order No. 17 requires, inter alia, that all contractors and subcontractors 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. Failure of the contractor to conform with the requirements of the Governor's Executive Order No. 17 and any orders, rules or regulations issued pursuant thereto, shall be a basis for termination of this agreement by the State.

Residents Preference in Work on Other Public Facilities

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

SECTION 31-52a-2(b). Each contract for any such project covered by this section under the supervision of the state or any of its agents shall contain the following provision: "In the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the state who are, and continuously for

at least six months prior to the date hereof have been, residents of this state, and if no such person is available then to residents of other states."

Project Sign

The Contractor shall erect a sign at the project site identifying the project and indicating that the Connecticut Department of Environmental Protection is providing funding for the construction of the project. The sign shall be erected within 14 days after the notice to proceed has been issued, and shall be in accordance with these specifications and the enclosed project sign detail. The sign shall be furnished, erected, and maintained by the Contractor at a location designated by the Engineer. The names of the Commissioner of Environmental Protection and the Governor of the State of Connecticut as shown on the sign shall be kept current, and shall be revised within 30 days of such notice to the Contractor that a change has occurred, at no cost to the Owner. No additional information shall be placed on the project sign beyond that shown in the project sign detail. If the owner desires to erect a supplemental sign with additional detail regarding the project or its sponsors, that sign shall be placed in such a manner that the project sign is not obscured from public view. The sign shall be constructed

of ¾" minimum thickness exterior plywood (A-B) or APA high density overlay plywood (HDO). All fasteners shall be of a rustproof nature. The sign face background shall consist of at least three (3) coats of white outdoor enamel paint. The sign shall be fastened securely in an upright position and maintained in a location on the construction site clearly visible to the public and to visitors to the site.

Education, Welfare, and Public Health Tax (Sales and Use Tax)

The Contractor's attention is called to Regulation 18 as amended, promulgated by the Sales and Use Tax Division of the State Department of Revenue Services, which provided for the exemption of the sales and use tax on the purchase of such materials and supplies as are to be physically incorporated in and become a permanent part of the project being performed under this contract. The contractor may avail himself of the savings of this tax and shall take this exemption into account in calculating his bid for this work. The Contractor or Subcontractor shall furnish his suppliers with a completed certificate, in the following prescribed form:

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

§102-16 SPECIAL SPECIFICATIONS AND NOTES

Contractor's Exempt Purchase Certificate

(Exempt Purchase Certificate Follows This Page)

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

CONTRACTOR'S
EXEMPT PURCHASE CERTIFICATE

Tow _____ Grant or Loan Identifier _____

Contract Name _____ Contract Number _____

I hereby certify under penalties of (FALSE STATEMENT) that I am engaged in the performance of a construction contract funded by the following named exempt agency or organization:

Department of Environmental Protection, 79 Elm Street, Hartford, Connecticut

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

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

Signature of Contractor

Date

Name of Firm:
Business Address:

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

§102-16 SPECIAL SPECIFICATIONS AND NOTES

Executive Order No. Three

(Executive Order No.3 Follows This Page)

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

STATE OF CONNECTICUT

BY HIS EXCELLENCY

THOMAS J. MESKILL

GOVERNOR

EXECUTIVE ORDER NO. THREE

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

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

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

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

I

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

II

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

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

III

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

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

V

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

VI

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

VII

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

VIII

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

IX

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

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

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

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

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

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

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

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

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

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

XI

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

XII

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

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

XIV

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

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

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

Thomas J. Meskill, GOVERNOR

Filed this ____ day of June, 1971.

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

§102-16 SPECIAL SPECIFICATIONS AND NOTES

Executive Order No. Seventeen

(Executive Order No. 17 Follows This Page)

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

State Of Connecticut

By His Excellency

Thomas J. Meskill

Governor

Executive Order No. Seventeen

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

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

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

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

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

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

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

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

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

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

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

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

Thomas J. Meskill
Governor

Filed this 15th day of February 1973.

Harry Hammer
Secretary Of The State (Deputy)

§102-16 SPECIAL SPECIFICATIONS AND NOTES

MBE/WBE Memorandum, May 25, 2016

(Memo of May 25, 2016 Follow This Page)

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

Clean Water Fund Memorandum (2016-003)

Disadvantaged Business Enterprise (DBE) Subcontractor Participation on Clean Water Fund (CWF) Construction Projects

I. PURPOSE

The municipality, through its Prime Contractor must make specified good faith efforts to attain the DBE goals as specified in this document in Section III. This is an administrative condition of the U.S. Environmental Protection Agency (EPA) Grant which funds Clean Water Fund Projects.

This memorandum supersedes the Clean Water Fund Memorandum Dated June 24, 2014

II. GOVERNING STATUTE OR REGULATION

General Compliance (Federal), 40 CFR, Part 33: The municipality, through its Prime Contractor must comply with the requirements of EPA's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE).

III. EPA REQUIREMENTS

The following clause shall be included in all construction contract documents for goods and services to be funded under the CWF:

The requirement for DBE subcontractor participation, expressed as a percentage of the total eligible contract amount, shall be a minimum of 8.0 percent with the following makeup:

MBE 3.0 percent WBE 5.0 percent

Failure to meet or exceed the required percentage or submit acceptable documentation of the six good faith efforts may render a bid non-responsive and may cause the bid to be rejected.

IV. CERTIFICATION

A DBE must be certified at the time that the subcontract for their services is executed. A business that is pending new certification, recertification, or whose certification has expired cannot be counted toward the goals.

In the case where a subcontractor DBE is certified as both a MBE and a WBE:

1. The prime contractor may count the entire value of the subcontract as either a MBE or a WBE.
2. The prime contractor may choose to split the subcontract between the MBE and the WBE categories to fulfill both goals. If the prime contractor chooses this route:
 - a. They must indicate the dollars to be apportioned to the categories either on the face of the copy of the fully executed subcontract submitted to the DEEP or by some other written method.

- b. The certification submitted to DEEP must indicate that the principal of the subcontractor is both a woman and a minority.
- c. For a certification that only identifies the subcontractor as a DBE, additional documentation is required as proof of dual status. In the case of ConnDOT, the detailed information page within their online database suffices as proof.

V. THE SIX GOOD FAITH EFFORTS AS SPECIFICALLY DEFINED BY EPA

The Six Good Faith Efforts are required methods employed by all DEEP Clean Water Fund recipients to ensure that all DBEs have the opportunity to compete for procurements funded by DEEP financial assistance dollars.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
6. If the Prime Contractor awards subcontracts, require the Prime Contractor to take the above steps.

The Prime Contractor's certification as a DBE has no effect on this requirement. Therefore, if the Prime Contractor is a DBE, the Six Good Faith Efforts defined above must be employed in the procurement of subcontracts to be secured to achieve the MBE 3.0% and WBE 5.0% participation. Also, for subcontracts for material suppliers, only 25% of the dollar value of their contracts may be applied toward the required percentage listed above unless that supplier manufactures those supplies and/or adds specialized input to the process.

VI. ACCEPTABLE CERTIFICATION OPTIONS

1. **Connecticut Department of Administrative Services (DAS)** - DEEP will continue to accept DAS certification until such time as other State entities are identified whose certification processes meet the EPA criteria. DAS will only certify Connecticut based firms that meet the criteria under CGS 4a-60g.
2. **Connecticut Department of Transportation (ConnDOT)** - Companies that desire to do business with ConnDOT as well as the DEEP should seek ConnDOT certification which will be accepted by the DEEP. DBE firms are advised that the certification process can take 90 days to complete. ConnDOT will certify both in state as well as out of state firms.

3. **The Environmental Protection Agency (EPA)** – In the event an entity cannot be certified by ConnDOT as a DBE, that entity should seek certification with EPA. Such entities must provide EPA with evidence from ConnDOT denying certification.
4. **Small Business Administration (SBA-Federal)**-SBA certification is available to companies under the Woman Owned Small Business (WOSB) program and the SBA 8(a) Business Development Program (www.sba.gov/8abd/) which has a net worth ceiling of \$250,000 for initial applicants.
5. **Other states certification**- Prime Contractors and Engineering Consultants may utilize certification from other states. Such certification must specify the DBE designation. Where there is no DBE certification option within a state, the instance must be presented to the DEEP Financial Administrator assigned to the project for consideration on a per case basis.

VII. DBE COMPLIANCE PROCESS

Within fourteen (14) calendar days after bid opening the apparent low bidder shall complete and submit to the municipality the Subcontractor Verification Form provided in the contract documents along with corresponding DBE certification for each subcontractor. The municipality must then submit copies as part of the bid application to DEEP as demonstration of compliance with this memorandum. **Failure to submit these documents by the close of business of the fourteenth calendar day after bid opening may result in the bid being deemed non-responsive and may cause the bid to be rejected.** Two executed copies of the DBE subcontracts must be submitted to the municipality, who must then submit one copy to the DEEP Financial Administrator as demonstration of compliance with this memorandum.

No payment requests will be processed by DEEP until the executed copies of the subcontracts are on file in the DEEP office.

It is understood that the Prime Contractor must make and document the good faith efforts as defined above. Should the contractor not meet the goals, documentation of good faith efforts will be required to be submitted to the DEEP Municipal Facilities Engineer for consideration that the good faith effort was extensive enough to warrant the acceptance of a lower goal for the specific contract in question.

The prime contractor is required to employ the six good faith efforts in that the DBE percentages shall be maintained or exceeded in the event of one subcontractor being substituted for another.

I hereby verify that I have read and understand the DBE requirements in this memorandum and will procure subcontracts whose percentages will meet or exceed the minimums listed above.

Contract Name _____

Prime Contractor Company Name _____

Prime Contractor Authorized Signature _____ **Date** _____

VIII. DEFINITIONS

CGS: Connecticut General Statutes

ConnDOT: Connecticut Department of Transportation

CWF: Clean Water Fund

DAS: Connecticut Department of Administrative Services

DBE: Disadvantaged Business Enterprise

DEEP: Department of Energy and Environmental Protection

EPA: Environmental Protection Agency (Federal)

MBE: Minority Business Enterprise

SBA: Small Business Administration (Federal)

WBE: Woman Business Enterprise

WOSB: Woman Owned Small Business (Federal program - SBA)

May 25, 2016
Date


Denise Ruzicka, Director
Planning and Standards Division
Bureau of Water Protection and Land Reuse

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY



Disadvantage Business Enterprise (DBE)

Subcontractor Verification Form

Prime Contractor Company Name: _____

Contract Name/Number: _____

Contract Award Amount: \$ _____

Note to general contractor: You are required to complete this form listing each DBE (MBE or WBE) subcontractor to be employed in work eligible for the Clean Water Fund within the table below. Please submit an original of this completed form, along with each subcontractor's current, valid DBE certificate, to the municipality within 14 days of bid opening. In the event that this form is not submitted with the bid application, the bid could be rendered nonresponsive and rejected.

Subcontractor Name	Address/Phone/E-mail	Name of Contact	Dollar Amount* (25% for Suppliers)	MBE %	WBE %
Totals:					

**Supplier is defined as follows: A supplier is a business which acts as a distributor of materials or equipment and which provides a commercially useful function when such activity is traditional in the industry manufacturing the material or equipment supplied. Suppliers will receive 25% credit for providing supplies and receive 100% for manufacturing or fabrication of supply items. Haulers will receive 100% credit if they provide the material that is hauled. Commercially useful function will normally include:*

- 1. Providing Technical Assistance to the purchaser prior to the purchase, during installation and after the supplies or equipment are placed in service;*
- 2. Manufacturing or being first tier below manufacturer of the supplies or equipment supplied;*
- 3. Providing Functions other than just accepting and referring request for supplies or equipment to another party for direct shipment to a contractor.*

The completion and submission of this form does not constitute a contractual agreement between the general contractor and the named subcontractor, but is solely for documenting proposed compliance with DBE participation under the Department of Energy and Environmental Protection's (DEEP) Clean Water Fund (CWF). Should another subcontractor be substituted in place of any firm named above, both the municipality and the DEEP (Clean Water Fund Unit, 79 Elm Street, Hartford 06106-5127) should be notified in writing within three (3) business days of the change. This form must be updated for each instance in which a subcontractor is replaced or added. The DBE percentages shall be maintained or exceeded in the event of one subcontractor being substituted for another.

Prime Contractor Authorized Signature: _____ Date: _____

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

Connecticut DEEP Project Sign Detail

(Project Sign Detail Follows This Page)

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

CONNECTICUT CLEAN WATER FUND PROJECT SIGN

← 8' 0" →

4' 0"



State of Connecticut
Dannel P. Malloy, Governor
Department of Energy and Environmental Protection
Robert J. Klee, Commissioner

Project NAME

Environmental Protection for The City of XXXXXX

\$0000 DescriptionXXXX
\$0000 State & Federal Grant
\$0000 State & Federal Loan

From the
Connecticut DEEP Clean Water Fund



**NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY**

Color Scheme:
Lettering in black
Background in white
Banner in yellow
Logo as pictured

Provide adequate supports for sign as site conditions may require. Keep sign a proper distance above prevailing grade to permit public viewing.

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

American Iron and Steel Requirements

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY



Memorandum

To: All Connecticut Municipalities, Water Pollution Control Facilities, and Consultants

Date: May 28, 2015

Re: Revised American Iron and Steel Memorandum

The Department of Energy and Environmental Protection's (DEEP) Municipal Water Pollution Control Section has updated the American Iron and Steel (AIS) memorandum that was distributed on May 19, 2014.

On June 10, 2014, the Water Resources Reform and Development Act of 2014 (WRRDA) was signed into law by President Obama, which amended the Federal Water Pollution Control Act (FWPCA). The FWPCA section 608 extended the AIS provision that was originally scheduled to expire on September 30, 2014.

This means that AIS is now a **permanent** project requirement for all Connecticut Clean Water Fund (CWF) projects.

The effective date for the newly codified AIS provision is the date of enactment of the WRRDA, or June 10, 2014.

A recent Environmental Protection Agency (EPA) memorandum dated September 18, 2014 indicates that EPA intends to interpret the WRRDA language for the AIS requirement in the same manner as described in an earlier EPA guidance memo dated March 20, 2014. Therefore, the March 20, 2014 EPA memorandum shall still serve as the final EPA AIS guidance on how to apply the AIS requirement, and it is attached to the revised CWF memo.

The final memorandum is now available on our website at <http://www.ct.gov/dep/cwp>.

Sincerely,

George V. Hicks, P.E.
Supervising Sanitary Engineer
Bureau of Water Protection & Land Reuse

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY



Revised Clean Water Fund Memorandum (2014-001a)

TO: All Connecticut Municipalities and Consultants

RE: Implementation of American Iron and Steel provisions on Connecticut Clean Water Fund Projects

I. PURPOSE

To provide clarification on the applicability of American Iron and Steel (AIS) provisions to construction projects funded by the Connecticut Clean Water Fund (CWF).

II. GOVERNING FEDERAL PUBLIC LAW

Section 436 of Public Law (P.L.) 113-76, Consolidated Appropriations Act, 2014.

III. APPLICABILITY

All Connecticut CWF projects must use “iron and steel products” (Section III.A) that are “produced in the United States” for construction projects. The final Environmental Protection Agency (EPA) AIS guidance memorandum dated March 20, 2014 (“final EPA AIS guidance”) on how to apply the AIS requirement is attached.

This memorandum summarizes the final EPA AIS guidance, and describes how it relates specifically to Connecticut CWF projects. Section III.C details what is required for a CWF project that is subject to the AIS provisions. Any definitions provided by the final EPA AIS guidance are included in Section IV.

Section 436 of P.L. 113-76 excludes products (Section III.B) to the AIS requirement, as well as a waiver request process to exclude products of the entire project from AIS requirements (Section III.D).

A. Applicable Iron and Steel Products

1. The AIS requirement applies to all of the following products:
 - a. Lined or unlined pipes and fittings;
 - b. Manholes covers and other “municipal castings”;
 - c. Hydrants;
 - d. Tanks;
 - e. Flanges;
 - f. Pipe clamps and restraints;
 - g. Valves;
 - h. “Structural steel”;
 - i. Reinforced precast concrete; or
 - j. “Construction materials”.

Refer to Section IV for further clarification of items b, h, and j.

2. Each project item listed in Section III.A.1 and is considered to be “primarily iron or steel”, or comprised of greater than 50% iron or “steel” as measured by cost, becomes subject to the AIS requirement.
 - a. The cost used to determine AIS applicability shall be based on the material costs, and shall include the cost to pour and cast iron and/or steel components.
 - b. The cost used to determine AIS applicability shall not include assembly cost.
3. Unlike the products listed in Section III.A.1.a – h and j, all reinforced precast concrete used in applicable products is subject to the AIS requirement, no matter how much iron or steel comprises the reinforced precast concrete. The reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. The casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.
4. “Construction materials” are any products that become permanently incorporated into the project, even if those products may be considered temporary in most instances. For example, any iron or steel sheeting or piles that are not removed after construction is completed are considered to be “construction materials” subject to the AIS requirement.

B. Excluded Products

1. The AIS requirement does not apply to any mechanical and/or electrical components, equipment and systems. Mechanical and electrical components, equipment and systems are not considered construction materials.
2. The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials, and are therefore NOT subject to the AIS requirement:
 - a. Pumps;
 - b. Motors;
 - c. Gear reducers;
 - d. Drives (including variable frequency drives (VFDs));
 - e. Electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators);
 - f. Mixers;
 - g. Gates;
 - h. Motorized screens (such as traveling screens);
 - i. Blowers/aeration equipment;
 - j. Compressors;
 - k. Meters, sensors, controls and switches;
 - l. Supervisory control and data acquisition (SCADA);
 - m. Membrane bioreactor systems;
 - n. Membrane filtration systems;
 - o. Filters, clarifiers and clarifier mechanisms;
 - p. Rakes, grinders;
 - q. Disinfection systems;
 - r. Presses (including belt presses);
 - s. Conveyors, cranes;
 - t. HVAC (excluding ductwork), water heaters, heat exchangers;
 - u. Generators;

- v. Cabinetry and housings (such as electrical boxes/enclosures);
 - w. Lighting fixtures;
 - x. Electrical conduit;
 - y. Emergency life systems;
 - z. Metal office furniture, shelving;
 - aa. Laboratory equipment, analytical instrumentation; and
 - bb. Dewatering equipment.
3. Raw materials such as iron ore, limestone, and iron/steel scrap are not covered by the AIS requirement. If any raw materials are being applied as a coating, the raw materials are similarly not covered.

C. AIS Requirements

1. For each item that meets the criteria indicated in Sections III.A, the iron and steel products contained in that item must be "produced in the United States (US)".
 - a. All manufacturing processes must take place in the US, with the exception of metallurgical processes involving the refinement of steel additives.
 - b. Manufacturing processes covered by the AIS requirement include: melting, refining, forming, rolling, drawing, refining, finishing, fabricating, coating.
 - c. In the case of reinforced precast concrete, the casting of the concrete must also occur in the US. The cement and other raw materials used in the concrete production may come from non-US sources.
 - d. Each domestic iron and steel product must remain in the US for the entire manufacturing process; otherwise, it will be considered foreign source material.
 - e. Non-iron or steel components of an iron and steel product may come from non-US sources.
2. The construction contract language contained in **Appendix 4 of the attached final EPA AIS guidance** must be included in the CWF contract documents in order to obtain CWF approval of the engineering plans and specifications.
3. Certification for AIS compliance
 - a. Certification must be provided for all items in Section III.A.
 - b. Types of Certification
 - i. Step certification process: Each handler (supplier, fabricator, manufacturer, processor, etc) of the iron and steel products certifies that their step in the process was domestically performed.
 - ii. Final manufacturer certification: Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US.
 - c. AIS compliance certification must be provided on company letterhead, in the format provided by **Appendix 5 of the attached final EPA AIS guidance**.
 - d. These certifications shall be collected and maintained by the municipality, and must be available upon request by either the EPA or the DEEP.

D. Waiver Request Process

1. A waiver from the AIS requirement may be requested for a CWF project if at least one of the following conditions is sufficiently demonstrated:
 - a. The AIS requirement will increase the cost of the overall project by more than 25 percent, as demonstrated by the inclusion of a bid alternate and backup calculations;

- b. The iron and steel products are not produced in the United States in sufficient and “reasonably available quantities” and of “satisfactory quality”, as demonstrated by soliciting proposals from at least three manufacturers; or
 - c. The AIS requirement is inconsistent with the public interest.
2. Waiver Request Format
- a. The waiver request must include a table with responses to the “Information Checklist for Waiver Request” in **Appendix 1 of the attached final EPA AIS guidance**.
 - b. Evaluation of the waiver request shall include the criteria in the “HQ Review Checklist for Waiver Request” in **Appendix 2 of the attached final EPA AIS guidance**.
 - c. Waiver requests shall be submitted to the Connecticut Department of Energy and Environmental Protection (DEEP) for initial screening.
 - d. If the DEEP determines that a waiver to the AIS requirement has been sufficiently demonstrated, the DEEP will forward the waiver request to the EPA.
3. Final Waiver Determination
- a. The waiver request shall be made available on the EPA website and the DEEP CWF webpage.
 - b. The EPA shall allow for informal public input for at least 15 days prior to making a determination.

IV. DEFINITIONS

AIS: American Iron and Steel

Assistant recipients: A borrower or grantee that receives funding from a State CWSRF program. In the case of Connecticut CWF projects, “assistance recipients” are the municipalities, as defined below.

CGS: Connecticut General Statutes

Construction materials: Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the applicable project, not including mechanical and/or electrical components, equipment and systems.

Some construction materials may overlap with what is also considered “structural steel”. This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

CWF: Connecticut Clean Water Fund

CWSRF: Clean Water State Revolving Fund

DEEP: Connecticut Department of Energy and Environmental Protection

Electrical equipment: Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

EPA: Federal Environmental Protection Agency

FWPCA: Federal Water Pollution Control Act

Final EPA AIS Guidance: This refers to the attached EPA Memorandum entitled "Implementation of American Iron and Steel provisions of P.L. 113-76, Consolidated Appropriations Act, 2014" dated March 20, 2014.

HVAC: Heating, ventilation, and air conditioning

Municipality: Any "municipality" eligible for the CWF, as defined in Section 22a-475 of the CGS. The municipalities are the "assistance recipients" for the purposes of the AIS requirement.

