TOWN OF STRATFORD

Stratford Town Hall, 2725 Main Street, Stratford, CT 06615
Phone: 203-385-4045 | Fax: 203-385-4046
Email: purchasing@townofstratford.com | www.townofstratford.com

PURCHASING DEPARTMENT

BID #2027-08

DIVERSION CHAMBER C INLET PIPE MODIFICATIONS
CURED-IN-PLACE (CIPP) LINING OF CORRUGATED METAL PIPE (CMP)
WATER POLLUTION CONTROL FACILITY

SEALED submissions are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Stratford.

Released: *Friday, 18th September, 2026*

Phillip Ryan, Purchasing Agent

Bidder:

_____
Doing Business As (Trade Name)

_____
Address

_____
Town / State / Zip

_____
Title (Mr /Ms)

_____
Signature

_____
Telephone

_____
E-mail

Sealed bids will be received by the Purchasing Department at the office of the Purchasing Agent, 2725 Main Street, Room 104, Stratford, Connecticut 06615, up to:

10:00AM, Friday, 16th October, 2026

NOTE:

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page with their bid proposal.
2. No bid shall be accepted from, or contracts awarded to, any person/company who is in arrears to the Town of Stratford upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Stratford.
3. Submissions are to be submitted in a sealed envelope and clearly marked "BID #2027-08" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.

INVITATION TO BID

The Town of Stratford ("Town") is seeking competitive bids from qualified contractors with proven industry experience to provide labor, materials, tools, equipment, and all else necessary, to perform the work as delineated in the Contract Documents prepared by Tighe & Bond, 1000 Bridgeport Avenue, Shelton, CT.

1. Project is paid for in part by Division of Emergency Management & Homeland Security (DEMHS).
2. Contractors must comply with State Prevailing Fair Wage Provisions (for new construction projects over $1,000,000.00 and remodel/repair projects over $100,000.00 – C.G.S. 31-53(g)).
3. Performance bond covering 100% of the contract price is required for contracts over $100,000.00 (C.G.S. 49-41).
4. Contractor must comply with DAS Contractor Prequalification requirements (>$1,000,000.00).

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60g, and 46a-68b through 46a-68f. This contract is subject to state contract compliance requirements, including nondiscrimination statutes and spending allocation goals. There is $4,135,621.90 in state-funding for this project. State law requires project-specific goals be set for this project based on the project's needs and available Small Business Enterprises ("SBEs") and Minority Business Enterprises ("MBEs"). The SBE goal for this project is 17.48%. The MBE goal for this project is 7.77%. The selected contractor must demonstrate good faith effort to meet the spending allocation goals.

PRE-BID MEETING

A non-mandatory site meeting will commence at Water Pollution Control Facility, 105 Beacon Point Road, Stratford, CT at 10:00AM on Tuesday, 29th September, 2026 for prospective bidders to scope the conditions.

- While the meeting is not mandatory, prospective bidders are encouraged to attend and will be required to sign-in at commencement of the meeting. The sign-in sheet will be posted on the Purchasing Department website as below. Copies will not be made available at the meeting, nor will they be distributed by fax or email.
- All requests for information will be answered in writing as specified below under RFI / Addenda.

REQUESTS FOR INFORMATION (RFI) / ADDENDA

Direct requests in writing to: Town of Stratford, Purchasing Department
Attention: Phillip Ryan, Purchasing Agent
E-mail: PRyan@townofstratford.com

NOTE: Written requests for information will not be accepted after 12:00PM on Wednesday, 7th October, 2026.

Response will be in the form of an addendum that will be posted approximately Tuesday, 13th October, 2026 at the close of business to the Purchasing Department website: https://www.stratfordct.gov/page/purchasing-department

It is the responsibility of each bidder to retrieve addenda from the website. Any contact about this bid between a Bidder and any other Town official and/or department manager and/or Town of Stratford employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above. Addenda will not be mailed, e-mailed or faxed out.

BID BOND / BID SECURITY

A five (5) percent bid bond or equal approved security as stated per the Terms and Conditions must be submitted with the proposal. Any bid submitted without such security will be excluded from the bidding process. No exceptions.

CHECKLIST

The following must be submitted with proposal:

- ☐ Cover page, completed and signed.
- ☐ Bid Form(s)
- ☐ Addenda acknowledged on Bid Form, or submitted if requested.
- ☐ Bid Bond or Equal Approved Security.
- ☐ Non-Collusion Affidavit
- ☐ AIA Document A305 – Contractor's Qualification Statement.
- ☐ List of five (5) equivalent projects completed within the last three (3) years. (Include project and reference contact information for each.)
- ☐ List of all subcontractors identifying each trade, hourly rates, location, and Tax ID number.
- ☐ Identify any exceptions that may apply. These must be itemized and attached to the proposal form.
- ☐ Contractor Prequalification Statement. (>$1,000,000.00).
- ☐ Update Bid Statement. (>$1,000,000.00).
- ☐ This contract is subject to state spending allocation goals and contract compliance requirements enforced by CHRO.
- ☐ W9 Form.