Iron and Steel Products: The term "iron and steel products" means the following products are made of "primarily iron or steel": lined or unlined pipes and fittings, manholes, covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

Mechanical equipment: Mechanical equipment is typically that which has motorized parts and/or is powered by a motor.

Municipal castings: Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

- Access Hatches;
- Ballast Screen;
- Benches (Iron or Steel);
- Bollards;
- Cast Bases;
- Cast Iron Hinged Hatches, Square and Rectangular;
- Cast Iron Riser Rings;
- Catch Basin Inlets;
- Cleanout/Monument Boxes;
- Construction Covers and Frames;
- Curb and Corner Guards;
- Curb Openings;
- Detectable Warning Plates;
- Downspout Shoes (Boot, Inlet);
- Drainage Grates, Frames and Curb Inlets;
- Inlets;
- Junction Boxes;
- Lampposts;
- Manhole Covers, Rings and Frames, Risers;
- Meter Boxes;
- Service Boxes;
- Steel Hinged Hatches, Square and Rectangular;
- Steel Riser Rings;

- Trash receptacles;
- Tree Grates;
- Tree Guards;
- Trench Grates; and
- Valve Boxes, Covers and Risers.

Primarily Iron or Steel: To be considered “primarily iron or steel”, the product must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.

P.L.: Public Law

Production in the US: For the purposes of the AIS requirement, “production in the US” of the iron or steel used in an applicable product requires that all manufacturing processes must take place in the US, except metallurgical processes involving refinement of steel additives.

Reasonably Available Quantity: The quantity of iron or steel products is available or will be available at the time needed and place needed, and in the proper form or specification as specified in the project plans and design.

Satisfactory Quality: The quality of iron or steel products, as specified in the project plans and designs.

SCADA: Supervisory control and data acquisition

Steel: An alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel includes carbon steel, alloy steel, stainless steel, tool steel, and other specialty steels.

Step Certification: A step certification is a process under which each handler (supplier, fabricator, manufacturer, processor, etc.) of the iron and steel products certifies that their step in the process was domestically performed.

Structural steel: Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes. Some structural steel may overlap with what is also considered “construction materials” (see definition above).

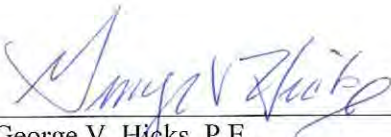
RCSA: Regulations of the Connecticut State Agencies

US: United States

VFDs: Variable frequency drives

WRRDA: Water Resources Reform and Development Act of 2014

5/28/2015
Date


George V. Hicks, P.E.
Supervising Sanitary Engineer
Bureau of Water Protection & Land Reuse

Attachment: EPA Memorandum: "Implementation of American Iron and Steel provisions of P.L. 113-76, Consolidated Appropriations Act, 2014" dated March 20, 2014.

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

MAR 20 2014

OFFICE OF WATER

MEMORANDUM

SUBJECT: Implementation of American Iron and Steel provisions of P.L. 113-76,
Consolidated Appropriations Act, 2014

FROM: Andrew D. Sawyers, Director
Office of Wastewater Management (4201M)

Peter C. Grevatt, Director
Office of Ground Water and Drinking Water (4601M)

TO: Water Management Division Directors
Regions I - X

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel (AIS)" requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Federal Fiscal Year 2014.

Section 436 also sets forth certain circumstances under which EPA may waive the AIS requirement. Furthermore, the Act specifically exempts projects where engineering plans and specifications were approved by a State agency prior to January 17, 2014.

The approach described below explains how EPA will implement the AIS requirement. The first section is in the form of questions and answers that address the types of projects that must comply with the AIS requirement, the types of products covered by the AIS requirement, and compliance. The second section is a step-by-step process for requesting waivers and the circumstances under which waivers may be granted.

Implementation

The Act states:

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the "Administrator") finds that

- (1) applying subsection (a) would be inconsistent with the public interest;
- (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out

the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

The following questions and answers provide guidance for implementing and complying with the AIS requirements:

Project Coverage

1) What classes of projects are covered by the AIS requirement?

All treatment works projects funded by a CWSRF assistance agreement, and all public water system projects funded by a DWSRF assistance agreement, from the date of enactment through the end of Federal Fiscal Year 2014, are covered. The AIS requirements apply to the entirety of the project, no matter when construction begins or ends. Additionally, the AIS requirements apply to all parts of the project, no matter the source of funding.

2) Does the AIS requirement apply to nonpoint source projects or national estuary projects?

No. Congress did not include an AIS requirement for nonpoint source and national estuary projects unless the project can also be classified as a 'treatment works' as defined by section 212 of the Clean Water Act.

3) Are any projects for the construction, alteration, maintenance, or repair of a public water system or treatment works excluded from the AIS requirement?

Any project, whether a treatment works project or a public water system project, for which engineering plans and specifications were approved by the responsible state agency prior to January 17, 2014, is excluded from the AIS requirements.

4) What if the project does not have approved engineering plans and specifications but has signed an assistance agreement with a CWSRF or DWSRF program prior to January 17, 2014?

The AIS requirements do not apply to any project for which an assistance agreement was signed prior to January 17, 2014.

- 5) What if the project does not have approved engineering plans and specifications, but bids were advertised prior to January 17, 2014 and an assistance agreement was signed after January 17, 2014?**

If the project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the approval date for purposes of the exemption in section 436(f).

- 6) What if the assistance agreement that was signed prior to January 17, 2014, only funded a part of the overall project, where the remainder of the project will be funded later with another SRF loan?**

If the original assistance agreement funded any construction of the project, the date of the original assistance agreement counts for purposes of the exemption. If the original assistance agreement was only for planning and design, the date of that assistance agreement will count for purposes of the exemption only if there is a written commitment or expectation on the part of the assistance recipient to fund the remainder of the project with SRF funds.

- 7) What if the assistance agreement that was signed prior to January 17, 2014, funded the first phase of a multi-phase project where the remaining phases will be funded by SRF assistance in the future?**

In such a case, the phases of the project will be considered a single project if all construction necessary to complete the building or work, regardless of the number of contracts or assistance agreements involved, are closely related in purpose, time and place. However, there are many situations in which major construction activities are clearly undertaken in phases that are distinct in purpose, time, or place. In the case of distinct phases, projects with engineering plans and specifications approval or assistance agreements signed prior to January 17, 2014 would be excluded from AIS requirements while those approved/signed on January 17, 2014, or later would be covered by the AIS requirements.

- 8) What if a project has split funding from a non-SRF source?**

Many States intend to fund projects with "split" funding, from the SRF program and from State or other programs. Based on the Act language in section 436, which requires that American iron and steel products be used in any project for the construction, alteration, maintenance, or repair of a public water system or treatment works receiving SRF funding between and including January 17, 2014 and September 30, 2014, any project that is funded in whole or in part with such funds must comply with the AIS requirement. A "project" consists of all construction necessary to complete the building or work regardless of the number of contracts or assistance agreements involved so long as all contracts and assistance agreements awarded are closely related in purpose, time and place. This precludes the intentional splitting of SRF projects into separate and smaller contracts or assistance agreements to avoid AIS coverage on some portion of a larger

project, particularly where the activities are integrally and proximately related to the whole. However, there are many situations in which major construction activities are clearly undertaken in separate phases that are distinct in purpose, time, or place, in which case, separate contracts or assistance agreement for SRF and State or other funding would carry separate requirements.

9) What about refinancing?

If a project began construction, financed from a non-SRF source, prior to January 17, 2014, but is refinanced through an SRF assistance agreement executed on or after January 17, 2014 and prior to October 1, 2014, AIS requirements will apply to all construction that occurs on or after January 17, 2014, through completion of construction, unless, as is likely, engineering plans and specifications were approved by a responsible state agency prior to January 17, 2014. There is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to January 17, 2014.

10) Do the AIS requirements apply to any other EPA programs, besides the SRF program, such as the Tribal Set-aside grants or grants to the Territories and DC?

No, the AIS requirement only applies to funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1432 of the Safe Drinking Water Act (42 U.S.C. 300j-12).

Covered Iron and Steel Products

11) What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

- Lined or unlined pipes or fittings;
- Manhole Covers;
- Municipal Castings (defined in more detail below);
- Hydrants;
- Tanks;
- Flanges;
- Pipe clamps and restraints;
- Valves;
- Structural steel (defined in more detail below);
- Reinforced precast concrete; and
- Construction materials (defined in more detail below).

12) What does the term 'primarily iron or steel' mean?

'Primarily iron or steel' places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.

13) Can you provide an example of how to perform a cost determination?

For example, the iron portion of a fire hydrant would likely be the bonnet, body and shoe, and the cost then would include the pouring and casting to create those components. The other material costs would include non-iron and steel internal workings of the fire hydrant (i.e., stem, coupling, valve, seals, etc). However, the assembly of the internal workings into the hydrant body would not be included in this cost calculation. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required. An exception to this definition is reinforced precast concrete, which is addressed in a later question.

14) If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product be produced in the US?

The answer to both questions is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.

15) What is the definition of steel?

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

16) What does 'produced in the United States' mean?

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the

material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.

17) Are the raw materials used in the production of iron or steel required to come from US sources?

No. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

18) If an above listed item is primarily made of iron or steel, but is only at the construction site temporarily, must such an item be produced in the US?

No. Only the above listed products made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or steel.

19) What is the definition of 'municipal castings'?

Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

Access Hatches;
Ballast Screen;
Benches (Iron or Steel);
Bollards;
Cast Bases;
Cast Iron Hinged Hatches, Square and Rectangular;
Cast Iron Riser Rings;
Catch Basin Inlet;
Cleanout/Monument Boxes;
Construction Covers and Frames;
Curb and Corner Guards;
Curb Openings;
Detectable Warning Plates;
Downspout Shoes (Boot, Inlet);
Drainage Grates, Frames and Curb Inlets;
Inlets;
Junction Boxes;
Lampposts;
Manhole Covers, Rings and Frames, Risers;

Meter Boxes;
Service Boxes;
Steel Hinged Hatches, Square and Rectangular;
Steel Riser Rings;
Trash receptacles;
Tree Grates;
Tree Guards;
Trench Grates; and
Valve Boxes, Covers and Risers.

20) What is 'structural steel'?

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

21) What is a 'construction material' for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered "structural steel". This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

22) What is not considered a 'construction material' for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and

data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

23) If the iron or steel is produced in the US, may other steps in the manufacturing process take place outside of the US, such as assembly?

No. Production in the US of the iron or steel used in a listed product requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

24) What processes must occur in the US to be compliant with the AIS requirement for reinforced precast concrete?

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.

If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

Compliance

25) How should an assistance recipient document compliance with the AIS requirement?

In order to ensure compliance with the AIS requirement, specific AIS contract language must be included in each contract, starting with the assistance agreement, all the way down to the purchase agreements. Sample language for assistance agreements and contracts can be found in Appendix 3 and 4.

EPA recommends the use of a step certification process, similar to one used by the Federal Highway Administration. The step certification process is a method to ensure that producers adhere to the AIS requirement and assistance recipients can verify that products comply with the AIS requirement. The process also establishes accountability and better enables States to take enforcement actions against violators.

Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. A step certification is a process under which each handler (supplier, fabricator, manufacturer,

processor, etc) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple. Typically, it includes the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a manufacturer's responsible party. Attached, as Appendix 5, are sample certifications. These certifications should be collected and maintained by assistance recipients.

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US. While this type of certification may be acceptable, it may not provide the same degree of assurance. Additional documentation may be needed if the certification is lacking important information. Step certification is the best practice.

26) How should a State ensure assistance recipients are complying with the AIS requirement?

In order to ensure compliance with the AIS requirement, States SRF programs must include specific AIS contract language in the assistance agreement. Sample language for assistance agreements can be found in Appendix 3.

States should also, as a best practice, conduct site visits of projects during construction and review documentation demonstrating proof of compliance which the assistance recipient has gathered.

27) What happens if a State or EPA finds a non-compliant iron and/or steel product permanently incorporated in the project?

If a potentially non-compliant product is identified, the State should notify the assistance recipient of the apparent unauthorized use of the non-domestic component, including a proposed corrective action, and should be given the opportunity to reply. If unauthorized use is confirmed, the State can take one or more of the following actions: request a waiver where appropriate; require the removal of the non-domestic item; or withhold payment for all or part of the project. Only EPA can issue waivers to authorize the use of a non-domestic item. EPA may use remedies available to it under the Clean Water Act, the Safe Drinking Water Act, and 40 CFR part 31 grant regulations, in the event of a violation of a grant term and condition.

It is recommended that the State work collaboratively with EPA to determine the appropriate corrective action, especially in cases where the State is the one who identifies the item in noncompliance or there is a disagreement with the assistance recipient.

If fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-

888-546-8740 or OIG_Hotline@epa.gov. More information can be found at this website: <http://www.epa.gov/oig/hotline.htm>.

28) How do international trade agreements affect the implementation of the AIS requirements?

The AIS provision applies in a manner consistent with United States obligations under international agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to such agreements. In general, SRF assistance recipients are not signatories to such agreements, so these agreements have no impact on this AIS provision. In the few instances where such an agreement applies to a municipality, that municipality is under the obligation to determine its applicability and requirements and document the actions taken to comply for the State.

Waiver Process

The statute permits EPA to issue waivers for a case or category of cases where EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

In order to implement the AIS requirements, EPA has developed an approach to allow for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework described below will allow States, on behalf of the assistance recipients, to apply for waivers of the AIS requirement directly to EPA Headquarters. Only waiver requests received from states will be considered. Pursuant to the Act, EPA has the responsibility to make findings as to the issuance of waivers to the AIS requirements.

Definitions

The following terms are critical to the interpretation and implementation of the AIS requirements and apply to the process described in this memorandum:

Reasonably Available Quantity: The quantity of iron or steel products is available or will be available at the time needed and place needed, and in the proper form or specification as specified in the project plans and design.

Satisfactory Quality: The quality of iron or steel products, as specified in the project plans and designs.

Assistance Recipient: A borrower or grantee that receives funding from a State CWSRF or DWSRF program.

Step-By-Step Waiver Process

Application by Assistance Recipient

Each local entity that receives SRF water infrastructure financial assistance is required by section 436 of the Act to use American made iron and steel products in the construction of its project. However, the recipient may request a waiver. Until a waiver is granted by EPA, the AIS requirement stands, except as noted above with respect to municipalities covered by international agreements.

The waiver process begins with the SRF assistance recipient. In order to fulfill the AIS requirement, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American made iron and steel products. It is essential that the assistance recipient include the AIS terms in any request for proposals or solicitations for bids, and in all contracts (see Appendix 3 for sample construction contract language). The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three conditions is met:

1. Applying the American Iron and Steel requirements of the Act would be inconsistent with the public interest;
2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Proper and sufficient documentation must be provided by the assistance recipient. A checklist detailing the types of information required for a waiver to be processed is attached as Appendix 1.

Additionally, it is strongly encouraged that assistance recipients hold pre-bid conferences with potential bidders. A pre-bid conference can help to identify iron and steel products needed to complete the project as described in the plans and specifications that may not be available from domestic sources. It may also identify the need to seek a waiver prior to bid, and can help inform the recipient on compliance options.

In order to apply for a project waiver, the assistance recipient should email the request in the form of a Word document (.doc) to the State SRF program. It is strongly recommended that the State designate a single person for all AIS communications. The State SRF designee will review the application for the waiver and determine whether the necessary information has been included. Once the waiver application is complete, the State designee will forward the application to either of two email addresses. For CWSRF waiver requests, please send the application to: cwsrfwaiver@epa.gov. For DWSRF waiver requests, please send the application to: dwsrfwaiver@epa.gov.

Evaluation by EPA

After receiving an application for waiver of the AIS requirements, EPA Headquarters will publish the request on its website for 15 days and receive informal comment. EPA Headquarters will then use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.

In the event that EPA finds that adequate documentation and justification has been submitted, the Administrator may grant a waiver to the assistance recipient. EPA will notify the State designee that a waiver request has been approved or denied as soon as such a decision has been made. Granting such a waiver is a three-step process:

1. Posting – After receiving an application for a waiver, EPA is required to publish the application and all material submitted with the application on EPA's website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at: http://water.epa.gov/grants_funding/aais/requirement.cfm
2. Evaluation – After receiving an application for waiver of the AIS requirements, EPA Headquarters will use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.
3. Signature of waiver approval by the Administrator or another agency official with delegated authority – As soon as the waiver is signed and dated, EPA will notify the State SRF program, and post the signed waiver on our website. The assistance recipient should keep a copy of the signed waiver in its project files.

Public Interest Waivers

EPA has the authority to issue public interest waivers. Evaluation of a public interest waiver request may be more complicated than that of other waiver requests so they may take more time than other waiver requests for a decision to be made. An example of a public interest waiver that might be issued could be for a community that has standardized on a particular type or manufacturer of a valve because of its performance to meet their specifications. Switching to an alternative valve may require staff to be trained on the new equipment and additional spare parts would need to be purchased and stocked, existing valves may need to be unnecessarily replaced, and portions of the system may need to be redesigned. Therefore, requiring the community to install an alternative valve would be inconsistent with public interest.

EPA also has the authority to issue a public interest waiver that covers categories of products that might apply to all projects.

EPA reserves the right to issue national waivers that may apply to particular classes of assistance recipients, particular classes of projects, or particular categories of iron or steel products. EPA may develop national or (US geographic) regional categorical waivers through the identification of similar circumstances in the detailed justifications presented to EPA in a waiver request or requests. EPA may issue a national waiver based on policy decisions regarding the public's interest or a determination that a particular item is not produced domestically in reasonably available quantities or of a sufficient quality. In such cases, EPA may determine it is necessary to issue a national waiver.

If you have any questions concerning the contents of this memorandum, you may contact us, or have your staff contact Jordan Dorfman, Attorney-Advisor, State Revolving Fund Branch, Municipal Support Division, at dorfman.jordan@epa.gov or (202) 564-0614 or Kiri Anderer, Environmental Engineer, Infrastructure Branch, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Attachments

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

Appendix 1: Information Checklist for Waiver Request

The purpose of this checklist is to help ensure that all appropriate and necessary information is submitted to EPA. EPA recommends that States review this checklist carefully and provide all appropriate information to EPA. This checklist is for informational purposes only and does not need to be included as part of a waiver application.

Items	✓	Notes
<p>General</p> <ul style="list-style-type: none"> • Waiver request includes the following information: <ul style="list-style-type: none"> — Description of the foreign and domestic construction materials — Unit of measure — Quantity — Price — Time of delivery or availability — Location of the construction project — Name and address of the proposed supplier — A detailed justification for the use of foreign construction materials • Waiver request was submitted according to the instructions in the memorandum • Assistance recipient made a good faith effort to solicit bids for domestic iron and steel products, as demonstrated by language in requests for proposals, contracts, and communications with the prime contractor 		
<p>Cost Waiver Requests</p> <ul style="list-style-type: none"> • Waiver request includes the following information: <ul style="list-style-type: none"> — Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products — Relevant excerpts from the bid documents used by the contractor to complete the comparison — Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers 		
<p>Availability Waiver Requests</p> <ul style="list-style-type: none"> • Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested: <ul style="list-style-type: none"> — Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials — Documentation of the assistance recipient's efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers. — Project schedule — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials • Waiver request includes a statement from the prime contractor and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought • Has the State received other waiver requests for the materials described in this waiver request, for comparable projects? 		

Appendix 2: HQ Review Checklist for Waiver Request

Instructions: To be completed by EPA. Review all waiver requests using the questions in the checklist, and mark the appropriate box as Yes, No or N/A. Marks that fall inside the shaded boxes may be grounds for denying the waiver. If none of your review markings fall into a shaded box, the waiver is eligible for approval if it indicates that one or more of the following conditions applies to the domestic product for which the waiver is sought:

1. The iron and/or steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
2. The inclusion of iron and/or steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Review Items	Yes	No	N/A	Comments
Cost Waiver Requests				
• Does the waiver request include the following information?				
— Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products				
— Relevant excerpts from the bid documents used by the contractors to complete the comparison				
— A sufficient number of bid documents or pricing information from domestic sources to constitute a reasonable survey of the market				
• Does the Total Domestic Project exceed the Total Foreign Project Cost by more than 25%?				
Availability Waiver Requests				
• Does the waiver request include supporting documentation sufficient to show the availability, quantity, and/or quality of the iron and/or steel product for which the waiver is requested?				
— Supplier information or other documentation indicating availability/delivery date for materials				
— Project schedule				
— Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of materials				
• Does supporting documentation provide sufficient evidence that the contractors made a reasonable effort to locate domestic suppliers of materials, such as a description of the process for identifying suppliers and a list of contacted suppliers?				
• Based on the materials delivery/availability date indicated in the supporting documentation, will the materials be unavailable when they are needed according to the project schedule? (By item, list schedule date and domestic delivery quote date or other relevant information)				
• Is EPA aware of any other evidence indicating the non-availability of the materials for which the waiver is requested?				
Examples include:				
— Multiple waiver requests for the materials described in this waiver request, for comparable projects in the same State				
— Multiple waiver requests for the materials described in this waiver request, for comparable projects in other States				
— Correspondence with construction trade associations indicating the non-availability of the materials				
• Are the available domestic materials indicated in the bid documents of inadequate quality compared those required by the project plans, specifications, and/or permits?				

Appendix 3: Example Loan Agreement Language

ALL ASSISTANCE AGREEMENT MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN SRF ASSISTANCE AGREEMENTS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE LAW:

Comply with all federal requirements applicable to the Loan (including those imposed by the 2014 Appropriations Act and related SRF Policy Guidelines) which the Participant understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Participant has requested and obtained a waiver from the Agency pertaining to the Project or (ii) the Finance Authority has otherwise advised the Participant in writing that the American Iron and Steel Requirement is not applicable to the Project.

Comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions.

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

Appendix 4: Sample Construction Contract Language

ALL CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN ALL CONTRACTS IN PROJECTS THAT USE SRF FUNDS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:

The Contractor acknowledges to and for the benefit of the City of _____ ("Purchaser") and the _____ (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including, without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Appendix 5: Sample Certifications

The following information is provided as a sample letter of step certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

The following information is provided as a sample letter of certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

TABLE OF CONTENTS

55.	MODIFICATIONS TO THE GNHWPCA STANDARD SPECIFICATIONS:	SS-30
	Modification to Section 102 Bidding Requirements and Conditions	
	102-07 Interpretations and Addenda	SS-31
	Modifications to Section 105 Control of the Work	
	105-08 Cooperation by the Contractor	SS-31
	105-14 Disputed Work	SS-32
	105-19 Communications	SS-33

**NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY**

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

§102-16 SPECIAL SPECIFICATIONS AND NOTES

55. Modifications to the GNHWPCA Standard Specifications

The Contractor is hereby notified of the following modifications to the Greater New Haven WPCA Standard Specifications, which shall be made a part of the Contract Documents and shall be strictly adhered to.

Modification to Item 102 "Bidding Requirements and Conditions"

Under Section 102 of the General Provisions of the Standard Specifications: **Delete** the first paragraph in the section and Replace with the following:

§ 102-07 INTERPRETATIONS AND ADDENDA

All questions about the meaning or intent of the Contract Documents shall be submitted to the Authority at Engineering@GNHWPCA.com , and any other parties identified in the Special Specifications and Notes, in writing. In order to receive consideration, questions must be received by Noon Local Time, at least Ten (10) Calendar Days prior to the date fixed for the receipt of bids. Any interpretations of questions so raised which in the opinion of the Authority require interpretations, will be issued by Addenda by email to all parties recorded by the Authority as having obtained the proposal blank.

Addenda will be sent via email no later than Five (5) Calendar Days prior to the date fixed for Opening of Bids. The Authority will not be responsible for oral interpretations or clarifications which anyone presumes to make on its behalf.

Modification to Item 105 "Control of the Work"

Under Section 105 of the General Provisions of the Standard Specifications: **Delete** the entire § 105-08 COOPERATION BY THE CONTRACTOR and **Substitute** the following subsection:

§ 105-08 COOPERATION BY THE CONTRACTOR

The Contractor shall give its constant and personal attention to the Work while it is in progress, or they shall place it in charge of one or more competent and reliable English speaking resident superintendents, satisfactory to the Authority and the Engineer, who shall be on site at all times during working hours with full authority to act for him and who shall have direct, hands-on supervision of the actual construction work in the field. The superintendent shall not be a foreman, operator, laborer, or anyone performing the actual work. The superintendent shall have a minimum of ten years experience as superintendent on projects of similar size and complexity. All communications given to or received from the superintendent shall be binding on the Contractor. The Contractor shall also provide an adequate staff for the proper coordination and expediting of its work.

The Contractor shall, at all times, employ labor and equipment, which shall be sufficient to prosecute the several classes of Work required on this project to full completion in the manner and time specified. All workmen must have sufficient skill and experience to properly perform the Work assigned to them. All workmen engaged on special or skilled Work shall have had sufficient experience in such Work to properly and satisfactorily perform it and to operate the equipment involved.

Any person employed by the Contractor, whom the Engineer may deem incompetent or unfit to perform the Work, shall be at once discharged, and shall not be again employed on an Authority project. In case the Contractor disagrees with the Engineer regarding the discharge of such employees, the matter may be reviewed by the Authority, and its decision shall be accepted as final.

§102-16 SPECIAL SPECIFICATIONS AND NOTES

Under Section 105 of the General Provisions of the Standard Specifications: **Delete** the entire § 105-14 DISPUTED WORK and **Substitute** the following subsection:

§ 105-14 DISPUTED WORK

If the Contractor is of the opinion that any Work ordered to be done as Contract Work by the Engineer is Extra Work, and not Contract Work, or that any order of the Engineer violates the provisions of the Contract, the Contractor shall promptly notify the Authority and the Engineer in writing of their contentions with respect thereto and the Authority shall make a finding thereon which shall be accepted by all parties as final.

All disputes arising under this Contract, or its interpretation, whether involving law or fact, or both, or Extra Work, and all claims for alleged breach of Contract, shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Authority for a decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim, but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Authority of Notice thereof.

The Work shall, in the meantime, be progressed by the Contractor as required and ordered. During the progress of such disputed Work, the Contractor and Engineer shall keep daily records and make reports of all labor, material and equipment used in connection with such Work and the cost thereof as specified in § 109-04 "EXTRA AND FORCE ACCOUNT WORK".

The Contractor shall submit in detail its claim and its proof thereof. Each decision by the Authority will be in writing.

If the Contractor does not agree with any decision of the Authority, it shall in no case allow the dispute to delay the Work, but shall notify the Authority promptly that it is proceeding with the Work under protest and it may then except the matter in question from the final release.

If the Engineer determines that the work in question is Contract Work, and not Extra Work, and that the order complained of is proper, they shall direct the Contractor to continue the disputed work and the Contractor must promptly comply. The Contractor's right to file a claim for extra compensation or damages will not be affected in any way by their complying with the directions of the Engineer, provided the Contractor continues to keep and furnish the Engineer with Force Account Reports as specified in 109 04.

If the Engineer determines that such Work is Extra Work, and not Contract Work, or that the order complained of is not proper, then the Engineer shall have prepared, if necessary, and an Order on Contract covering such Work. This will be done as soon after the determination as is practical. Adjustments in Contract Items, or the addition of new Items to the Contract necessitated by any such determination, may be made up until the time Final Agreement is submitted for payment provided that all the requirements of this subsection, "Disputed Work", and the Section entitled, § 104-03 Contingencies, Extra Work, Deductions, are complied with.

In the event the Contractor fails to furnish force account reports, such failure shall constitute a waiver of any claim of payment for disputed Work, other than for payment at the Contractor unit prices for the Work performed.

§102-16 SPECIAL SPECIFICATIONS AND NOTES

INSERT:

105-19 COMMUNICATIONS

All notices, demands, requests, instructions, approvals, proposals, changes and claims must be in writing.

Any notice or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Contract, or at other such office as the Contractor may from time to time designate in writing to the Authority, or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

All papers required to be delivered to the Authority shall, unless otherwise specified in writing, be delivered to Authority's Executive Director or his designated appointee. Any notice to, or demand upon, the Authority shall be sufficiently given if so delivered, or if received in the United States mail in a sealed, postage prepaid envelope, or if transmitted to said Authority at such address with charges prepaid by any telegraph company, or if delivered by any of the foregoing means to such other representative of the Authority, or to such other address as the Authority may subsequently specify in writing to the Contractor for such purpose. Any such notice shall be deemed to have been given as of the time of actual delivery, or in the case of mailing, when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt as the case may be.

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

TABLE OF CONTENTS

56. MODIFICATIONS TO THE GNHWPCA STANDARD TECHNICAL SPECIFICATIONS

56.A	Modification to Item 201 "Clearing and Grubbing"	SS-36
56.B	Modification to Item 205 "Trench Excavation and Backfill"	SS-36 to SS-38
56.C	Modification to Item 210 "Temporary Soil Erosion and Water Pollution Control"	SS-38 to SS-39
56.D	Modification to Item 407 "Bituminous Concrete Trench Repair"	SS-39 to SS-41
56.E	Modification to Item 512 "Sanitary Sewer"	SS-41 to SS-44
56.F	Modification to Item 516 "Sanitary Sewer Flow Control and Bypass Pumping"	SS-44 to SS-45
56.G	Modification to Item 518 "Sanitary Sewer Cleaning"	SS-46
56.H	Modification to Item 601 "Concrete for Structures"	SS-47
56.I	Modification to Item 714 "Temporary Sheet Piling"	SS-47 to SS-48
56.J	Modification to Item 971 "Maintenance and Protection of Traffic"	SS-48 to SS-52
56.K	Modification to Item 985 "Project Survey and Stakeout"	SS-52 to SS-53
56.L	Modification to Item 1208 "Sign Face -Sheet Aluminum"	SS-53 to SS-54
56.M	Modification to Item 1209 "Painted Pavement Markings"	SS-54 to SS-55
56.N	Modification to Item 1210 "Epoxy Resin Pavement Markings"	SS-55 to SS-56

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

56. Modifications to the GNHWPCA Standard Technical Specifications

The Contractor is hereby notified of the following modifications to the Greater New Haven WPCA Standard Technical Specifications, which shall be made a part of the Contract Documents and shall be strictly adhered to. The following is a list of the Specification Items modified below:

56.A Modification to Item 201 "Clearing and Grubbing"

56.B Modification to Item 205 "Trench Excavation and Backfill"

56.C Modification to Item 210 "Temporary Soil Erosion and Water Pollution Control"

56.D Modification to Item 407 "Bituminous Concrete Trench Repair"

56.E Modification to Item 512 "Sanitary Sewer"

56.F Modification to Item 516 "Sanitary Sewer Flow Control and Bypass Pumping"

56.G Modification to Item 518 "Sanitary Sewer Cleaning"

56.H Modification to Item 601 "Concrete for Structures"

56.I Modification to Item 714 "Temporary Sheet Piling"

56.J Modification to Item 971 "Maintenance and Protection of Traffic"

56.K Modification to Item 985 "Project Survey and Stakeout"

56.L Modification to Item 1208 "Sign Face -Sheet Aluminum"

56.M Modification to Item 1209 "Painted Pavement Markings"

56.N Modification to Item 1210 "Epoxy Resin Pavement Markings"

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

56.A Modification to Item 201 "Clearing and Grubbing":

The following modifications are made to Item 201 of the Standard Specifications under the "Description" heading:

Remove the existing paragraph and Insert the following paragraphs:

"This work shall consist of clearing, removing and disposal of all debris and miscellaneous structures not covered under other Contract items within the construction area and other such areas as specified or directed.

"This item shall also include the protection and/or removal and resetting of all property pins, merestones and monuments impacted by the proposed construction, fences, parking meters, newspaper boxes, traffic control structures, hand holes, mailboxes, signs, sign posts, railings, ornamental and utilitarian domestic accessories, as shown on the drawings, required to perform the proposed work or as directed by the Engineer and any other improvements as necessary to complete the work."

Under the "Payment" heading of this Item: **Remove** the pay items after the last paragraph and **Insert** the following:

Item Number	Pay Item	Pay Unit
201.01	Clearing and Grubbing	LS

56.B Modification to Item 205 "Trench Excavation and Backfill":

The following modifications are made to Item 205 of the Standard Specifications:

Under the "Description" heading of this Item: After the first paragraph, **Add** the following:

"For this Contract, there shall be no differentiation between trench excavation and structure excavation. All excavation for sanitary or storm structures shall be covered under this Item 205 as Trench Excavation as paid according to the appropriate pay item in the Bid Proposal, unless otherwise modified."

"The Contractor shall be aware that there is a possibility that he may be asked to assist the utility companies by providing trench or structure excavation, backfill and compaction for their relocation/replacement work required by this project. This work is not definite, but may occur. Utility excavation, backfill and compaction shall be paid to the Contractor under the item "Trench Excavation" included in the Bid Proposal."

Under the "Construction Details" heading of the Item: Immediately after the last paragraph, **Insert** the following three (3) paragraphs:

"The Contractor shall comply with the compaction requirements listed in Item 202 Excavation and Embankment paragraph entitled, "Construction Details", Subparagraph 6, entitled "Compaction" of the Standard Specifications."

"Suitable backfill for trenches shall be any excavated material determined to be acceptable by the Engineer. It shall not be any of the following: pavement (bituminous or concrete), rocks, boulders, pipe, conduit, metal, brick, cinders, ash, refuse, debris, stones greater than 6" in any dimension, peat, muck, silt or other organic material, broken concrete and rebar and frozen material.

Select backfill shall be defined as suitable backfill as determined by the Engineer and shall have no cobbles larger than 2 inches in size."

"All trenches and structure excavations shall be saw cut by the Contractor prior to the start of excavation. The existing pavement may be both bituminous and concrete. The Contractor shall take the appropriate measures to protect the edges of each trench excavation from damage. Any damaged edges shall be saw cut again by the Contractor prior to placement of temporary or permanent pavement to the satisfaction of the Engineer. There shall be no separate measurement or payment for trench/structure excavation sawcutting of bituminous or concrete pavement, sidewalks, driveways, etc. The cost shall be included in other Contract bid prices."

Under the "Trench and Excavation Support Systems" heading of this Item: Immediately after the last paragraph, **Insert** the following paragraph:

"To minimize the potential impacts on the existing brick sewer, which is to remain in place and use, the Contractor shall not be allowed to use Hoe-Paks or vibratory rollers on Union Avenue in the vicinity of Regulator 025, unless specifically authorized by the Engineer."

"The Contractor shall use a non-impact type excavation support structure for the proposed excavation adjacent to Regulator 025 involving the pipe trenching. The excavation support structure must be installed without the use of vibratory or impact hammers. The Contractor shall exercise special care for all excavation adjacent to the Regulator 025 and shall provide whatever temporary shoring, bracing, soil stabilization and other approved methods necessary to ensure the brick sewer is not damaged."

Jetting will not be allowed without the specific approval of the Engineer.

"The Contractor shall support and protect all existing underground utilities exposed when trenching during the installation of storm and sanitary main and lateral piping and/or structures. The method of support shall be designed subject to the approval of the Engineer. There shall be no separate measurement or payment for this work, but the cost shall be included in other Contract bid items."

Under the "Payment" heading of the Item: **Delete** the sixth paragraph and **Insert** the following:

"Test Pit payment limits performed by conventional excavation methods shall be the actual number of cubic yards excavated, measured in place, as ordered and measured by the Engineer. Test pits performed by the vacuum method shall be paid for per each such test pit performed (typical 12"x12" size and up to 12-feet deep), which price and payment shall constitute full compensation for furnishing all labor, material, tools and equipment required to complete the work and to gather the required information similar to the data required for traditional methods, complete and accepted by the Engineer."

Under the "Payment" heading of the Item: **Delete** the eighth paragraph and **Insert** the following:

"No additional payment will be made for sawcutting or removal of bituminous pavement, concrete or stone curbing or bituminous or concrete sidewalk under this item. The sawcutting and removal of concrete pavement shall be paid at the unit price bid for "Removal of Concrete Pavement"."

Under the "Payment" heading of this Item: After the last pay item, **Insert** the following:

Item Number	Pay Item	Pay Unit
205.05	Test Pit Excavation	Cubic Yard
205.06	Test Pit by Vacuum Method, Complete	Each
205.07	Removal of Concrete Pavement	Square Yard

There will be no separate payment for Backfill and Compaction the cost of which shall be included in the unit price bid for Trench Excavation and other items of work.

56.C Modification to Item 210 "Temporary Soil Erosion and Water Pollution Control":

The following modifications are made to Item 210 of the Standard Specifications:

Under the "Description" heading of this Item: After the last paragraph, **Insert** the following:

"A minimum of once a week, preferably on Fridays, and when directed by the Engineer, the Contractor shall employ the use of a mechanical street sweeper to sweep the streets within the Project area and remove the dust, silt and other debris from the paved surfaces."

"The Contractor must perform the construction in accordance with the applicable sections of the 2002 Connecticut Guidelines for Soil Erosion and Sediment Control. The Contractor will have to register for a General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities."

Under the "Materials" heading of this Item: Immediately after the last paragraph, **Insert** the following two (2) paragraphs.

"Filter devices, such as Silt Sack® by ACF Environmental, Dandy Curb Sack manufactured by Dandy Products, Inc., or equivalent, shall be used to collect silt and debris in existing and proposed catch basins. Hay bales and silt fence are not acceptable."

"Other materials, which are acceptable for use on this project are hay bales, silt fence, tracking pads and any other materials acceptable to the Engineer. All materials shall conform to the 2002 Connecticut Guidelines for Soil Erosion and Sediment Control."

Under the "Construction Details" heading of this Item: Immediately after the third paragraph under "Schedule of Work", **Insert** the following:

"The Contractor shall inspect all soil erosion and water pollution control devices on at least a weekly basis and within 24 hours after every rainfall event greater than 0.2 inches. Silt Sacks® and other filtration devices shall be cleaned/changed on the manufacturer's recommended schedule or as directed by the Engineer."

Under the "Construction Details" heading of this Item: After the last paragraph, **Add** the following:

"The cost for the use of street sweeping equipment, including the cost to store or rent it and the labor to operate it, shall be included in the price bid per day for "Mechanical Street Sweeping"."

Under the "Construction Details" heading of this Item: Under the "**Pay Unit**" heading, **Remove** the word "Allowance" and replace it with "Lump Sum" for Item Number 210. Under Item Number 210, **Add** the following pay item:

Item Number	Pay Item	Pay Unit
210.10	Mechanical Street Sweeping	Day

56.D Modification to Item 407 "Bituminous Concrete Trench Repair":

The following modifications are made to Item 407 of the Standard Specifications:

Under the "Description" heading of this Item: After the first paragraph, **Add** the following paragraphs:

"The Contractor is notified that both temporary and permanent trench restoration is required as part of this Contract. The Contractor shall perform temporary bituminous concrete trench repair where shown on the plans or where directed by the Engineer to maintain pedestrian/vehicular access and to allow for trench settlement. Each trench excavation shall have a minimum of 60 days for settlement before permanent pavement / sidewalk / driveway is installed. Permanent trench restoration will be required at the locations shown on the plans and where directed by the Engineer. The plans also show areas of the project to be milled and overlaid after trench restoration is final. The Contractor shall be responsible for the resetting of any new or existing curb boxes, valve boxes, catch basins and manholes, and other utility structures within the new pavement areas, including sidewalk and driveway areas, to final grade. The cost of the resetting to final pavement grade shall not be measured separately for payment, but shall be included in other Contract bid items."

"Preceding a winter shutdown, and with the direction of the Engineer, the Contractor may be required to overlay completed sections of work within the roadways with a one inch (1") skim coat of bituminous concrete (Class 2)."

"Unless otherwise directed by the Engineer, temporary bituminous concrete shall be used as a temporary surface for sidewalk and driveways when necessary to maintain access. Determination of its use will be made by the Engineer. All use of temporary pavement for damaged areas beyond the allowable trench limits described in the Contract Documents shall be made at the Contractor's cost."

Under the "Description" heading of this Item: After the last paragraph, **Add** the following paragraph:

"The Contractor will be responsible for placing a permanent utility trench pavement repair in all utility relocation trenches performed by the respective utility company. The utility company is responsible for placing a temporary pavement patch in their trenches, but the Contractor for this Project shall remove that temporary patch, saw cut any damaged edges of pavement, to the Engineer's satisfaction, and install the required permanent pavement section to match the

details on the drawings during the final pavement operations.”

Under the “Construction Details” heading of this Item: After the last paragraph before “Temporary Pavement”, **Insert** the following paragraphs:

“When a skim coat is required, it shall extend no less than two feet (2’) on either side of the temporary and/or permanent trench pavement as directed by the Engineer. The skim coat edge shall be in a neat line and feathered into the existing pavement so as to make a smooth transition.”

“Once the skim coat is installed, the Contractor shall stripe and mark all intersections, crossings, school areas, centerlines, etc. in the newly paved sections; those temporary markings shall be painted in accordance with the City’s Traffic and Parking requirements.”

“Unless otherwise approved by the Engineer, no permanent pavement shall be installed from December 1st to April 1st.”

“Prior to placing an overlay, all milled bituminous surfaces shall receive a tack coat immediately prior to placing the overlay. All bituminous surfaces, which have been in place longer than five (5) calendar days, shall receive a tack coat. The tack coat material shall meet the requirements of CONNDOT Form 816, Section M.04.01 and be placed at the rate of 0.05 to 0.15 gallons per square yard. The tack coat will not be paid for separately, but included in the price bid for the various bituminous pavement pay items.”

Under the “Construction Details” heading of this Item: Under “Temporary Pavement”, **Delete** the third sentence and **Replace** it with the following sentences:

“During the paving season, Class 2 mix shall be used; in winter months after November 15th, Class 5 (Cold Patch) will not be allowed within City streets, unless otherwise authorized by the City and the Engineer. The use of a minimum 2-inch thickness of “Hybrid Asphalt” (such as **Wespro**, QPR High Performance Pavement Repair, or equivalent) to temporarily seal open trench excavations, or as a skim coat, may be used with the approval of the Engineer.”

Under the “Measurement” heading of this Item: **Remove** the first paragraph and **Replace** it with the following:

“The work will be measured for payment by the number of square yards within the payment limits shown on the plans for the pay items: “Temporary Pavement Trench”, “Bituminous Concrete Base Class 4”, “Bituminous Concrete Overlay (including milling)”, “Bituminous Concrete Cold Patch” and “Hybrid Asphalt”, and by the number of tons for the pay item, “Bituminous Concrete Skim Coat”, shown below.”

"The bid for Union Avenue permanent trench repair and utility trench permanent pavement work is 8" of Class 4 (2 courses of 4") on 13" of processed for "Collector" roads. All pavement is measured at the square yard unit price bid per course placed."

"These bids should reflect that when the processed is placed there is no separate measurement or payment for extra processed needed to make up for any lost in the removal of the temporary pavement."

Under the "Measurement" heading of this Item: **Remove** the third paragraph and **Replace** it with the following:

"The maximum pay limits shall conform to the details shown on the Contract Drawings."

Under the "Payment" heading of this Item: At the end of the third paragraph, **Insert** the following paragraphs:

"The cost of any base material will be paid under the item for "Processed Aggregate Base". The pay item for all trench repair shall include excavation for placement of pavement and the furnishing and placing of all courses of pavement depths as shown in the respective detail.

"All pavement unit prices bid shall include the cost for saw cutting and to reset all existing or new grates, covers and frames to meet final grade whether in trench repair or overlay areas."

"The unit prices for "Bituminous Concrete Cold Patch (Class 5)" or "Hybrid Asphalt" shall include the maintenance of the winter patch during the entire winter season until a temporary "hot" bituminous pavement can be utilized. In other words, the Contractor shall only be entitled to payment for the initial placement of the winter patch material and all maintenance costs shall be included in the unit price bid."