The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any material supplier found in the Contract Documents are listed herewith in this Bid Form.

Name _____ Title _____ Signature _____ Date_____

PURCHASING DEPARTMENT
TOWN OF STRATFORD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID

BID PROPOSALS

Bid proposals are to be submitted in a sealed envelope and clearly marked on the outside "BID #2027-08" including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bid proposals are to be in the office of the Purchasing Department, Town Hall, 2725 Main Street, Room 104, Stratford, Connecticut, prior to date and time specified, at which time they will be publicly opened.

RIGHT TO ACCEPT / REJECT

AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE TOWN OF STRATFORD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF STRATFORD.

POWER OF REJECTION

The Mayor shall have the power to reject all bids and to advertise again.

QUESTIONS

Questions concerning conditions, bidding guidelines and specifications should only be directed in writing to:

Mr. Phillip Ryan, Purchasing Agent: PRyan@townofstratford.com

Inquiries must reference date of bid opening, requisition or contract number, and must be received no later than as indicated in the bid documents prior to date of bid opening. Failure to comply with these conditions will result in the bidder waiving the right to dispute the bid specifications and conditions.

BID BOND

The BID BOND furnished, as bid security, must be duly executed by the bidder as principal. It must be in the amount equal to five percent (5%) of the total estimated bid, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within ten days thereafter, execute such contract and furnish a Performance Bond and Payment Bond.

Small businesses may elect to obtain an irrevocable letter of credit or cashier's check in lieu of the Bid Bond. Such surety must also be in an amount equal to at least five percent (5%) of the total estimated bid.

All bid bonds shall be written by a surety company or companies licensed in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided, the bidder shall be deemed non-responsive.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

NOTE: Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration.

PRICES

Prices quoted must be firm, for acceptance by the Town of Stratford, for a period of ninety (90) days. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid.

F.O.B. DESTINATION

Prices quoted shall be net, delivered to destination. Bids quoting other than F.O.B. Destination may be rejected.

PERFORMANCE AND LABOR AND MATERIAL BOND

The successful bidder, within seven (7) business days after notification of award, will be required to furnish Performance and Labor and Material Bond provided by a company authorized to issue such bonds in the State of Connecticut, or Certified Check or properly executed Irrevocable Letter of Credit equal to a hundred per cent (100%) of the award.

In the event that the Contractor where required to provide evidence of insurance and a performance bond does not do so before beginning work, the Town of Stratford reserves the right to withhold payment from such supplier until the evidence of insurance and performance bond has been received by the Town.

All payment and performance bonds shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VIII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if approved surety bonds cannot be provided the contract shall be terminated.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

BOND REQUIREMENT – NON-RESIDENT CONSTRUCTION CONTRACTORS

Overview: The law requiring nonresident construction contractors to furnish security for Connecticut taxes arising from jobs performed in Connecticut has been changed in the following major ways:

- Under the law as amended, there are two classes of nonresident contractors: verified and unverified. A nonresident prime or general contractor may gain verified status and thus eliminate the requirement to file a surety bond with the Department of Revenue Services (DRS), and a nonresident subcontractor may become verified and thus eliminate the requirement for the prime or general contractor to hold back a portion of the amount owed the subcontractor under the contract.
- Under the law as amended, a single surety bond for 5% of the entire project price is required to be filed with DRS by an unverified prime or general contractor where the contract price for the entire project is $250,000.00 or more. A person doing business with an unverified prime or general contractor for such a project must obtain proof that such contractor has filed a bond with DRS, but is no longer required to withhold an amount from payment due such contractor under the contract.
- A prime or general contractor must hold back 5% of the amount due an unverified subcontractor until the subcontractor obtains and furnishes AU-968, *Certificate of Compliance*, from DRS. An AU-968 authorizes the prime or general contractor to release all or a portion of the amounts held back from payment to the unverified subcontractor.

Prior law required compliance with one of three options to secure payment of Connecticut taxes for each contract with a nonresident prime or general contractor and with a nonresident subcontractor: (i) a nonresident contractor could furnish DRS a guarantee bond for 5% of the total contract price; or (ii) a nonresident contractor could furnish DRS a cash bond for 5% of the total contract price; or (iii) persons doing business with nonresident contractors would be required to withhold 5% of the total contract price and deposit it with DRS. This law meant that compliance with the law was required for each subcontract for a single project to real property in Connecticut. As under prior