Under the "Payment" heading of this Item: After the last paragraph, **Remove** the pay items and **Insert** the following:

Item Number	Pay Item	Pay Unit
407.01	2" Class 2 Temporary Pavement Trench in Roadways	SY
407.10	Bituminous Concrete Trench Repair Class 4, Thickness 8" (2-4" lifts)	SY
407.20	Bituminous Concrete Overlay, Class 2, 2" Thick	SY
407.51	Bituminous Concrete Skim Coat, Class 2, 1-inch Thickness	TON
407.60	Bituminous Concrete Cold Patch, (Class 5)	SY
407.70	Hybrid Asphalt (2" thickness)	SY

56.E Modification to Item 512 "Sanitary Sewer":

The following modifications are made to Item 512 of the Standard Specifications:

Under the "Construction Details" heading of this Item: Immediately after the last paragraph of 1. Pipe Laying: **Add** the following:

"The Contractor shall support and protect all existing underground utilities exposed when trenching during the installation of sanitary main and lateral piping and/or structures. The method of support shall be subject to the approval of the Engineer. There shall be no separate measurement or payment for this work, but the cost shall be included in other Contract bid items."

Under the "Construction Details" heading of this Item: Immediately after the last paragraph under "8.B. Low Pressure Air Testing", **Add** the following paragraphs:

"When sanitary sewers are active and air testing between manholes is not possible, leakage testing shall be performed by isolating and testing each pipe joint in accordance with the following:

Testing of Active Sewers

- a) Application: This technique for sewer pipe joint testing is used to test the integrity of individual pipe joints after backfilling and before or after existing sewage flows are re-established. This test shall be utilized when sanitary sewer installation includes connections to existing live sewers and/or service laterals.
- b) Test Medium: A fluid (maximum viscosity of 2 centipoise) shall be used as the test medium. Both liquid (usually water) and air are acceptable but the test procedure is different for each.
- c) Equipment: The basic equipment used shall consist of a television camera, joint testing device (such as a packer) and test monitoring equipment. The equipment shall be constructed in such a way as to provide means for introducing the test medium under pressure, into the VOID area created by the expanded ends of the joint-testing device and means for continuously measuring the actual static pressure of the test medium at and within the VOID area only.
- d) VOID pressure data shall be transmitted electronically from the VOID to the monitoring equipment. Example: via a TV picture of a pressure gage located at the VOID, or via an electrical pressure transducer located at the VOID.
- e) All test monitoring shall be above ground and in a location to allow for simultaneous and continuous observation of the television monitor and test monitoring equipment by the Engineer.
- f) Test Procedure: Each sewer pipe joint which is not visibly leaking shall be individually tested at a test pressure equal to Y2 psi per vertical foot of pipe depth (not exceeding a test pressure of 10 psi) in accordance with one of the following procedures:

1. Air Test Procedure:

- a. The testing device shall be positioned within the line in such a manner as to straddle the pipe joint to be tested.
- b. The testing device ends (end elements, sleeves) shall be expanded so as to

isolate the joint from the remainder of the line and create a VOID area between the testing device and the pipe joint. The ends of the testing device shall be expanded against the pipe with sufficient pressure to contain a minimum of 10 psi within the VOID without leakage past the expanded ends.

c. Air shall then be introduced into the VOID area until a pressure equal to or greater than the required test pressure is observed with the VOID pressure monitoring equipment. If the required test pressure cannot be developed (due to joint leakage), the joint will have failed the test and shall be sealed as specified elsewhere.

d. After the VOID pressure is observed to be equal to or greater than the required test pressure, the airflow shall be stopped. If the VOID pressure decays by more than 2 psi within 15 seconds (due to joint leakage), the joint will have failed the test and shall be repaired as directed by the Engineer.

2. Control Tests: Prior to starting the pipe joint testing phase of the work, a two-part control test shall be performed as follows:

a. To insure the accuracy, integrity and performance capabilities of the testing equipment, a demonstration test will be performed in a test cylinder constructed in such a manner that a minimum of two known leak sizes can be simulated. This technique will establish the test equipment performance capability in relationship to the test criteria and insure that there is no leakage of the test medium from the system or other equipment defects that could affect the joint testing results. If this test cannot be performed successfully, the Contractor shall be instructed to repair or otherwise modify his equipment and re-perform the test until the results are satisfactory to the Engineer. This test may be required at any other time during the joint testing work if the Engineer suspects the testing equipment is not functioning properly.

b. After entering each manhole section with the test equipment, but prior to the commencement of joint testing, the test equipment shall be positioned on a section of sound sewer pipe between pipe joints and a test performed as specified. This procedure will demonstrate the reliability of the test equipment, so no joint will test in excess of the pipe capability. Should it be found that the barrel of the sewer pipe will not meet the joint test requirements, the requirements will be modified as necessary.

3. Test Records: During the joint testing work, records shall be kept which include:

- a. Identification of the manhole section tested.
- b. The test pressure used.
- c. Location (footage) of each joint tested.
- d. A statement indicating the test results (passed or failed) for each joint tested.
- e. A copy of the video record shall be submitted to the Authority.

Under the "Construction Details" heading of this Item: **Replace** the first sentence under "8.D. Inspection by Closed Circuit TV Camera" with the following:

"All newly completed sanitary sewers shall be cleaned in accordance with Item 518 and

televised in accordance with Item 522 of the Standard Specifications. This work shall not be measured for payment, but the cost shall be included in the unit price bid for the various sewer pipes."

Under the "Measurement and Payment" heading of this Item: In sub-paragraph 8. and at the end of the sentence, **Add** the following sentence:

"Backfill and compaction shall not be measured or paid separately, but the cost shall be considered included in the unit price bid for sanitary sewer pipe."

Under the "Measurement and Payment" heading of this Item: Immediately after the last paragraph, **Insert** the following:

"10. There will be no direct payment for coring through temporary sheeting or sheeting left in place for the installation of piping, but the cost thereof shall be included in the Contract per linear foot unit price bid for the various pipe items listed in the bid."

Under the "Construction Details" heading of this Item: On page 106, under paragraph 8.B Low Pressure Air Testing: **Delete** the text, "ASTM C024-02" from the last sentence and **Replace** it with "ASTM C924-02"

Under the "Construction Details" heading of this Item: on page 207, under paragraph 8.B Low Pressure Air Testing: Immediately after the last sentence, **Insert** the following:

"This section applies to pipes 24 inches in diameter or less. Piping larger than 24 inches in diameter shall be tested by water exfiltration test. The procedure for water exfiltration test shall conform to the following standards:

- 1 Section 523 of the Standard Specifications.
- 2 ASTM C969-02, Standard Practice for Infiltration and Exfiltration Acceptance Testing of Installed Precast Concrete Pipe Sewer Lines.

Where the two standards are in conflict, the more stringent requirement shall apply."

56.F Modification to Item 516 "Sanitary Sewer Flow Control and Bypass Pumping":

The following modifications are made to Item 516 of the Standard Specifications:

Under the "Description" heading of this Item: Immediately after the last paragraph, **Insert** the following paragraphs:

"Should sewer laterals not shown on the Contract Drawings be discovered by the Contractor, the cost for abandoning, bypassing and reconnecting them shall be measured and paid at the same unit prices bid for sewer laterals shown on the drawings."

"The Contractor also shall control flows in all combined, storm sewer and sanitary sewer systems in conjunction with the installation of the proposed piping and structures."

Under the "Materials and Equipment" heading of this Item: Immediately after the last paragraph, **Insert** the following:

"All grinder and other pumps or generators used for dewatering and for maintenance (bypass) of flow shall be silenced to the maximum extent possible « 100 dBA) during the workday, unless otherwise approved by the Engineer. For bypass operations from 10:00 PM to 7:00 AM, all equipment running continuously, or periodically, must be critically silenced and not exceed a maximum decibel level of 35 dBA. Silencing methods shall include upgraded mufflers, more efficient pump design, air operated pumps, sound shield enclosures, etc. The Contractor shall submit his proposed pumping equipment and silencing methods and anticipated decibel levels to the Engineer for approval."

Under the "Construction Details" heading of this Item: Immediately after paragraph 6. of A. Submittals, **Insert** the following:

"7. The Contractor shall provide a minimum of 48 hours written notification to the Property Owner and the Authority prior to any bypassing operation."

56.G Modification to Item 518 " Sanitary Sewer Cleaning":

The following modifications are made to Item 518 of the Standard Specifications:

Under the "Measurement and Payment" heading of this Item: **Add** the following:

"It shall be the responsibility of the Contractor to contact South Central Connecticut Regional Water Authority (RWA) to determine, and comply with all permit conditions and requirements. GNHWPCA, Local Fire Departments and RWA will require bi-weekly pre-cleaning meetings with the Contractor to designate all available fire hydrants for sewer cleaning use based on the Contractor's schedule. Contractor shall assume that there are fire hydrant(s) available within two (2) miles from the location of the cleaning operations. A \$10,000.00 fine (deduct item) will be assessed to the Contractor for the use of fire hydrants not approved in the bi-weekly pre-cleaning meeting with RWA, Local Fire Departments, and GNHWPCA.

All water cost and water related permits/fees are a pass-through cost without markup or any additional fees. Payments for water use and water related permits/fees shall be made by the Contractor and reimbursed by the Authority.

New Haven - Water from hydrants in New Haven is available through RWA from April 1 through October 31. Any equipment which is intended to store or transport water must be first inspected by the Cross Connections Department of the RWA. Contact Gino Lavorgna at (203) 401-2696 to schedule an appointment. Once the equipment inspection has passed, a Field Inspection Report will be issued. A hydrant permit must then be obtained from the New Haven Fire Department. Once the hydrant permit is obtained, Contractor should bring a copy of the Field Inspection Report and the Hydrant Permit to Vivien Carrano 203-401-2697 at RWA, 90 Sargent Drive, New Haven, to obtain a hydrant meter and backflow preventer from RWA. RWA requires a deposit of \$1,000, cash or check only. The meter is read upon its return to RWA at the completion of the project. The usage is deducted from the deposit, and a check will be mailed for any refund due. If the usage is greater than the deposit, a bill will be sent for the balance due. Water from hydrants is not available from November 1 to March 31.

Hamden, East Haven & Woodbridge - Water from hydrants is available through RWA from April 1 through October 31. Any equipment which is intended to store or transport water must be first inspected by the Cross Connections Department of the RWA. Contact Gino Lavorgna at (203) 401-2696 to schedule an appointment. Once the equipment inspection has passed, a Field Inspection Report will be issued. Contractor should bring a copy of the Field Inspection Report to Vivien Carrano 203-401-2697 at RWA, 90 Sargent Drive, New Haven, to obtain a hydrant meter and backflow preventer from RWA. RWA requires a deposit of \$1,000, cash or check only. The meter is read upon its return to RWA at the completion of the project. The usage is deducted from the deposit, and a check will be mailed for any refund due. If the usage is greater than the deposit, a bill will be sent for the balance due. Water from hydrants is not available from November 1 to March 31. Permits from the local Fire Department are not required; however the Contractor shall notify the Fire Department daily the location of the approved hydrants being used for sewer cleaning purposes.

Water is also available through the RWA from bulk water fill stations located at: 58 East industrial Road, Branford

Leonardo Drive (Lot 10), North Haven

Crestway Drive, Hamden (Open all year round)

Panagrossi Circle, East Haven

McCausland Court, Cheshire

Water at the bulk fill station is available from April 1 through October 31. The bulk water fill stations are open 7 days a week, 24 hours a day. Keys to operate the station are available for \$100 deposit. Multiple keys may be obtained, but a deposit of \$100 is required for each key. All usage information is recorded on the key and downloaded once a month. The usage is deducted from the key deposit. Upon depletion of the deposit, a bill will be sent for the balance due.

56.H Modification to Item 601 "Concrete for Structures":

The following modifications are made to Item 601 of the Standard Specifications:

Under the "Measurement" heading for this Item: After the paragraph for 3. Miscellaneous Material, **Add** the following paragraph:

"4. **Miscellaneous Concrete:** This material shall be Class A or Class F concrete to be used for encasements, cradles, thrust blocking and other similar miscellaneous concrete as detailed on the Contract Drawings, or as directed by the Engineer, and shall include the required reinforcement as detailed or directed."

"5. **Miscellaneous Structural Concrete:** This material shall be Class A or Class F concrete to be used for walls, steps, copings, endwalls, concrete collars, structure field modification, etc.,

as detailed on the Contract Drawings, or as directed by the Engineer, and shall include the required reinforcement as detailed or directed."

Under the "Payment" heading of this Item: **Add** the following after the last paragraph under 2. Underwater Concrete:

"3. **Miscellaneous Concrete:** This material will be paid for at the Contract unit price per cubic yard for "Miscellaneous Concrete" and "Miscellaneous Structural Concrete", respectively, complete in place, which price shall include all materials, including reinforcement, equipment, tools, labor and work incidental thereto, including formwork, heating, admixtures and joint sealer, to place the material as detailed or directed by the Engineer."

Under the last item, 601.04, **Add** the following bid items:

<u>Item Number</u>	<u>Pay Item</u>	<u>Pay Unit</u>
601.05	Miscellaneous Concrete	CY
601.06	Miscellaneous Structural Concrete	CY

56.I Modification to Item 714 "Temporary Sheet Piling":

The following modifications are made to Item 714 of the Standard Specifications:

Under the "Description" heading of this Item: After the first paragraph, **Add** the following:

"All sheeting utilized for this project is assumed to be temporary unless otherwise shown on the Contract Documents. However, the Contractor has the option of leaving temporary sheet piling in place for his convenience at no additional cost to the Authority. It must, however, be cut in accordance with the Item 713 of the Standard Specifications or as directed by the Engineer."

"Sheeting must not be vibrated or driven in Union Avenue. All work shall be done in a manner to minimize vibration and damage to the brick sewer. The use of temporary sheeting in other locations shall conform to the Contract Specifications and Drawings. **The Contractor shall use vacuum excavation as needed to ensure that no utilities are severed by installation of the required sheeting at no additional cost.** There shall be no separate measurement or payment for the use of temporary sheeting, including a slide rail system. The cost of furnishing it, its installation and its removal shall be included in the unit cost bid for all storm and sanitary piping and structures."

Under the "Measurement" heading of this Item: **Add** the following:

"The vertical payment limits for "Temporary Wood Sheet Piling Left-in-Place" shall be from the invert elevation, or the bottom of structure elevation, to finished grade.

Under the "Payment" heading of this Item: After the first paragraph, **Add** the following:

"Should the Engineer direct the Contractor to leave temporary sheet piling in place, the

Contractor shall be paid for temporary steel sheet piling left in place under the square foot unit price bid for "Permanent Steel Sheet Piling" and for temporary wood sheet piling left in place under the square foot unit price bid for "Temporary Wood Sheeting Left-In-Place".

56.J Modification to Item 971 "Maintenance and Protection of Traffic":

The following modifications are made to Item 971 of the Standard Specifications:

Under the "Description" heading of this Item: Immediately after the first paragraph, **Insert** the following:

"This item includes installation, maintenance, relocation and removal of all maintenance and protection of traffic devices shown on the Improvements to Regulators 034 and 025 plans and any other devices that may be required. Maintenance and Protection of Traffic Plans (MP&T) included in the Contract Drawings are provided for guidance and depict the minimum requirements. All signs and traffic control devices may not be shown. It is the Contractor's sole responsibility to provide all signs, sign supports, devices and appurtenances necessary to maintain pedestrian and vehicular traffic safely throughout the work zone in complete compliance with all City of New Haven and Connecticut Department of Transportation requirements. The traffic signing, barrier curbing, detours, etc. necessary will require change during the life of the Contract."

"The Contractor shall be required to place his/her name on the back of every temporary traffic sign/device placed throughout the site. The name shall remain in place for the duration of the Contract. Each sign shall be reviewed by the Engineer for this name tag and any payment due for MP&T shall be withheld until all project signs are so marked. This information will be used to determine sign device ownership at the end of the project."

"The Contract Documents contain a recommended and approved Traffic Detour Plan and Maintenance & Protection of Traffic Plan for various phases of construction under the Improvements to Regulators 034 and 025 project work. The Contractor may propose variations/modifications to the MP&T Plan only, which shall be submitted within ten (10) days of award of the Contract to the Authority, the City of New Haven Department of Transportation, Traffic and Parking (NHDTTP), Connecticut Department of Transportation, and the Engineer for review. Any variations/modifications to the MP&T Plan shall be prepared and submitted at no additional cost to the Authority. The Contractor must allow up to four (4) weeks for the review and approval of the modified plan. The final plan must provide for the minimum one-way or two-way traffic and lane sizes shown on the recommended plan. Any detouring of traffic shall be in accordance with the final approved plan and with the current City of New Haven standards, CT DOT Standards and the Manual of Uniform Traffic Control Devices, as amended."

"The Contractor is hereby reminded to the fact that a MP&T Plan also will be required for Restoration Work, which shall include, but not limited to, replacement of sidewalks, driveway and curbing, tree planting, landscaping restoration, the placement of bituminous concrete pavement, milling and the placement of bituminous overlay. During those times, pedestrian and vehicular traffic will be maintained and access to all properties, including businesses, will be maintained at all times. The restoration MP&T Plan shall be submitted, as stated above, for review and approval within thirty (30) days of the Contract Award. The cost of the preparation and submittal of this Restoration MP&T Plan shall be included in the lump sum price bid for

Project MP&T."

"Refer to Section 14."Construction Traffic, Scheduling and Access" of the Special Specifications and Notes and the approved MP&T Plans and notes for work hours, lane widths and other requirements."

"No street shall be completely closed to traffic at any time without specific prior written approval of the NHDOTP."

"Prior to the commencement of any activity, which could impede or interfere with the normal movement of traffic, the Contractor shall notify the City of New Haven Department of Police Services or the State of Connecticut and request an off-duty police officer to act as a trafficman. **Should the Contractor utilize his own employees as trafficmen, no separate payment for this labor will be allowed.**"

Under the "Materials and Methods" heading of this Item: Under 1. *Access*, **Add** the following paragraph after the last paragraph:

"The Contractor shall maintain access to all driveways, residences and businesses. He shall provide whatever signs are necessary to assist open businesses, pedestrian traffic and revised parking conditions. The Contractor shall plan for providing special signage, beyond those required in the approved MP&T Plan and Detour Plan, that shows local businesses are open and that shows how vehicles are to be parked. See Item 1208 of the Standard Specifications and modifications to Item 1208 in the Special Specifications and Notes (paragraph 56.S)."

Under the "Materials and Methods" heading of this Item: Under 2. *Detours*, **Add** the following after the first paragraph:

"The Contractor shall install detour signage one (1) week prior to detour implementation and cover each sign. The Engineer, Connecticut Department of Transportation, and the City will then inspect the signage prior to uncovering. The Contractor shall include warning signage for the public that warns of new traffic patterns being installed for construction beginning as of a specific date (the Contractor shall fill in the date in accordance with his schedule)."

Under the "Materials and Methods" heading of this Item: Under 3. *Signs*, **Add** the following after the first paragraph:

"All construction signs shall conform to Section 12.20 Construction Signs -Type III Reflective Sheeting of the CT DOT, Form 816, 2004, latest revision. All construction signs shall have the Contractor's name on the back of each sign."

"Any additional traffic/detour signs of a type shown on the approved MP&T Plans, Contract Details or City/State Standards that are requested by the Authority, the City or the Engineer shall be included in the lump sum price bid for MP&T. Any special signs required by the Authority, the City or the Engineer of a type not shown on the approved MP&T Plans, Contract Details or City/State Standards shall be measured and paid at the square foot price bid in conformance with Item 1208 of the Standard Specifications and any Modifications to Item 1208 in the Special Specifications and Notes (paragraph 56.S)."

Under the "Materials and Methods" heading of this Item: Under 9. *Trafficmen*, **Delete** the third

paragraph in its entirety.

Under the "Materials and Methods" heading of this Item: After 9. *Trafficmen*, **Add** the following paragraphs:

"11. Bus Passage and Bus Stops: The Contractor shall coordinate the construction activities with the City of New Haven Department of Transportation, Traffic and Parking to allow for the safe passage of all buses. The Contractor shall adjust his construction traffic patterns, as required, to allow for that safe passage. Several bus stop locations are shown in the MP&T Details. All locations may not be shown. The Contractor shall verify all current bus stop locations and schedules within the Project limits, or that will potentially be affected by the construction operations, with the City. The Contractor shall adjust his operations to minimize impacts to the bussing operations. All bus stop locations, if required, shall be temporarily relocated to within 200-feet of the current location and clearly marked with temporary signs. The relocation work will be reviewed and approved by the City before and changes are made. All of cost of the coordination work, including research, relocating the bus stops, temporary signage, removal of the temporary bus stop and signage, and the restoration of the bus stop and signage in its original location, all to the satisfaction of the City, shall be included in this work and the MP&T lump sum price bid."

"12. Safety Fence: Safety fencing shall be provided for all work areas for separation of pedestrians from the work zone. The fence shall be six (6) foot high, galvanized, chain link type fencing with pipe supports (or approved equal) to allow for moving/relocating at the various work areas. Screening shall be provided when required by the City or the Authority. No trench will be allowed to remain open during non-working hours."

Under the "Measurement and Payment" heading of this Item: Immediately after the last paragraph, **Insert** the following:

"The Contractor shall include in the lump sum price bid for Item 971" Maintenance and Protection of Traffic, the cost of all State and Local permits, including City of New Haven fees associated with the bagging and/or removal of existing parking meters, as well as, removing vendor parking spaces from use, as required to perform the work stipulated in the Contract Documents. It is anticipated that the City of New Haven will require a payment in the amount of twenty dollars (\$20.00) per day for the loss of each meter and vendor space. The Contractor shall include this daily cost in the lump sum price bid for Item 971. The Contractor shall submit invoices from the City of New Haven with each monthly payment requisition to the Authority for the meters that were taken out of service, or bagged.

"The Contractor shall also include in his work the services of a Traffic Signal Subcontractor, approved by the CT DOT and the City of New Haven, to adjust traffic signal timings along the proposed construction and detour routes, as required by CT DOT and the City Department of Transportation, Traffic and Parking, and for the adjustment of any traffic cameras currently controlling traffic signals. This work shall include modifying existing traffic controller programming, cabinet load switches and detection assignments to provide the revised operation as shown on the signal time programming sheets to be provided to the Contractor or as directed by the Engineer. The modification shall include revisions to the timing and sequence, coordination and pre-emption. The modification of the traffic signal controller program shall be performed by a representative of the controller manufacturer. Any material in question shall be approved by the Engineer prior to installation. All revisions to the cabinet shall be neat and orderly. All changes, additions and deletions shall be documented, dated and drawn on the

reproducible original or a reproducible copy of the traffic signal time programming sheets. Two paper copies shall be furnished to the Engineer upon completion of the revision. The Contractor shall assume modifications at each location (signalized intersection) will be performed four (4) different times (prior to detour / construction, during construction (twice) and post construction) or as directed by the Engineer. The actual locations and number of the signalized intersections requiring adjustments will be determined during construction. This work shall be measured by each adjustment, as ordered by the Engineer, and paid at the Contract unit price bid for "Traffic Signal Subcontractor Timing Adjustment". The Contractor shall include in the unit price bid all costs associated with hiring the Subcontractor, coordination with CT DOT and the City, camera adjustments, controller programming revisions, components, hardware, tools, equipment and labor as required to modify/adjust the existing controllers, including documentation for each timing revision and location."

"During construction within the roadway at intersections, the Contractor shall anticipate that existing electrical/telecommunications conduits and associated wiring, and direct buried wiring, for traffic signals, pedestrian controls, etc. may be impacted and damaged. The Contractor shall take every precaution to protect and maintain these conduits/direct buried wires. Should these conduits/wires be in conflict with the proposed work and require removal/relocation, the Contractor shall restore the conduits and wiring to original or better condition and restore active service as required and ordered by the Engineer. The Contractor will hire an electrical/telecommunications contractor, if required, to ensure service is restored completely and properly. The cost for this work including the maintenance and protection of the conduits/wiring, coordination with the electric and telecommunications owner, the removal and replacement of the conduits/wiring (up to a maximum conduit size of 2" and a wire gauge range of #8 to #14), hiring an electrical or telecommunications contractor, and any materials, tools, labor and equipment necessary to restore damaged or removed conduits/wiring, shall be measured and paid on a per linear foot basis, only for conduits/wiring directly in conflict with the proposed work, under "Removal/Restoration of Electrical/Telecommunications Conduits and Wiring"."

"Upon completion of the final pavement, and when directed by the Engineer, the Contractor shall provide and install traffic signal sensors and new pavement markings to replace existing pavement markings and traffic sensors removed during construction. Striping shall be in accordance with and paid for under the appropriate item in the Standard Specifications (see Items 1209 and 1210). The cost of replacing damaged traffic signal sensors shall be in accordance with Item 1111 of the Standard Specifications and paid for under the bid item for "Loop Vehicle Detector and Sawcut"."

"During the construction period, and to support the Maintenance and Protection of Traffic, the Contractor will be required / directed to place temporary pavement striping/markings/symbols at several different locations and times during the various construction phases to maintain construction traffic patterns. These temporary pavement striping/markings/symbol applications may be either a fast-drying paint or tape or epoxy, as directed by the Engineer. Temporary paint, if necessary, shall be removed by grinding only. The installation and removal of temporary striping/markings paint/tape will be measured and paid in accordance with the respective pay item shown in the Bid Proposal for each time the marking is placed. No separate measurement or payment will be made for the removal of existing pavement markings in conflict with the temporary markings or for removal of the temporary markings. Each unit price bid shall include the removal of existing pavement markings in conflict and the furnishing and installation of the new temporary striping/markings/symbol as shown on the Detour Plans, or as directed by the Engineer, and the removal of the temporary pavement marking at each stage of

construction to fit the new detour scheme. Temporary pavement striping/markings/symbols shall conform to the applicable portions of Standard Specifications and/or Sections 12.09, 12.10, 12.11 and 12.12 of the CTDOT Form 816."

"This lump sum item shall include all construction signage, sign supports in accordance with City/State standards and details, cones, drums, barricades, flashers, fencing, high mounted internally illuminated flashing arrows, impact attenuators in accordance with City/State standards and details, and any other appurtenances or devices required to complete the work of the approved MP&T Plans, Detour Plans and City/State Standards to the satisfaction of the Engineer. City Police, State Police, Uniformed Trafficmen (Flaggers), removal of existing pavement markings as directed by the Engineer, temporary pavement markings, and changeable message signs are not included and shall be measured separately for payment under their respective bid item."

"Unless otherwise specified, the work necessary to achieve the above conditions will be paid for according to Item 971 of the Standard Specifications. Note that the price for "Maintenance and Protection of Traffic" shall include all costs for labor, equipment and services involved in the erection, maintenance, moving, adjusting, relocating, and storing of all traffic control signs and devices. No markup of subcontractor's fee permitted for item 971.2"

Under the "Payment" heading of this Item: **Delete** the existing pay items and **Replace** them with the following:

<u>Item Number</u>	<u>Pay Item</u>	<u>Pay Unit</u>
971.1	Maintenance and Protection of Traffic	Lump Sum
971.2	Traffic Signal Subcontractor Timing Adjustment	Allowance

56.K Modification to Item 985 "Project Survey and Stakeout":

The following modifications are made to Item 985 of the Standard Specifications:

Under the "Construction Details" heading and under the "Project Survey and Stakeout" heading of this Item: **Add** the following paragraph after the last paragraph:

"The Contractor shall locate all existing signs within the Project limits prior to any construction. This survey data will be used to re-establish existing signage. The information will be placed on a copy of the Contract Drawings and submitted to the Engineer. The information shall contain sufficient dimensions, descriptions and details to re-establish all signs."

Under the "Construction Details" heading and under the "Project Survey and Stakeout" heading of this Item: **Add** the following paragraph after the first paragraph:

"The Contractor shall be required to maintain a set of "As-Built" prints in the Contractor's Field Office that are red-marked on a weekly basis that show the construction progress and as-built field information. These prints shall be updated by noon on each Friday, at a minimum, and shall be available for the Engineer to review. There shall be no separate measurement or payment for maintaining this red-marked set of prints with as-built information. It shall be included in the lump sum bid for this Item."

Under the "Measurement" heading of this Item: **Delete** the sentence and **Add** the following:

"Payment for this Item will be made on a monthly basis using the Lump Sum price bid in the Bid Proposal."

Under the "Payment" heading of this Item: **Delete** the second sentence and **Replace** it with the following:

"Monthly payments will be made under this work up to 75% of the total Lump Sum amount. The remaining 25% of the Lump Sum will be held until the As-Built drawings have been submitted and approved."

56.L Modification to Item 1208 "Sign Face -Sheet Aluminum":

The following modifications are made to Item 1208 of the Standard Specifications:

Under the "Description" heading of this Item: **Delete** the existing paragraph and **Insert** the following:

"The Item "Sign Face -Sheet Aluminum" shall be used for the furnishing and installing of new permanent signage as directed by the Authority, the City or the Engineer."

The Items "Temporary Signage (Miscellaneous or Building)" shall consist of the furnishing and installation of temporary special signage for local businesses, for informational purposes, etc."

"Traffic control, detour signs and any other signage required under "Maintenance and Protection of Traffic", whether shown on the Maintenance and Protection of Traffic Plans or not, will not be paid under Items 1208.01, 1208.02 or 1208.03."

Temporary special signage shall be reflective, shall be sheet aluminum or plywood conforming to Section 12.20 of Form 816, and shall have shop drawings prepared by the Contractor showing the sign material, dimensions, color, wording and the mounting materials/methods. The shop drawings shall be submitted for review as required by the Specifications. A list of some, but not all, of the typical special signs that may be required are:

- Business Open During Construction (with business name)
- Pedestrian Access and Directions
- Walk Bicycles in Construction Area
- No Pedestrian Access Beyond This Point"

"New traffic control/directional signage requested by the Authority, the City or the Engineer shall conform to the current City or State standards and details. There will be no payment under this item for removal, storage and resetting of existing signage"

Under the "Construction Details" heading of this Item: Immediately after the sixth paragraph, **Insert** the following:

"Where possible, and when approved by the property owner and the Engineer, the Contractor may elect to mount temporary signage onto a building face, an existing pole or on some other

approved signage mounting apparatus. Any damage to existing buildings, poles, etc. shall be repaired to the satisfaction of the property owner and the Engineer without additional cost to the Authority. It is assumed this sign could have a size up to 3 ft. x 4 ft."

Under the "Measurement" heading of this Item: **Delete** the existing paragraph and **Insert** the following:

"This work will be measured for payment by the number of square feet of temporary or permanent signage of the type specified/directed, installed and accepted by the Engineer."

Under the "Payment" heading of this Item: **Delete** the existing paragraphs and **Replace** them with the following:

"This work will be paid for at the Contract unit price per square foot bid for the pay items listed in the Bid Proposal. The unit price bid shall include the completed sign; metal sign posts and installation for permanent signs; metal or wooden sign posts and installation for temporary signage; mounting of temporary signage to buildings, poles or other devices; mounting hardware, including reinforcing plates for permanent signs; the removal and disposal of temporary signage; and all materials, equipment, labor and work incidental thereto. There will be no payment for the reuse and resetting of temporary signage that can be used in other locations during the construction period. The Contractor shall only be paid once for the furnishing and installation of each temporary special sign."

<u>Item Number</u>	<u>Pay Item</u>	<u>Pay Unit</u>
1208.01	Sign Face-Sheet Aluminum	SF
1208.03	Temporary Signage (Miscellaneous)	SF

56.M Modification to Item 1209 "Painted Pavement Markings":

The following modifications are made to Item 1209 of the Standard Specifications:

Under the "Payment" heading of this Item: **Delete** the first paragraph and all pay items and **Add** the following new paragraphs and pay items:

"The work for permanent markings shall be paid by the linear foot, by the square foot or by each price bid for the width, symbol and legend specified or detailed, installed on the pavement and accepted in accordance with the pay items listed below. The unit price bid shall include all pre-marking layout, cleaning off the pavement, paint, glass beads, application of paint and glass beads, protection during drying and all other materials, tools, labor and equipment incidental to the work. Payment will not be made for pavement markings affected by Contractor error and ordered removed."

"The work for temporary markings shall be paid by the linear foot, by the square foot or by each price bid for the type (fast-drying paint or tape), width, symbol and legend specified or detailed, installed on the pavement and accepted in accordance with the pay items listed below. The unit price bid for temporary markings shall include all pre-marking layout, removal of conflicting pavement markings, cleaning of the pavement, paint or tape, application of paint or tape, protection during drying, removal of the tape or paint when necessary by construction staging or directed by the Engineer, and all other materials, tools, labor and equipment incidental to the work."

"The removal of paint markings made by "Call Before You Dig" or Contractor operations, that may be present on existing or new concrete, bituminous or brick sidewalk/driveway, shall be removed by power washing. The power washing device and solution to be used shall be approved by the Engineer before use. The Contractor shall verify that the markings to be removed are from this Project and not from another Project before removal. The unit price bid for this item shall include surface preparation, furnishing the power equipment and solution, and all equipment, labor, tools and materials necessary to complete the paint markings to the satisfaction of the Engineer."

<u>Item Number</u>	<u>Pay Item</u>	<u>Pay Unit</u>
1209.10	Pavement Markings (Thermoplastic), 4" Wide, White or Yellow	LF
1209.11	Pavement Markings (Thermoplastic), 12" Wide, White or Yellow	LF
1209.12	Pavement Markings (Thermoplastic), Symbols, Legends	SF
1209.13	Pavement Markings (Thermoplastic), White Stop Bars and Crosswalk Bars	LF
1209.40	Temporary Pavement Markings (Fast-drying Paint), 4" or 12" Wide	LF
1209.41	Temporary Pavement Markings (Fast-drying Paint), 4" or 12" Wide	LF
1209.42	Temporary Pavement Markings (Fast-drying Paint), Symbols, Legends	SF
1209.43	Temporary Pavement Markings (Fast-drying Paint), White Stop Bars and White Crosswalk Bars	LF

56.N Modification to Item 1210 "Epoxy Resin Pavement Markings":

The following modifications are made to Item 1210 of the Standard Specifications:

Under the "Measurement" heading of this Item: **Delete** the paragraph and **Add** the following new paragraph:

"Epoxy resin pavement markings shall be measured for payment by the linear foot, by the square foot or by each installed on the pavement and accepted by the Engineer. The measurement units shall be in accordance with the pay items listed below."

Under the "Payment" heading of this Item: **Delete** the first paragraph and all pay items and **Add** the following new paragraph and pay items:

"The work for permanent markings shall be paid by the linear foot, by the square foot or by each price bid for the width, symbol and legend specified or detailed, installed on the pavement and accepted in accordance with the pay items listed below. The unit price bid shall include all pre-marking layout, cleaning off the pavement, paint, application of paint, protection during drying and all other materials, tools, labor and equipment incidental to the work. Payment will not be made for pavement markings affected by Contractor error and ordered removed."

"The work for temporary markings shall be paid by the linear foot, by the square foot or by each price bid for the width, symbol and legend specified or detailed, installed on the pavement and accepted in accordance with the pay items listed below. The unit price bid for temporary markings shall include all pre-marking layout, removal of conflicting pavement markings,

cleaning of the pavement, paint, application of paint, protection during drying, removal of the paint when necessary by construction staging or directed by the Engineer, and all other materials, tools, labor and equipment incidental to the work."

"Item Number	Pay Item	Pay Unit
1210.01	Pavement Markings (Epoxy Resin), 4" Wide, White or Yellow	LF
1210.02	Pavement Markings (Epoxy Resin), 12" Wide, White or Yellow	LF

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

TABLE OF CONTENTS
57. SPECIAL TECHNICAL SPECIFICATIONS

**NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY**

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

Section 1500 Uniformed Local and State Police Officers	1500-1	to 1500-2
Section 1505 Regulator 025 Precast Structure	1505-1	to 1505-5
Section 1506 Dismantling and Plugging Existing Pipes and Structures	1506-1	to 1506-3
Section 1508 Controlled Low Strength Material	1508-1	to 1508-3
Section 1510 Alter Existing Manhole, Catch Basin or Drop Inlet	1510-1	to 1510-3
Section 1514 Uniformed Trafficman (Flagger)	1514-1	to 1514-3
Section 1518 Changeable Message Signs	1518-1	to 1518-3
Section 1519 Portable Temporary Bridge	1519-1	to 1519-2

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

SECTION 1500

UNIFORMED LOCAL AND STATE POLICE OFFICERS

PART 1 -GENERAL

1.1 RELATED DOCUMENTS

- A. The Contract Drawings and the Greater New Haven Water Pollution Control Authority Standard Specifications apply to this Section of the Special Technical Specifications.

1.2 SUMMARY

- A. The Contractor shall keep the impacts to public traffic to a minimum. When, in the opinion of the Authority, Engineer or the City of New Haven, public safety or convenience requires the services of uniformed police officers, the Engineer may direct the Contractor to provide City of New Haven Police Officers and/or State of Connecticut Police Officers to direct traffic within the location of work under this Contract. When so directed, the Contractor shall make all arrangements in scheduling the police officers. Police officers shall not be utilized to serve as watchmen to protect the Contractor's equipment and materials.
- B. The services of Uniformed City of New Haven or State Police Officers, including departmental vehicles, shall be paid for by the Contractor on a weekly basis in accordance with an invoice from the City of New Haven Police Department and/or the State of Connecticut at the current hourly rates established by the City and State.

PART 2-PRODUCTS (None)

PART 3 -EXECUTION (None)

PART 4 -MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. The use of Uniformed Police Officers and Departmental Vehicles will be measured and paid for under the Contract Allowance for Uniformed Police Officers.
- B. Allowances are non-competitive cost items the Contractor shall carry in his Bid for the purpose of permitting the Authority to estimate the total Contract Value. The value of the allowance has been pre-determined by the Authority and is contained in the Bid Proposal. The City of New Haven Police Department and the State of Connecticut shall directly invoice the Contractor for providing services for the work. The Contractor shall, in turn, and as part of a regular monthly invoice to the Authority, include in his request for payment such actual incurred costs from both Police Departments. The Contractor's costs associated with processing said invoices (including, but not limited to, overhead and profit) shall be included in the various bid items listed in the Bid Proposal. There shall be no invoice mark-up by the Contractor. The Contractor agrees that no request for additional costs, overhead or profit, will be made.

- C. The Allowance total hours are to be assumed to be an upset limit and will not be exceeded without written authorization from the Authority. Adequate justification and advance notice shall be provided by the Contractor before issuing that authorization.

<u>Item Number</u>	<u>Pay Item</u>	<u>Pay Unit</u>
1500	Uniformed Police Officers	Allowance

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

SECTION 1505
REGULATOR 025 PRECAST STRUCTURE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contract Drawings and the Greater New Haven Water Pollution Control Authority Standard Specifications apply to this Section of the Special Technical Specifications.

1.2 SUMMARY

- A. This work shall consist of the design, fabrication, transport and installation of Special concrete Storm Structures, and related appurtenances, at the locations and to the dimensions, lines and elevations shown in the details on the Contract Drawings and/or as determined by the Engineer.
- B. Storm Structures are defined as shown in Part 4.2 and as labeled on the Contract Plans.
- C. The Storm Structures shown on the drawings are intended to be precast. There will be no additional compensation for the construction of the structures using cast-in-place methods if proposed by the Contractor or if required due to actual site conditions, and approved by the Engineer.
- D. The plans include a detail for Storm Structures to be installed. Adjustments to the design may be necessary due to field conditions and the Contractor's means and methods of construction. The Contractor shall retain the services of a Professional Engineer for the final design of the structures. The Contractor shall review the actual locations of all utilities, and the available space in the field for each Storm Structure after each pit is excavated to determine if any adjustment is required in the structure dimensions before the individual design and fabrication is started.

Should the Engineer determine that, due to unforeseen field conditions, the structure size must be changed from the size shown on the plans, the Lump Sum price for this item will be adjusted. The Lump Sum price bid for Storm Structures will be adjusted based upon the percentage increase or decrease in the total volume of concrete contained in the original bid structure.

1.3 SUBMITTALS

- A. Submit to the Engineer material specifications and shop drawings for all materials specified and furnished under this Section. Submittals shall detail the size and elevations of all structure penetrations, sleeve materials and sleeve elevations. In addition, prior to beginning construction, the Contractor shall include the volume of concrete contained in the original structure utilized for the Contract lump sum bid price.
- B. The Contract Drawings show a generalized configuration for the structures.
- C. Before fabrication, the Contractor shall submit working drawings for each structure to the

Engineer for review in accordance with Section 106-07 of the Standard Specifications. Working drawings submissions shall be signed, sealed and dated by a qualified Professional Engineer licensed to practice in Connecticut. Drawings shall include, but not be limited to:

- Plan and cross-section of the structure, showing all structure dimensions, wall thickness, floor thickness, and roof thickness. The structures shall have no sump and the floor shall be constructed with a formed invert to transition between the inlet and outlet pipes.
- Type, size, location and spacing of steel reinforcing and inserts for anchoring threaded deformed steel bars. Bending diagrams, material lists and catalog cuts for inserts shall be provided.
- Type, size and location of lifting holes and seating fixtures. All fixtures (inserts, etc.) cast permanently into the structure shall be recessed a minimum of 20 mm.
- Location and size of all holes cast for inlet and outlet pipes, manhole risers, frames, etc. Additional reinforcement around all wall openings shall be designed and detailed.
- Complete details regarding the location of joints and the type, size and locations of gaskets and pipe boots. Joints shall be keyed.
- Material designations for all components, including, but not limited to, those identified above. Manufacturer, product and part number for each component shall also be included in the submittal.
- Location, size, embedment and spacing of ladder rungs.
- Supporting Design Computations for structures: Structures shall be designed for AASHTO MS18 and HS-20 live load using Load Factor Design.
- Provide 7 days written notice to the Engineer prior to beginning fabrication.

1.4 QUALITY ASSURANCE

A. Design Criteria

1. Precast concrete units shall be designed for all applicable dead loads, wall live loads, truck live loading (HS-20) and weight of soil of at least 120 pcf.
2. Precast concrete units shall be designed to resist buoyancy with a flood water table up to the top of the structure.
3. Precast units shall be designed in accordance with ACI 318 and ACI 350.
4. Comply with applicable requirements of American Society for Testing and Materials (ASTM) standards pertaining to construction and materials for precast structures.

B. Fabricator Qualifications -Contractor shall employ a firm that has at least 5 years successful experience in fabrication of precast concrete units similar to the units required for this project.

C. Contractor's Qualifications – Firms with at least 5 years of successful installation on projects with structures similar to those required for project.

D. Provide 7 day written notification to the Engineer prior to casting the structures. The Engineer may sample the concrete and inspect reinforcement placement at the time of fabrication.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Equip and protect factory-fabricated product to prevent damage, including chipping and cracking during transportation, storage and handling. Do not install damaged units; replace, and remove the damaged units from the Project site at the Contractor's expense.
- B. Lift and support units only at designated lift points. Provide permanent lifting hooks on the top.
- C. Protect all lifting devices from rusting by applying red lead primer.
- D. Do not store units on soft ground.
- E. Provide setting diagrams and instructions as required for installation.

PART 2 - RODUCTS

2.1 MATERIALS

All material shall conform to Article M.08.02, supplemented and amended as follows:

- A. Structures/Manholes shall be constructed of precast units in accordance with M.08.02-4, "Precast Units for Drainage Structures."
- B. Concrete for structures shall have a minimum 28-day compressive strength of 5,000 psi. At a minimum, reinforcing steel shall comply with ASTM 615, Grade 60.
- C. Connections between structures and pipe shall be flexible, watertight, be applicable for the type of pipe connected and shall conform to the provisions of ASTM C923.
- D. Connections between precast units shall be flexible, watertight and shall conform to the provisions of ASTM C443.
- E. Cast iron, for frames and covers, shall conform to ASTM Standard Specification for Gray Iron Castings, ASTM Designation A48, Class 35B for both frames and covers. Manhole covers shall bear letters as detailed on the plans or directed by the Engineer. All manhole covers and frames shall conform to standard City of New Haven details.
- F. Manhole frame sealing includes the sealing of the frame joint area and the chimney above the cone of the manhole with an applied interior or exterior flexible seal to produce watertight joints. The seal shall be designed to prevent leakage of water into the manhole through these areas throughout the structure design life. The sleeve and extension shall be made from a high quality rubber compound conforming to the applicable requirements of ASTM C923.
- G. Ladder rungs shall be Grade 60, steel reinforced, copolymer polypropylene plastic as detailed on the drawings. Polypropylene shall conform to ASTM D4104.
- H. Mortar shall conform to the requirements of Article M.11.04-Mortar.
- I. All inserts, fixtures and hardware cast into the concrete shall have a corrosion-resistant coating or be fabricated from a non-corrosive material suitable for the intended use. The coating shall be

either an epoxy material or galvanizing, applied mechanically or by the hot-dip process. All hardware shall be as specified on the working drawings.

- J. Non-shrink gout conforming to the requirements of Sub-Article M.03.01-12 shall be used to fill lifting holes, grout joints and other filling as required to construct the structures.
- K. CLSM shall conform to Section 1508 of the technical specifications.
- L. Bedding material shall be as shown on the details.
- M. Concrete for inverts shall conform to CTDOT Form 816 specifications for Class F concrete.

2.2 ACCEPTABLE PRECAST STRUCTURE MANUFACTURERS

- A. Manufacturers - Subject to compliance with the stated requirements, the Contractor shall provide prefabricated units from one of the following:
 - 1. Hanson Pipe and Precast;
 - 2. United Concrete, Inc.;
 - 3. American Precast Corp.;
 - 4. Old Castle/Rotondo & Sons, Inc.;
 - 5. or approved equal.

PART 3 - EXECUTION

3.1 GENERAL

- A. It is the intent of this specification that the completed structures shall be watertight. Each connection to the structures and every joint will be inspected for leakage or infiltration. If the completed structures exhibit infiltration, the structure shall be sealed and repaired by the Contractor at no additional cost to the Authority. The structures will not be accepted until any leakage or infiltration has been eliminated, the structure passes a vacuum test and with the Engineer's approval.
- B. Each structure shall be tested immediately after assembly and prior to backfilling as defined by ASTM C1244 Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) Test.
- C. Place precast structures as indicated on the plans.
- D. After inspection and acceptance by the Engineer backfill with pervious structure backfill conforming to Section M.02.05, Paragraph 1 or 2 of the Standard Specifications (Reclaimed Miscellaneous Aggregate will not be permitted.) in accordance with Item 202 and 205 as modified or with CLSM as ordered by the Engineer.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

Each Concrete Structure shall be measured as a unit. It shall be noted that no additional excavation will be measured for payment under this item.

4.2 PAYMENT

Payment for the Storm Structures will be at the Contract Lump Sum Price for each Storm Structure, including excavation, dewatering, trench support, foundation bedding, filter fabric, furnishing and installation of structures, risers, frame and cover, membrane waterproofing, sand cushion, formation/construction of invert as detailed, CLSM where required, internal and external field coatings, backfilling with pervious structure backfill and compaction, testing and all equipment, tools, labor and materials incidental to the satisfactory completion of the item as shown and detailed on the Contract Drawings. CLSM when required by the Engineer will be paid at the Contract unit price for CLSM (Trench Backfill).

<u>Item Number</u>	<u>Pay Item</u>	<u>Pay Unit</u>
1505.1	Special Precast Concrete Structure No.1 (Regulator 025 Overflow Weir)	EA

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

SECTION 1506

DISMANTLING AND PLUGGING EXISTING PIPES AND STRUCTURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contract Drawings and the Greater New Haven Water Pollution Control Authority Standard Specifications apply to this Section of the Special Technical Specifications.

1.2 SUMMARY

- A. Existing manhole and catch basin structures, where called out on the plans to be abandoned, or where replaced by a new structure in the same location, shall be removed or dismantled. No structure shall be abandoned in place without the approval of the Engineer. Portions of structures left in place shall be removed to the depth designated by the Engineer and filled with CLSM or suitable backfill and compacted.
- B. Existing combined or separate sanitary and storm sewer lines, not removed by construction or called out for removal on the plans, shall be abandoned-in-place, plugged and filled with flowable fill where indicated on the Contract Drawings or as directed by the Engineer.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Brick shall conform to the requirements of Section M.11.03 of the Standard Specifications. Brick in contact with sewage shall conform to ASTM C-32 Grade MM.
- B. Mortar shall conform to the requirements of Section M.11.04 of the Standard Specifications.
- C. Controlled Low Strength Material shall conform to the requirements of Section 1508 of the Special Technical Specifications.

PART 3 - EXECUTION

3.1 CONSTRUCTION METHODS

- A. The Contractor shall dismantle or remove all manholes and catch basins as shown on the Contract Drawings or as directed by the Engineer.
- B. The frames, grates and covers of all dismantled/removed manholes and catch basins shall be salvaged and turned over and delivered to the GNHWPCA, to the City of New Haven Central Services, Middletown Avenue or disposed of by the Contractor as ordered by the Engineer.
- C. All concrete, brickwork or masonry in dismantled catch basins and manholes shall be removed to such depth that it will not encroach upon the base or sub-base course of any of the new sewers or appurtenances, structures or of any pavement. If any of the existing structure still remains, the

influent and effluent pipe in said manholes and catch basins shall be plugged with concrete or brick and mortar and the remaining structure shall be filled with an approved backfill material, thoroughly compacted to the top of the existing masonry.

- D. All concrete (including bases), brickwork and masonry of catch basins and manholes to be removed shall be completely removed and shall be disposed of. No materials removed from catch basins or manholes shall be used as backfill.
- E. All existing sewers, marked to be abandoned shall be plugged with brick and mortar on both ends forming a solid watertight bulkhead at least 8 inches thick and filled with controlled low strength material, as detailed. For the filling of pipes, the CLSM shall be pumped into the pipe and upon exiting the pipe, the discharge hose shall be slowly removed as the pipe fills. This slow removal will help to ensure that the pipe is filled completely and no voids remain

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. The dismantling or removal of manhole or catch basin structures will not be measured for payment when removed to perform other required work or when a new structure is constructed in its place.
- B. When a manhole or catch basin structure is shown to be abandoned on the plans and no other work or new structure will require its removal or abandonment, the structure to be abandoned shall be measured for payment per each unit abandoned by either removal or partial removal and filling.
- C. Where a catch basin lateral is connected to a manhole and part of the dismantling of the catch basin is to plug the lateral at both ends, the plugging of the lateral in the manhole shall not be considered as an alteration to the manhole.
- D. The abandonment of existing sanitary or storm sewer pipes will be measured for payment by the linear foot of pipe abandoned and filled with CLSM in accordance with the pipe sizes listed in the Bid Proposal and as approved by the Engineer.

4.2 PAYMENT

- A. All costs incurred in carrying out the work involved in the dismantling and removal of manhole or catch basin structures shall be included in other Contract unit prices of this Contract and no separate payment will be made for any work involved.
- B. The cost of abandoning pipe shall include the cost of plugging each end, entering structures and large pipe to plug the lateral pipe, breaking of the existing sewer lateral, filling the pipe completely with CLSM, any excavation and trench and utility support required to expose the pipe ends, backfill with suitable backfill and compaction, and all materials, labor, tools and equipment to complete the work as required and detailed.
- C. The cost for the abandonment of a manhole or catch basin structure, which is not required for

other work or a new structure, shall include excavation and trench support, dismantling, the removal and delivery or disposal of salvageable parts, backfill with suitable backfill and compaction, concrete or CLSM, and all materials, labor, tools and equipment to complete the work as required and detailed.

- D. Payment for any Engineer approved use of CLSM beyond the abandonment of pipe or structures as stated above shall be paid as shown in Section 1508.

<u>Item Number</u>	<u>Pay Item</u>	<u>Pay Unit</u>
1506.1	Abandoning Pipe in Place (60" x 45" I.D.)	LF

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

SECTION 1508

CONTROLLED LOW STRENGTH MATERIAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contract Drawings and the Greater New Haven Water Pollution Control Authority Standard Specifications apply to this Section of the Special Technical Specifications.

1.2 SUMMARY

- A. Controlled Low Strength Material (CLSM) is a self consolidating, rigid setting material to be used in backfills, fills, structural fills, filling pipes to be abandoned in place and elsewhere as indicated on the drawings, or as directed by the Engineer. The flow and set time characteristics of CLSM shall be designed to meet the specific job conditions. All CLSM material covered by this specification shall be designed to be hand-excavatable at any time after placement. It shall be composed of a mixture of Portland cement, aggregate and water, with the option of using fly ash, air-entraining agents and other approved admixtures.
- B. For the purpose of this specification, CLSM shall be used for filling and abandoning sanitary or storm sewer pipes and/or structures throughout the project. In addition, it may be used to backfill trenches or other excavations or to support existing utilities. It may be used elsewhere as ordered by the Engineer.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. All materials utilized in the CLSM mix design shall be in accordance with the applicable requirements of Article M.03.01 of the Standard Specifications.

2.2 COMPOSITION

- A. The composition of the CLSM shall be in accordance with the requirements set forth in Article M.03.01 – General Composition of Concrete Mixes, as well as the applicable Sections of ACI 229R. The Contractor shall submit each proposed mix design, with all supporting data, to the Engineer for review and approval at least two weeks prior to its use.
- B. The setting time of CLSM materials shall be designed so as to achieve the strength necessary to comply with the time constraints called for under the Maintenance and Protection of Traffic requirements of the project specifications. The use of chloride accelerators is not permitted.
- C. The minimum compressive strength of the CLSM material shall be 30 pounds per square inch (psi) and the maximum compressive strength of the CLSM shall be 150 pounds per square inch (psi) when tested in accordance with ASTM D4832 after 56 days.

- D. The CLSM mix design shall utilize a nominal maximum size of No. 8 aggregate as specified in M.01.01 of the Standard Specifications.
- E. CLSM mixes that are designed with high-entrained air shall have a minimum of 25% entrained air when tested in accordance with ASHTO T152.

PART 3 - EXECUTION

3.1 CONSTRUCTION METHODS

- A. CLSM shall only be placed when the ambient temperature is at least 30° F and rising. CLSM material shall be deposited within 2 hours of initial mixing.
- B. CLSM may be placed by chutes, conveyors, buckets or pumps depending upon the application and accessibility of the site. Should voids or cavities remain after the placement of the CLSM, the Contractor shall modify the placement method or flow characteristics of the CLSM. Voids or cavities, which have not been filled properly, shall be corrected as directed by the Engineer and at the Contractor's expense.
- C. For the filling of pipes, the CLSM shall be pumped into the pipe and upon exiting the pipe, the discharge hose shall be slowly removed as the pipe fills. This slow removal will help to ensure that the pipe is filled completely and no voids remain.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. This work will be measured for payment by the actual number of cubic yards of "Controlled Low Strength Material" installed and accepted within the pay limits shown on the Contract Drawings or as directed by the Engineer. "Miscellaneous" CLSM shall mean any pipe or structure not shown to be abandoned on the plans, but requested by the Engineer and any filling of pipe or structures located off-site, when directed by the Engineer.
- B. CLSM shall not be measured for payment to fill pipes or structures to be abandoned within the Project limits. The cost of the CLSM is included in the unit price bid for abandonment of the respective piping or structure.
- C. When CLSM for trench backfill is used, the minimum order size measured for payment shall be 5 cubic yards. The minimum order size for miscellaneous CLSM shall be 2 cubic yards.

4.2 PAYMENT

- A. This work will be paid at the Contract unit price per cubic yard of "Controlled Low Strength Material", which price shall include excavation support, formwork, pumps, and all materials, equipment, tools and labor incidental thereto.

<u>Item Number</u>	<u>Pay Item</u>	<u>Pay Unit</u>
1508.1	Controlled Low Strength Material (Miscellaneous)	CY
1508.2	Controlled Low Strength Material (Trench Backfill)	CY

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

SECTION 1510

ALTER EXISTING MANHOLE, CATCH BASIN OR DROP INLET

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contract Drawings and the Greater New Haven Water Pollution Control Authority Standard Specifications apply to this Section of the Special Technical Specifications.

1.2 SUMMARY

- A. The Contractor shall make alterations to existing manholes, catch basins or drop inlets as shown on the Contract Drawings and/or as directed by the Engineer.
- B. The following types of work will be included for item 1510.1 under this Section:
 - 1. Removing existing pipes,
 - 2. Inserting new pipes, including coring a new opening and concrete collar around exterior of pipe connection to brick manhole.
 - 3. Reconstructing inverts,
 - 4. Building up the walls or sides of the existing structure to a new grade where the new grade is greater than three feet above the existing grade. (The measurement is made vertically from the bottom of the existing frame to the bottom of the frame at its new elevation.
 - 5. Removal of timber weir and cast iron guides at Regulator 034.
 - 6. Construction of masonry wall for permanent closure of Regulator 034.
- C. Supplying and setting a new frame, grate, cover or granite curb inlet will not be considered a part of this item. If required, this work will be considered under other items shown in the Itemized Proposal.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Materials shall conform to the applicable sections of the Contract Specifications and the Contract Drawings for the specific type of structure being altered.

PART 3 - EXECUTION

3.1 CONSTRUCTION METHODS

- A. If required, frames, grates, covers and granite curb inlets shall be removed from their present beds. They shall be stored safely at the site if they are to be reset. If they are not to be reused, they shall be delivered to the GNHWPCA, to the City of New Haven Central Services on Middletown Avenue or disposed of by the Contractor as directed by the Engineer.

- B. When the proposed grade is to be greater than three feet above the existing grade, the Contractor shall build up the walls or sides of the existing structure so the top of the structure will be of the required size or shape to receive the frame or granite curb inlet at the new grade.
- C. All cutting of existing masonry shall be confined to the minimum necessary for installation of new pipes or construction of new inverts. Brick or blocks shall be cut out to the nearest joint. New brickwork shall match the lines and contours of the existing structure and be set in a full mortar bed. Pipes shall be cut flush with the interior walls and the space between the wall and pipe completely filled with mortar.
- D. Existing pipes to be abandoned shall be plugged with a masonry or concrete bulkhead at least eight inches thick completely closing the pipe and forming a watertight seal. The inside face shall be flush with the structure wall and shall be parged with ½ inch of mortar. Inverts shall be of brick or concrete as specified for standard manholes. Extreme care shall be used in all cutting of existing masonry and any joints cracked shall be cleaned out and filled. All pipes abandoned-in-place shall be filled with a controlled low strength material.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. Each catch basin, drop inlet or manhole altered shall be measured by the Engineer as a unit. All work performed on the catch basin, drop inlet or manhole (other than setting a new frame, grate, cover or granite curb inlet) will be considered as one alteration to that unit.
- B. Each catch basin modified shall be measured by the Engineer as a unit. All work performed on the catch basin will be considered as one modification to that unit.

4.2 PAYMENT

- A. The Contract price for "Alter Existing Manhole, Catch Basin or Drop Inlet" shall be a unit price for each catch basin, drop inlet or manhole altered and shall cover the cost of all labor, materials, equipment and insurance required or necessary to complete the alteration all in accordance with the plans and specifications and as directed by the Engineer.
- B. The Contract price for "Modify Existing Catch Basin with Conversion Slab" shall be a unit price for each catch basin modified and shall cover the cost of all labor, materials, equipment and insurance required or necessary to complete the modification, all in accordance with the plans and specifications and as directed by the Engineer.
- C. The Contractor's attention is called to the fact that any existing pavement, curbing, sidewalk, frames, grates, covers or granite curb inlets damaged during the process of this work shall be replaced in accordance with these Contract Specifications, or as directed by the Engineer, and said cost shall be included in the Contract unit price for alterations and no additional payments will be made under any other item of work.

<u>Item Number</u>	<u>Pay Item</u>	<u>Pay Unit</u>
--------------------	-----------------	-----------------

1510.1	Alter Existing Manhole, Catch Basin Or Drop Inlet (MH P18N005)	EA
1510.2	Alter Existing Manhole, Catch Basin Or Drop Inlet (Regulator 034)	EA
1510.1	Alter Existing Manhole, Catch Basin Or Drop Inlet (MH NUN04M0468)	EA

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

SECTION 1514

UNIFORMED TRAFFICMAN (FLAGGER)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contract Drawings and the Greater New Haven Water Pollution Control Authority Standard Specifications apply to this Section of the Special Technical Specifications.

1.2 SUMMARY

- A. The Contractor shall keep the impacts to public traffic to a minimum. The Contractor may utilize the services of an outside firm to provide Uniformed Trafficman (Flagger) services on the Project to assist in directing pedestrian and vehicular traffic as necessary and when authorized by the Engineer. Trafficmen requested solely for the Contractor's operational needs will not be approved for payment.
- B. These services shall not be provided by the Contractor's own personnel.
- C. Uniformed Trafficmen (Flaggers) shall be persons who have successfully completed flagger training by the American Traffic Safety Services Association (ATSSA), National Safety Council (NSC) or other programs approved by the Engineer. A copy of the Flagger's training certificate shall be provided to the Engineer before the Flagger performs any work on the project. Uniformed Flaggers shall conform to Chapter 6E, Flagger Control, in the Manual of Uniformed Traffic Control Devices (MUTCD) and shall wear high-visibility safety apparel, use a STOP/SLOW paddle that is at least 18 inches (450 millimeters) in width with letters at least 6 inches (150 millimeters) high. The paddle shall be mounted on a pole of sufficient length to be 6 feet (1.8 meters) above the ground as measured from the bottom of the sign.
- D. Uniformed Flaggers will only be used on non-limited access highways to control traffic operations when authorized in writing by the Engineer.

PART 2 - PRODUCTS (None)

PART 3 - EXECUTION

3.1 CONSTRUCTION METHODS

- A. Prior to the start of operations on the project requiring the use of Trafficmen, a meeting will be held with the Contractor, agency or firm providing the Trafficmen, Engineer, and State/Local Police, if applicable, to review the Trafficmen operations, lines of responsibility, and operating guidelines which will be used on the project.
- B. On a weekly basis, the Contractor shall inform the Engineer of their scheduled operations for the following week and the number of Trafficmen requested. The Engineer shall review this schedule and approve the type and number of Trafficmen required. In the event of an unplanned, emergency, or short-term operation, the Engineer may approve the temporary use of properly

clothed persons for traffic control until such time as an authorized Trafficman may be obtained. In no case shall this temporary use exceed 8 hours for any particular operation.

- C. If the Contractor changes or cancels any scheduled operations without prior notice of same as required by the agency providing the Trafficmen, and, as a result, Trafficmen services are no longer required, the Contractor will be responsible for payment at no cost to the Authority of any show-up cost for any Trafficman not used because of the change. Exceptions, as approved by the Engineer, may be granted for adverse weather conditions and unforeseeable causes beyond the control and without the fault or negligence of the Contractor.
- D. Trafficmen assigned to a work site are to only take direction from the Contractor with the approval of the Engineer.
- E. Trafficmen shall wear a high visibility safety garment that complies with OSHA, MUTCD and ASTM Standards, and the safety garment shall have the words "Traffic Control" clearly visible on the front and rear panels (minimum letter size 2 inches (50.8 millimeters)). Worn/faded safety garments that are no longer highly visible shall not be used. The Engineer shall direct the replacement of any worn/faded garment at no cost to the Authority.
- F. A Trafficman shall assist in implementing the traffic control measures specified in the Maintenance and Protection of Traffic Plan contained elsewhere in these Specifications or as directed by the Engineer.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. Services of Trafficmen will be measured for payment by the actual number of hours for each person rendering services approved by the Engineer. These services shall include, however, only such Trafficmen as are employed within the limits of construction, right of -way of the Project or along detours authorized by the Engineer to assist the motoring and or pedestrian public through the construction work zone. Services for continued use of a detour or bypass beyond the limitations approved by the Engineer, for movement of construction vehicles and equipment, or at locations where traffic is unnecessarily restricted by the Contractor's method of operation, will not be measured for payment.
- B. Trafficmen shall not work more than twelve hours in anyone 24-hour period. In case such services are required for more than twelve hours, additional Trafficmen shall be furnished and measured for payment. In cases where the Trafficman is an employee on the Contractor's payroll, payment under the item "Uniformed Trafficman (Flagger)" will be made only for those hours when the Contractor's employee is performing Engineer approved Trafficman services.
- C. Travel time and mileage fees associated with Trafficmen services shall not be measured for payment.
- D. Safety garments and STOP/SLOW paddles will not be measured for payment.

4.2 PAYMENT

- A. Uniformed Trafficmen (Flaggers) will be paid in accordance with the Engineer approved schedule described in 3.1 B above. All costs associated with travel time, mileage, safety garments and STOP/SLOW paddles shall be considered included in the general cost of the work.
- B. Uniformed Flaggers will be paid for at the Contract unit price bid per hour for "Uniformed Trafficman (Flagger)", which price shall include all compensation, insurance benefits and any other cost or liability incidental to the furnishing of the trafficmen ordered.

<u>Item Number</u>	<u>Pay Item</u>	<u>Pay Unit</u>
1514	Uniformed Trafficman (Flagger)	HR

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

SECTION 1518

CHANGEABLE MESSAGE SIGN

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contract Drawings and the Greater New Haven Water Pollution Control Authority Standard Specifications apply to this Section of the Special Technical Specifications.

1.2 SUMMARY

- A. Work under this item shall include furnishing and maintaining a trailer-mounted, Changeable Message Sign at the locations indicated on the MP&T Plans or as directed by the Engineer.

PART 2 - PRODUCTS

- A. The internally illuminated variable message sign shall consist of a magnetically operated matrix, LED, fiber optic, or lamp matrix message board, a power supply and a computer operated interface mounted on a towable trailer. The width of the sign and trailer in the deployed position shall be between four and six feet.
- B. The sign must conform to MUTCD (latest edition) specifications.
- C. The sign shall have a three-line message panel with a minimum of twelve (12) characters per line and a maximum of 20 characters per line.
- D. The sign shall be capable of displaying user-defined messages. Custom messages shall be able to be programmed wirelessly and with a manual *PCIPDA* connection to the sign.
- E. The sign shall be equipped with a photocell for automatic sign dimming during nighttime use.
- F. The power supply for the sign shall be battery powered (at least 235Ah) with solar assist (at least 120W, 20A solar control). The sign and/or power supply shall be equipped with a low battery indicator.

PART 3 - EXECUTION

- A. The Contractor shall furnish, place, operate, maintain and relocate each sign as required. When the sign is no longer required, it shall be removed and become the property of the Contractor. When a sign is not in use, it shall either be turned off or turned from view.
- B. Any signs that are missing, damaged, defaced or improperly functioning so that they are not effective, as determined by the Engineer and in accordance with the ATSSA guidelines contained in "Quality Standards for Work Zone Traffic Control Devices," shall be replaced by the Contractor at no cost to the GNHWPCA.
- C. The Contractor shall be aware that the Authority, the City or the Engineer may direct that any sign be relocated to another location during the construction period. There shall be no additional measurement or payment for this relocation.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. This work will be measured for payment for each changeable message sign, furnished and installed, for the number of months that each sign is in place and in operation. When a sign is in use for part of a month, the payment shall be prorated based on the number of days the sign was in use. When a sign is in operation for less than 24 hours per day, such a period of time shall be considered to be a full day regardless of actual time in operation.
- B. It is assumed a minimum of two (2) signs will be required. Two (2) signs on a local street.

4.2 PAYMENT

- A. This work will be paid for at the Contract unit price per month for each "Changeable Message Sign -Local Street", which price shall include placing, maintaining, relocating and removing the sign and its appurtenances and all material, labor, tools and equipment incidental thereto.
- B. Additional signs beyond the two (2) anticipated shall be measured and paid at the same unit price bid for the applicable sign utilized.

<u>Item Number</u>	<u>Pay Item</u>	<u>Pay Unit</u>
1518.1	Changeable Message Sign-Local Street	MO

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

SECTION 1519
PORTABLE TEMPORARY BRIDGE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contract Drawings and the Greater New Haven Water Pollution Control Authority Standard Specifications apply to this Section of the Special Technical Specifications.

1.2 SUMMARY

- A. This work shall consist of the design, fabrication, transport and installation of a portable temporary bridge and related appurtenances at the locations and to the dimensions, lines and elevations shown in the details on the Contract Drawings and/or as determined by the Engineer.
- B. The work under this section is delegated design, dependent on the exact dimensions of the excavation and support system installed by the Contractor. The portable temporary bridge shall span the excavation and allow free movement of traffic outside of construction work hours.

1.3 SUBMITTALS

- A. Submit to the Engineer material specifications and shop drawings for all materials specified and furnished under this Section. Submittals shall detail the size and elevations of all structural elements.
- B. Contractor shall submit drawings and calculations for the portable temporary bridge to the Engineer for review in accordance with Section 106-07 of the Standard Specifications. Drawing submissions shall be signed, sealed and dated by a qualified Professional Engineer licensed to practice in Connecticut. Drawings shall include, but not be limited to:
- Plan and cross-section of the structure, showing all structure dimensions.
 - Type, size, location and spacing of steel reinforcing for cast in place concrete abutments (if cast in place abutments are required by Contractor's design).
 - Type, size and location of lifting holes and bearings.
 - Supporting Design Computations for structures: Structures shall be designed for AASHTO HL-93 live load using Load Factor Design.
 - Railings are not permitted.
 - Must have a textured non-slip surface.
 - Hot mix asphalt shims are required for transition to bridge deck surface.
 - Provide 7 days written notice to the Engineer prior to beginning fabrication.

1.4 QUALITY ASSURANCE

- A. Fabricator Qualifications -Contractor shall employ a firm that has at least 5 years successful experience in fabrication of portable temporary bridge structures similar to the unit required for this project.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Lift and support units only at designated lift points. Provide permanent lifting hooks on the top.
- B. Provide setting diagrams and instructions as required for installation.

PART 2 - PRODUCTS

2.1 NOT USED.

PART 3 - EXECUTION

3.1 GENERAL

- A. Confirm dimensions of bridge after test pit program and after details of excavation support system are established.
- B. Construct cast in place abutments.
- C. Fabricate bridge and deliver to site.
- D. The Contractor shall remove the bridge to access the excavation and reinstall at the end of the work night for as many times as required to complete the work shown in the contract documents.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

The portable temporary bridge shall be measured as a lump sum including concrete abutments and related excavation and backfill. Removing and resetting the portable temporary bridge each work shift will not be measured for payment under this item.

4.2 PAYMENT

Payment for the portable temporary bridge will be at the Contract Lump Sum Price including excavation, construction of concrete abutments, backfill, removing and resetting bridge each work shift.

<u>Item Number</u>	<u>Pay Item</u>	<u>Pay Unit</u>
1519.1	Portable Temporary Bridge	LS

WAGE RATES

(State of Connecticut Wage Rates apply to this Project)

(The higher of the CT State or Federal Wage Rates apply)

**NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY**

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY



Opportunity ★ Guidance ★ Support



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

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

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

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

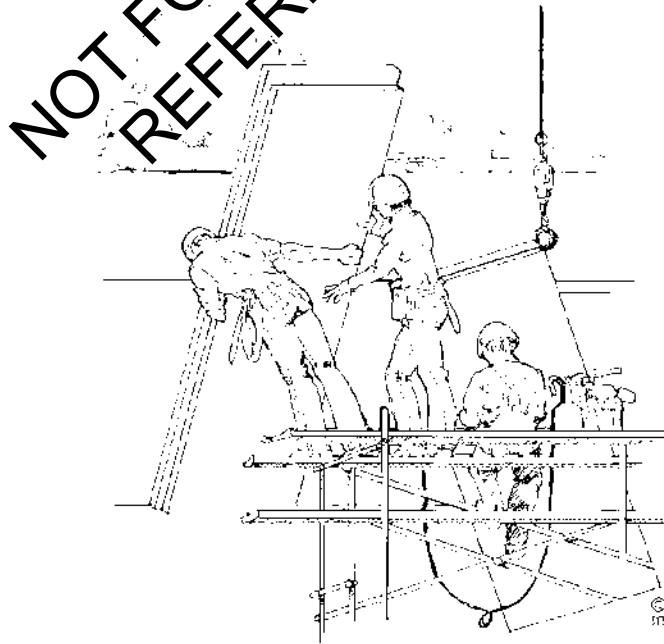
~NOTICE~

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 54-53, 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)261-6543.



NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

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 _____, located at _____,
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with

_____, located at _____,
project name and number address

shall be \$_____, which includes all work, regardless of whether such project
consists of one or more contracts.

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

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

Date Issued: _____

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

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

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

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

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

Signed

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

Notary Public

Return to:

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

Rate Schedule Issued (Date): _____

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

Information Bulletin *Occupational Classifications*

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

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

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

- **ASBESTOS WORKERS**

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

- **ASBESTOS INSULATOR**

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

- **BOILERMAKERS**

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

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

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

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

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

- **LABORER, CLEANING**

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

- **DELIVERY PERSONNEL**

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

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

- **ELECTRICIANS**

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

- **ELEVATOR CONSTRUCTORS**

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

- **FORK LIFT OPERATOR**

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

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

- **GLAZIERS**

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

- **IRONWORKERS**

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

- **INSULATOR**

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

- **LABORERS**

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

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

- **PAINTERS**

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

- **LEAD PAINT REMOVAL**

- Painter's Rate

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

- Laborer's Rate

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

- **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. **License required per Connecticut General Statutes: P-1,2,6,7,8,9 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. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

- **SHEETMETAL WORKERS**

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

- **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems.

****License required per Connecticut General Statutes. F-1,2,3,4.***

- **TILE MARBLE AND TERRAZZO FINISHERS**

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

- **TRUCK DRIVERS**

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

Truck Drivers are required to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. ****License required, drivers only, per Connecticut General Statutes.***

For example:

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

➤ *Any questions regarding the proper classification should be directed to:*

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

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

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.

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

Project: Improvements To Regulators 034 And 025

**Minimum Rates and Classifications
for Heavy/Highway Construction**

ID#: H 24227

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

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

Project Number: CWF 2016-05

Project Town: New Haven

FAP Number:

State Number:

Project: Improvements To Regulators 034 And 025

CLASSIFICATION

01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 5 and 7**

1) Boilermaker

33.79

34% + 8.96

1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons

33.48

30.21

2) Carpenters, Piledrivermen

32.60

25.34

As of:

Tuesday, January 02, 2018

Project: Improvements To Regulators 034 And 025

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: Improvements To Regulators 034 And 025

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)	37.50	26.31+3% of gross wage
--	-------	------------------------

6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	35.47	33.39 + a
--	-------	-----------

7) Plumbers (Trade License required: (P-1,2,3,6,7,8,9) L-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
---	-------	-------

As of:

Tuesday, January 02, 2018

Project: Improvements To Regulators 034 And 025

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) 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	29.75	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
------------------------------------	-------	-------

Project: Improvements To Regulators 034 And 025

Group 9: Hydraulic Drills	29.30	18.90
---------------------------	-------	-------

----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and
Liner Plate Tunnels in Free Air.----

13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	32.22	19.50 + a
---	-------	-----------

13b) Brakemen, Trackmen	31.28	19.50 + a
-------------------------	-------	-----------

----CLEANING, CONCRETE AND CAULKING TUNNEL----

14) Concrete Workers, Form Movers, and Strippers	31.28	19.50 + a
--	-------	-----------

15) Form Erectors	31.60	19.50 + a
-------------------	-------	-----------

Project: Improvements To Regulators 034 And 025

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

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	31.28	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
---	-------	-----------

As of:

Tuesday, January 02, 2018

Project: Improvements To Regulators 034 And 025

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
--	-------	-----------

As of:

Tuesday, January 02, 2018

Project: Improvements To Regulators 034 And 025

Four axle ready-mix	29.38	22.32 + a
<hr/>		
Heavy duty trailer (40 tons and over)	29.58	22.32 + a
<hr/>		
Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	29.38	22.32 + a
<hr/>		
---POWER EQUIPMENT OPERATORS---		
<hr/>		
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
<hr/>		
Group 2: Cranes (100 ton rated 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
<hr/>		
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
<hr/>		

As of:

Tuesday, January 02, 2018

Project: Improvements To Regulators 034 And 025

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
--	-------	-----------

As of:

Tuesday, January 02, 2018

Project: Improvements To Regulators 034 And 025

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
--------------------------------------	-------	-----------

As of:

Tuesday, January 02, 2018

Project: Improvements To Regulators 034 And 025

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
--	-------	--------------

As of:

Tuesday, January 02, 2018

Project: Improvements To Regulators 034 And 025

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	37.10	6.5% + 10.70
-------------------------------	-------	--------------

27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
---	-------	--------------

Project: Improvements To Regulators 034 And 025

28) Material Men, Tractor Trailer Drivers, Equipment Operators

35.04

6.5% + 10.45

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

Project: Improvements To Regulators 034 And 025

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 31-51a-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 journey person instructing and supervising the work of each apprentice in a specific trade.

~~Connecticut General Statute Section 31-55c: 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:

Tuesday, January 02, 2018

Project: Improvements To Regulators 034 And 025

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.

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

As of:

Tuesday, January 02, 2018

**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.

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/iso/otr/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

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

STATUTE 31-55a

- SPECIAL NOTICE -

To: All State and Political Subdivisions, Their Agents, and Contractors

Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: www.ctdol.state.ct.us. For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

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

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

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 64, 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.

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.												PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS WEEKLY PAYROLL												Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109							
CONTRACTOR NAME AND ADDRESS:												SUBCONTRACTOR NAME & ADDRESS						WORKER'S COMPENSATION INSURANCE CARRIER POLICY # EFFECTIVE DATE: EXPIRATION DATE:													
PAYROLL NUMBER		Week-Ending Date		PROJECT NAME & ADDRESS																											
PERSON/WORKER, ADDRESS and SECTION		APPR RATE %	MALE/FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE						Total ST Hours															BASE HOURLY RATE	TYPE OF FRINGE BENEFITS	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS		
				Trade License Type & Number - OSHA 10 Certification Number	S	M	T	W	TH	F	S		Total O/T Hours	Total Fringe Benefit Plan Cash	Per Hour 1 through 6 (see back)		FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	LIST OTHER											
															\$	1. \$															
															\$	2. \$															
															\$	3. \$															
															\$	4. \$															
															\$	5. \$															
															\$	6. \$															
															\$	1. \$															
															\$	2. \$															
															\$	3. \$															
															\$	4. \$															
															\$	5. \$															
															\$	6. \$															
															\$	1. \$															
															\$	2. \$															
															\$	3. \$															
															\$	4. \$															
															\$	5. \$															
															\$	6. \$															
															\$	1. \$															
															\$	2. \$															
															\$	3. \$															

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker’s compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care _____
- 4) Disability_____
- 2) Pension or retirement _____
- 5) Vacation, holiday_____
- 3) Life Insurance _____
- 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such person is covered by a worker’s compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.
2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

(Signature)

(Title)

Submitted on (Date)

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

Weekly Payroll Certification For
Public Works Projects (Continued)

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Week-Ending Date:
Contractor or Subcontractor Business Name:

WEEKLY PAYROLL

PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE							Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
				S	M	T	W	TH	F	S	FICA				FEDERAL	STATE	OTHER			
				HOURS WORKED EACH DAY							Total O/T Hours	TOTAL FRINGE BENEFIT PLAN CASH								
											\$	1. \$								
											Base Rate	2. \$								
												3. \$								
											\$	4. \$								
											Cash Fringe	5. \$								
												6. \$								
											\$	1. \$								
											Base Rate	2. \$								
												3. \$								
												4. \$								
											\$	5. \$								
											Cash Fringe	6. \$								
											\$	1. \$								
											Base Rate	2. \$								
												3. \$								
												4. \$								
											\$	5. \$								
											Cash Fringe	6. \$								
											\$	1. \$								
											Base Rate	2. \$								
												3. \$								
												4. \$								
											\$	5. \$								
											Cash Fringe	6. \$								

*IF REQUIRED

12/9/2013
WWS-CP2

NOTICE: THIS PAGE MUST BE ACCOMPANIED BY A COVER PAGE (FORM # WWS-CP1)

PAGE NUMBER ____ OF

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.										PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS										Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109																	
WEEKLY PAYROLL																																					
CONTRACTOR NAME AND ADDRESS: Landon Corporation, 15 Connecticut Avenue, Northford, CT 06472										SUBCONTRACTOR NAME & ADDRESS: XYZ Corporation 2 Main Street Yantic, CT 06389						WORKER'S COMPENSATION INSURANCE CARRIER: Travelers Insurance Company POLICY # #BAC8888928 EFFECTIVE DATE: 1/1/09 EXPIRATION DATE: 12/31/09																					
PAYROLL NUMBER 1		Week-Ending Date 9/26/09		PROJECT NAME & ADDRESS DOT 105-296, Route 82																																	
PERSON/WORKER, ADDRESS and SECTION		APPR RATE %		MALE/FEMALE AND RACE*		WORK CLASSIFICATION		DAY AND DATE							Total ST Hours		BASE HOUR RATE		TYPE OF FRINGE BENEFIT PLAN		GROSS PAY FOR ALL WORK PERFORMED THIS WEEK		TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB		CHECK # AND NET PAY								
								S	M	T	W	TH	F	S									FICA	FEDERAL	STATE	LIST OTHER											
						Trade License Type & Number - OSHA 10 Certification Number		20	21	22	23	24	25	26	HOURS WORKED EACH DAY																						
Robert Craft 81 Maple Street Willimantic, CT 06226				M/C		Electrical Lineman E-1 1234567 Owner OSHA 123456			8	8	8	8	8									S-TIME \$ 30.75 Base Rate		1. \$ 5.80 2. \$ 3. \$ 2.01		\$1,582.80						P-xxxx		\$1,582.80 \$ xxx.xx		#123	
Ronald Jones 212 Elm Street Norwich, CT 06360		65%		M/B		Electrical Apprentice OSHA 234567			8	8	8	8										S-TIME \$ 19.99 Base Rate		1. \$ 2. \$ 3. \$		\$1,464.80		xx.xx	xxx.xx	xx.xx	G-xxx	\$1,464.80		\$xxx.xx		#124	
Franklin T. Smith 234 Washington Rd. New London, CT 06320 SECTION B				M/H		Project Manager				8												S-TIME \$ Base Rate		1. \$ 2. \$ 3. \$		\$1,500.00		xx.xx	xx.xx	xx.xx	M-xx.x			xxx.xx		#125	
																						O-TIME \$ Cash Fringe		4. \$ 5. \$ 6. \$													
																						S-TIME \$ Base Rate		1. \$ 2. \$ 3. \$													
																						O-TIME \$ Cash Fringe		4. \$ 5. \$ 6. \$													

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

7/13/2009
WWS-CP1
*IF REQUIRED
*SEE REVERSE SIDE
PAGE NUMBER 1 OF 2

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care Blue Cross 4) Disability _____
2) Pension or retirement _____ 5) Vacation, holiday _____
3) Life Insurance Utopia 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of 9/26/09,

I, Robert Craft of XYZ Corporation, (hereafter known as

Employer) in my capacity as Owner (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

a) The records submitted are true and accurate;

b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;

c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);

d) Each such employee of the Employer is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;

e) The Employer does not receive kickbacks which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and

f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA-The employer shall attach a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such employee's name first appears.

Robert Craft owner 10/2/09
(Signature) (Title) Submitted on (Date)

Section B: Applies to CONNDOT Projects ONLY

That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

Robert Craft owner 10/2/09
(Signature) (Title) Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CP1 as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

THIS IS A PUBLIC DOCUMENT
DO NOT INCLUDE SOCIAL SECURITY NUMBERS

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

ITEMIZED PROPOSAL

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

BIDDER'S CHECKLIST

The following separate documents shall be completed and submitted with each Bid:

1. Itemized Bid Proposal (Included with this Checklist)
2. Bid Security / Bond (See Section 102-09 of the Standard Specifications and Invitation To Bid)
3. Bidder's Statement of Qualifications Form (Included with this Checklist)
4. MBE/WBE Certification and Subcontractor Verification Form (See Item 39. of Section 102-16; Included with this Checklist)
5. DAS Pre-qualification Certification (See Item 35. of Section 102-16)
6. American Iron and Steel Provision – Bidder Certification

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

Project No. CWF 2016-05
Improvements to Regulators 034 and 025

ITEMIZED PROPOSAL

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

§ 102-20: Proposal

ITEMIZED PROPOSAL

For Constructing

PROJECT: CWF 2016-05

Improvements to Regulators 034 and 025:

Temple Street/George Street

Water Street/State Street

New Haven, Connecticut

The Contractor shall fully complete the work stipulated in the Contract Documents within ONE HUNDRED EIGHTY (180) consecutive calendar days following Notice to Proceed. The date for completion will be calculated from a date ten (10) days following the date of the Engineer's written notice to proceed.

Greater New Haven
Water Pollution Control Authority
260 East Street
New Haven, Connecticut 06511

To Whom it May Concern,

In submitting this bid, the duly authorized undersigned declares that the entity on behalf of which this bid is made is, or they are, the only person or persons interested in the said bid; that the bid is made without any connection with any person making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or mental reservation and that no official of the Greater New Haven Water Pollution Control Authority or any person in the employ of the Authority is directly or indirectly interested in said bid or in the supplies or work to which it relates, or in any portion of the profits thereof.

The undersigned also hereby declares that they have, either for themselves or on behalf of the entity they represent, carefully examined the Plans, Specifications and Form of Contract for this Project, have personally inspected the actual location of the Work and have considered potential local sources of supply and are satisfied as to all the quantities and conditions and understands that, in signing this Proposal, they or the entity that they represent waives all rights to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that they are to furnish and provide for the respective item price bid all the necessary material, machinery, implements, tools, labor, services and other item of whatever nature and to do and perform all the Work necessary under the aforesaid conditions, to complete the improvements of the Project, which Plans and Specifications it is agreed are a part of this Proposal and to accept, in full, compensation therefore the amount of the summation of the products of the approximate quantities multiplied by the unit prices bid. This summation will hereinafter be referred to as the gross sum bid.

The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by any variation in quantities due to more accurate measurement, or by

§ 102-20: Proposal

any changes or alterations in the Plans or Specifications of the Work and for use in the computation of the value of the Work performed for monthly estimates.

The Bidder is required to calculate the value of the various bid items on the basis of reasonable labor, material, equipment, pro rata profit and pro rata overhead costs to perform the work described in the Contract Documents. An “unbalanced bid” is one containing lump sum or unit bid items, which do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder’s anticipated profit, overhead costs, and other indirect costs, which he/she anticipates for the performance of the items in question. Prior to award of bids, the Authority may request a Schedule of Values for any or all item(s) reflected on the Bid Proposal for the purpose of determining an “unbalanced bid”. The analysis shall be conducted by the Authority. The Bidder understands, by signing this Bid, that the Authority may REJECT any bid that has unit prices, which are, in the opinion of the Engineer, obviously unbalanced.

Every Proposal must be accompanied by a certified check or bank cashier’s check or bid bond payable to the Greater New Haven Water Pollution Control Authority in the amount of ten percent (10%) of the bid.

Accompanying this Proposal is a certified check or bank cashier’s check or bid bond payable to the Greater New Haven Water Pollution Control Authority in the amount of \$ _____. In case this Proposal shall be accepted by the Authority, and the undersigned shall fail to execute the Contract, the monies represented by such certified check or bank cashier’s check or bid bond shall be regarded as liquidated damages and shall be forfeited and become the property of the Authority. The undersigned understands and accepts:

- A. When Work is required in which no specific payment item is listed on the Proposal Form, the cost of such Work shall be included in the unit prices bid.
- B. All unit prices, lump sums, etc. listed in the bid Proposal are firm and not subject to change for one hundred twenty (120) days from the day bids are opened.
- C. Within ten (10) days from the date of a notice of acceptance of this Proposal, the undersigned agrees to execute the Contract and to furnish to the Authority a satisfactory “Faithful Performance Bond” and “Labor and Material Payment Bond” in the amount of one hundred percent (100%) of the Contract price.
- D. Time is of the Essence. All Work to be performed under the Contract shall be completed within the time stated in the Agreement for the Project or within such extended time for completion as may be granted by the Authority.
- E. As a condition of the Contract Award, the successful Bidder shall provide proof, from the Connecticut Secretary of State’s office, of its current authorization to do business in Connecticut. All Connecticut corporations must provide a Certificate of Good Standing from the Secretary of State’s Office. All foreign (out of State) corporations shall provide a valid license to do business in Connecticut, in the form of a current Certificate of Authority from the Secretary of State’s office and evidence of compliance with the bond requirements of the

§ 102-20: Proposal

Connecticut Department of Revenue Services. These documents must be presented within thirty (30) days from the date of bid opening.

Bidder acknowledges receipt of the Addenda listed below and further acknowledges that the provisions of each Addendum have been included in the preparation of this bid.

Addendum No.	Date Received	Addendum No.	Date Received
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

COMPANY NAME (BIDDER): _____

Address of Bidder: _____

Phone Number: Area Code (_____) _____

I hereby sign this document acting with my authority as a duly authorized representative of the named Bidder. By signing below, I certify, acknowledge and affirm that the information set forth in this document is true, accurate and complete to the best of my knowledge and belief.

Signature of Bidder: _____ **Dated:** _____

Names and Addresses of Members of the Firm:

(Corporate Seal)

Schedule of Bid Items

The quantities specified are approximate only as determined by the Engineer. They are included to provide the Bidder with an estimate of the materials required to complete the project and to provide a uniform basis for the comparison of bids. The Authority reserves the right to REJECT any proposal in which any of the bid prices are significantly unbalanced to the potential detriment of the Authority. **The Contractor shall be required to submit a Schedule of Values for all Lump Sum Items prior to the start of construction.** The bid quantities shown with an asterisk (*) under the "Estimated Quantity" are not based upon an exact measurement of work shown on the plans, but are based upon a judgment of the work that may be required and are intended to obtain a reasonable bid price for potential work to allow for payment during construction if needed. The Authority shall reserve the right to increase or decrease the actual quantities required, or to delete them entirely, at the time the Contract is awarded, or at any time thereafter, without prejudice towards the quoted bid price per unit, if to do so is in the Authority's best interest.

Refer to 102-16 Special Specification and Notes for modifications to specifications.

Item No.	Spec. Reference	Est. Quantity	Unit	Item Description with Unit or Lump Sum Price Written in Words	Unit Bid Price	Amount in dollars
1	201.01	1	LS	Clearing and Grubbing _____ dollars and _____ cents	\$ _____	\$ _____
2	205.01	70	CY	Trench Excavation - Earth _____ dollars and _____ cents	\$ _____	\$ _____
3	205.03	15	CY	Trench Excavation - Unsuitable _____ dollars and _____ cents	\$ _____	\$ _____
4	205.05	15	CY	Test Pit Excavation _____ dollars and _____ cents	\$ _____	\$ _____
5	205.06	10	EA	Test Pit by Vacuum Method, Complete _____ dollars and _____ cents	\$ _____	\$ _____
6	205.07	35	SY	Removal of Concrete Pavement _____ dollars and _____ cents	\$ _____	\$ _____
7	209	35	SY	Formation of Subgrade _____ dollars and _____ cents	\$ _____	\$ _____

Project No.
 CWF 2016-05
 Improvements to Regulators 034 and 025

Item No.	Spec. Reference	Est. Quantity	Unit	Item Description with Unit or Lump Sum Price Written in Words	Unit Bid Price	Amount in dollars
8	210	1	LS	Temporary Soil Erosion and Water Pollution Control _____ dollars and _____ cents	\$ _____	\$ _____
9	210.1	4	DAY	Mechanical Street Sweeping _____ dollars and _____ cents	\$ _____	\$ _____
10	213	45	CY	Gravel Fill _____ dollars and _____ cents	\$ _____	\$ _____
11	304	20	CY	Processed Aggregate Base _____ dollars and _____ cents	\$ _____	\$ _____
12	305.01	35	CY	Bedding Material - Select Fill _____ dollars and _____ cents	\$ _____	\$ _____
13	407.01	35	SY	2" Class 2 Temporary Pavement Trench in Roadways _____ dollars and _____ cents	\$ _____	\$ _____
14	407.1	35	SY	Bituminous Concrete Trench Repair Class 4, Thickness 8" (2-4" lifts) _____ dollars and _____ cents	\$ _____	\$ _____
15	407.2	310	SY	Bituminous Concrete Overlay, Class 2, 2" Thick _____ dollars and _____ cents	\$ _____	\$ _____
16	407.51	10	TON	Bituminous Concrete Skim Coat, Class 2, 1-inch Thickness _____ dollars and _____ cents	\$ _____	\$ _____
17	407.6	65	SY	Bituminous Concrete Cold Patch, (Class 5) _____ dollars and _____ cents	\$ _____	\$ _____

NOT FOR BIDDING PURPOSES
 REFERENCE COPY ONLY

Project No.
 CWF 2016-05
 Improvements to Regulators 034 and 025

Item No.	Spec. Reference	Est. Quantity	Unit	Item Description with Unit or Lump Sum Price Written in Words	Unit Bid Price	Amount in dollars
18	407.7	35	SY	Hybrid Asphalt (2" thickness) _____ dollars and _____ cents	\$ _____	\$ _____
19	512.01.01	15	LF	Sanitary Sewer 24" RCP (open trench) _____ dollars and _____ cents	\$ _____	\$ _____
20	512.05	10	CY	Concrete Cradles and Encasement _____ dollars and _____ cents	\$ _____	\$ _____
21	516	8	Day	Sanitary Sewer Flow Control and Bypass Pumping _____ dollars and _____ cents	\$ _____	\$ _____
22	524.01	35	VF	Manhole Rehabilitation Spray on Cementitious Liner _____ dollars and _____ cents	\$ _____	\$ _____
23	524.02	20	LF	Pipe Rehabilitation Spray on Cementitious Liner (60"x45" Brick) _____ dollars and _____ cents	\$ _____	\$ _____
24	601.05	5	CY	Miscellaneous Concrete _____ dollars and _____ cents	\$ _____	\$ _____
25	601.06	5	CY	Miscellaneous Structural Concrete _____ dollars and _____ cents	\$ _____	\$ _____
26	714	700	SF	Temporary Wood Sheet Piling Left-in-Place _____ dollars and _____ cents	\$ _____	\$ _____
27	942	0.1	TONS	Calcium Chloride for Dust Control _____ dollars and _____ cents	\$ _____	\$ _____

Project No.
 CWF 2016-05
 Improvements to Regulators 034 and 025

Item No.	Spec. Reference	Est. Quantity	Unit	Item Description with Unit or Lump Sum Price Written in Words	Unit Bid Price	Amount in dollars
28	971.1	1	LS	Maintenance and Protection of Traffic _____ dollars and _____ cents	\$ _____	\$ _____
29	971.2	1	ALLOWANCE	Traffic Signal Subcontractor Timing Adjustment Fifteen Thousand _____ dollars and No _____ cents	\$ 15,000.00	\$ 15,000.00
30	975	1	LS	Mobilization (Not to exceed 3% of total price excluding mobilization) _____ dollars and _____ cents	\$ _____	\$ _____
31	985	1	LS	Project Survey and Stakeout (Not to exceed 1% of total price excluding mobilization) _____ dollars and _____ cents	\$ _____	\$ _____
32	1208.1	435	SF	Sign Face - Sheet Aluminum _____ dollars and _____ cents	\$ _____	\$ _____
33	1208.3	40	SF	Temporary Signage (Miscellaneous) _____ dollars and _____ cents	\$ _____	\$ _____
34	1209.1	40	LF	Pavement Markings (Thermoplastic), 4" Wide, White or Yellow _____ dollars and _____ cents	\$ _____	\$ _____
35	1209.11	120	LF	Pavement Markings (Thermoplastic), 12" Wide, White or Yellow _____ dollars and _____ cents	\$ _____	\$ _____
36	1209.12	50	SF	Pavement Markings (Thermoplastic), Symbols, Legends _____ dollars and _____ cents	\$ _____	\$ _____
37	1209.13	150	LF	Pavement Markings (Thermoplastic), White Stop Bars and Crosswalk Bars _____ dollars and _____ cents	\$ _____	\$ _____

Project No.
 CWF 2016-05
 Improvements to Regulators 034 and 025

Item No.	Spec. Reference	Est. Quantity	Unit	Item Description with Unit or Lump Sum Price Written in Words	Unit Bid Price	Amount in dollars
38	1209.4	500	LF	Temporary Pavement Markings (Fast-drying Paint), 4" or 12" Wide _____ dollars and _____ cents	\$ _____	\$ _____
39	1209.41	150	LF	Temporary Pavement Markings (Tape) 4" or 12" Wide _____ dollars and _____ cents	\$ _____	\$ _____
40	1209.42	150	SF	Temporary Pavement Markings (Fast-drying Paint), Symbols, Legends _____ dollars and _____ cents	\$ _____	\$ _____
41	1209.43	300	LF	Temp Pvmt Markings (Fast-drying Paint), White Stop Bars and White Crosswalk Bars _____ dollars and _____ cents	\$ _____	\$ _____
42	1210.01	240	LF	Pavement Markings (Epoxy Resin), 4" Wide, White or Yellow _____ dollars and _____ cents	\$ _____	\$ _____
43	1210.02	60	LF	Pavement Markings (Epoxy Resin), 12" Wide, White or Yellow _____ dollars and _____ cents	\$ _____	\$ _____
44	1500	1	ALLOWANCE	Uniformed Police Officers One Hundred Thousand _____ dollars and _____ cents	\$ 100,000.00	\$ 100,000.00
45	1505.1	1	LS	Special Precast Concrete Structure No.1 (Regulator 025 Overflow Weir) _____ dollars and _____ cents	\$ _____	\$ _____
46	1506.1	15	LF	Abandoning Pipe in Place (60" x 45" I.D.) _____ dollars and _____ cents	\$ _____	\$ _____
47	1508.1	5	CY	Controlled Low Strength Material (Miscellaneous) _____ dollars and _____ cents	\$ _____	\$ _____

Project No.
 CWF 2016-05
 Improvements to Regulators 034 and 025

Item No.	Spec. Reference	Est. Quantity	Unit	Item Description with Unit or Lump Sum Price Written in Words	Unit Bid Price	Amount in dollars
48	1508.2	15	CY	Controlled Low Strength Material (Trench Backfill) _____ dollars and _____ cents	\$ _____	\$ _____
49	1510.1	1	EA	Alter Existing Manhole, Catch Basin, or Drop Inlet (MH P18N005) _____ dollars and _____ cents	\$ _____	\$ _____
50	1510.2	1	EA	Alter Existing Manhole, Catch Basin, or Drop Inlet (Regulator 034) _____ dollars and _____ cents	\$ _____	\$ _____
51	1510.3	1	EA	Alter Existing Manhole, Catch Basin, or Drop Inlet (MH NUH04M0468) _____ dollars and _____ cents	\$ _____	\$ _____
52	1514	480	HR	Uniformed Trafficman (Flagger) _____ dollars and _____ cents	\$ _____	\$ _____
53	1518.1	8	MO	Changeable Message Sign - Loop Street _____ dollars and _____ cents	\$ _____	\$ _____
54	1519.1	1	LS	Portable Temporary Bridge _____ dollars and _____ cents	\$ _____	\$ _____
55	109-15	1	LS	Maintenance Bond _____ dollars and _____ cents	\$ _____	\$ _____

NOT FOR BIDDING PURPOSES
 REFERENCE COPY ONLY

TOTAL SUM IN WORDS:

\$ _____ Dollars

and _____ Cents

Signature of Bidder: _____ Dated: _____

Printed Name _____

Name of Firm _____

In submitting this Bid, the Bidder understands that the Authority reserves the right to reject any and all bids, or to waive any informality in the submitted bid documents.

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

Corporate Seal

Schedule of Bid Items

Bidder's Checklist (See Paragraph 34 of the Special Specifications and Notes)

At a minimum, each bidder shall ensure that their complete bid proposal includes the following documents:

1. Itemized Bid Proposal
2. Bid Security / Bond
3. Bidder's Statement of Qualifications Form
4. MBE/WBE Subcontractor Certification and Verification Form: See Par. 39 of the Special Specifications and Notes. (Clean Water Fund Memorandum Dated May 25, 2016)
5. DAS Certification: See Paragraph 35 of the Special Specifications and Notes. (DAS Update Bid Statement)
6. American Iron and Steel – Bidders Certification

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

INSERT BID SECURITY BOND HERE

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

STATEMENT OF BIDDER'S QUALIFICATIONS

(To be submitted by the Bidder with the Bid)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

1. Name of Bidder: _____
2. Bidder's Tax Identification Number: _____
3. Permanent Main Office Address: _____

4. When Organized: _____
5. If a Corporation, Where Incorporated: _____
6. How many years have you been engaged in construction under your present firm or trade name:

7. Contracts on hand: (Schedule these, showing gross amount of each Contract and the appropriate anticipated dates of completion)

8. General character of work performed by you:

9. Have you ever failed to complete any work awarded to you? If so, where and why:

10. have you ever defaulted on a Contract? If so, where and why.

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

11. List the more important contracts recently completed by you, stating approximate gross cost for each, and the month and the year completed.

12. List your major equipment available for this Contract.

13. Experience in work similar in importance to this project.

14. Background and experience of the principal members of your organization, including the officers.

15. Give Bank reference.

16. Will you upon request, fill out a detailed financial statement and furnish any other information that may be required by the Greater New Haven Water Pollution Control Authority.

Yes ___ No ___

17. The undersigned hereby authorizes and requests any persons, firm, or corporation to furnish any information requested by the Greater New Haven Water Pollution Control Authority in verification of the recitals comprising this statement of the Bidder's qualifications.

Dated at _____ this _____ day of _____ 200__.

(Name of Bidder)

By: _____

Title: _____

State of _____)

) SS

County of _____)

_____ being duly sworn,

deposes and says that he/she is _____

_____ of _____ and that

he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this _____ day of _____ 200__.

(Notary Public)

My Commission Expires: _____

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

Clean Water Fund Memorandum (2016-003)

**Disadvantaged Business Enterprise (DBE) Subcontractor Participation on Clean Water Fund
(CWF) Construction Projects**

I. PURPOSE

The municipality, through its Prime Contractor must make specified good faith efforts to attain the DBE goals as specified in this document in Section III. This is an administrative condition of the U.S. Environmental Protection Agency (EPA) Grant which funds Clean Water Fund Projects.

This memorandum supersedes the Clean Water Fund Memorandum Dated June 24, 2014

II. GOVERNING STATUTE OR REGULATION

General Compliance (Federal), 40 CFR, Part 33: The municipality, through its Prime Contractor must comply with the requirements of EPA's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE).

III. EPA REQUIREMENTS

The following clause shall be included in all construction contract documents for goods and services to be funded under the CWF:

The requirement for DBE subcontractor participation, expressed as a percentage of the total eligible contract amount, shall be a minimum of 8.0 percent with the following makeup:

MBE 3.0 percent WBE 5.0 percent

Failure to meet or exceed the required percentage or submit acceptable documentation of the six good faith efforts may render a bid non-responsive and may cause the bid to be rejected.

IV. CERTIFICATION

A DBE must be certified at the time that the subcontract for their services is executed. A business that is pending new certification, recertification, or whose certification has expired cannot be counted toward the goals.

In the case where a subcontractor DBE is certified as both a MBE and a WBE:

1. The prime contractor may count the entire value of the subcontract as either a MBE or a WBE.
2. The prime contractor may choose to split the subcontract between the MBE and the WBE categories to fulfill both goals. If the prime contractor chooses this route:
 - a. They must indicate the dollars to be apportioned to the categories either on the face of the copy of the fully executed subcontract submitted to the DEEP or by some other written method.

- b. The certification submitted to DEEP must indicate that the principal of the subcontractor is both a woman and a minority.
- c. For a certification that only identifies the subcontractor as a DBE, additional documentation is required as proof of dual status. In the case of ConnDOT, the detailed information page within their online database suffices as proof.

V. THE SIX GOOD FAITH EFFORTS AS SPECIFICALLY DEFINED BY EPA

The Six Good Faith Efforts are required methods employed by all DEEP Clean Water Fund recipients to ensure that all DBEs have the opportunity to compete for procurements funded by DEEP financial assistance dollars.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
6. If the Prime Contractor awards subcontracts, require the Prime Contractor to take the above steps.

The Prime Contractor's certification as a DBE has no effect on this requirement. Therefore, if the Prime Contractor is a DBE, the Six Good Faith Efforts defined above must be employed in the procurement of subcontracts to be secured to achieve the MBE 3.0% and WBE 5.0% participation. Also, for subcontracts for material suppliers, only 25% of the dollar value of their contracts may be applied toward the required percentage listed above unless that supplier manufactures those supplies and/or adds specialized input to the process.

VI. ACCEPTABLE CERTIFICATION OPTIONS

1. **Connecticut Department of Administrative Services (DAS)** - DEEP will continue to accept DAS certification until such time as other State entities are identified whose certification processes meet the EPA criteria. DAS will only certify Connecticut based firms that meet the criteria under CGS 4a-60g.
2. **Connecticut Department of Transportation (ConnDOT)** - Companies that desire to do business with ConnDOT as well as the DEEP should seek ConnDOT certification which will be accepted by the DEEP. DBE firms are advised that the certification process can take 90 days to complete. ConnDOT will certify both in state as well as out of state firms.

3. **The Environmental Protection Agency (EPA)** – In the event an entity cannot be certified by ConnDOT as a DBE, that entity should seek certification with EPA. Such entities must provide EPA with evidence from ConnDOT denying certification.
4. **Small Business Administration (SBA-Federal)**-SBA certification is available to companies under the Woman Owned Small Business (WOSB) program and the SBA 8(a) Business Development Program (www.sba.gov/8abd/) which has a net worth ceiling of \$250,000 for initial applicants.
5. **Other states certification**- Prime Contractors and Engineering Consultants may utilize certification from other states. Such certification must specify the DBE designation. Where there is no DBE certification option within a state, the instance must be presented to the DEEP Financial Administrator assigned to the project for consideration on a per case basis.

VII. DBE COMPLIANCE PROCESS

Within fourteen (14) calendar days after bid opening the apparent low bidder shall complete and submit to the municipality the Subcontractor Verification Form provided in the contract documents along with corresponding DBE certification for each subcontractor. The municipality must then submit copies as part of the bid application to DEEP as demonstration of compliance with this memorandum. **Failure to submit these documents by the close of business of the fourteenth calendar day after bid opening may result in the bid being deemed non-responsive and may cause the bid to be rejected.** Two executed copies of the DBE subcontracts must be submitted to the municipality, who must then submit one copy to the DEEP Financial Administrator as demonstration of compliance with this memorandum.

No payment requests will be processed by DEEP until the executed copies of the subcontracts are on file in the DEEP office.

It is understood that the Prime Contractor must make and document the good faith efforts as defined above. Should the contractor not meet the goals, documentation of good faith efforts will be required to be submitted to the DEEP Municipal Facilities Engineer for consideration that the good faith effort was extensive enough to warrant the acceptance of a lower goal for the specific contract in question.

The prime contractor is required to employ the six good faith efforts in that the DBE percentages shall be maintained or exceeded in the event of one subcontractor being substituted for another.

I hereby verify that I have read and understand the DBE requirements in this memorandum and will procure subcontracts whose percentages will meet or exceed the minimums listed above.

Contract Name _____

Prime Contractor Company Name _____

Prime Contractor Authorized Signature _____ **Date** _____

VIII. DEFINITIONS

CGS: Connecticut General Statutes

ConnDOT: Connecticut Department of Transportation

CWF: Clean Water Fund

DAS: Connecticut Department of Administrative Services

DBE: Disadvantaged Business Enterprise

DEEP: Department of Energy and Environmental Protection

EPA: Environmental Protection Agency (Federal)

MBE: Minority Business Enterprise

SBA: Small Business Administration (Federal)

WBE: Woman Business Enterprise

WOSB: Woman Owned Small Business (Federal program - SBA)

May 25, 2016
Date


Denise Ruzicka, Director
Planning and Standards Division
Bureau of Water Protection and Land Reuse

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY



Disadvantage Business Enterprise (DBE)

Subcontractor Verification Form

Prime Contractor Company Name: _____

Contract Name/Number: _____

Contract Award Amount: \$ _____

Note to general contractor: You are required to complete this form listing each DBE (MBE or WBE) subcontractor to be employed in work eligible for the Clean Water Fund within the table below. Please submit an original of this completed form, along with each subcontractor's current, valid DBE certificate, to the municipality within 14 days of bid opening. In the event that this form is not submitted with the bid application, the bid could be rendered nonresponsive and rejected.

Subcontractor Name	Address/Phone/E-mail	Name of Contact	Dollar Amount* (25% for Suppliers)	MBE %	WBE %
Totals:					

**Supplier is defined as follows: A supplier is a business which acts as a distributor of materials or equipment and which provides a commercially useful function when such activity is traditional in the industry manufacturing the material or equipment supplied. Suppliers will receive 25% credit for providing supplies and receive 100% for manufacturing or fabrication of supply items. Haulers will receive 100% credit if they provide the material that is hauled. Commercially useful function will normally include:*

- 1. Providing Technical Assistance to the purchaser prior to the purchase, during installation and after the supplies or equipment are placed in service;*
- 2. Manufacturing or being first tier below manufacturer of the supplies or equipment supplied;*
- 3. Providing Functions other than just accepting and referring request for supplies or equipment to another party for direct shipment to a contractor.*

The completion and submission of this form does not constitute a contractual agreement between the general contractor and the named subcontractor, but is solely for documenting proposed compliance with DBE participation under the Department of Energy and Environmental Protection's (DEEP) Clean Water Fund (CWF). Should another subcontractor be substituted in place of any firm named above, both the municipality and the DEEP (Clean Water Fund Unit, 79 Elm Street, Hartford 06106-5127) should be notified in writing within three (3) business days of the change. This form must be updated for each instance in which a subcontractor is replaced or added. The DBE percentages shall be maintained or exceeded in the event of one subcontractor being substituted for another.

Prime Contractor Authorized Signature: _____ Date: _____

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

INSERT DAS PREQUALIFICATION CERTIFICATE
AND DAS CONTRACTOR PREQUALIFICATION
UPDATE BID STATEMENT HERE

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

American Iron and Steel Provisions - Bidder Certification

The Bidder ("Contractor") acknowledges to and for the benefit of the Greater New Haven Water Pollution Control Authority ("Purchaser") and the State of Connecticut ("State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure, including without limitation any impairment or loss of funding, whether in whole or in part from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Please Print

Bidder (Contractor):

By:

Name of Contractor (Company)

Signature

Address

Print Name

City/State/Zip Code

Date

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY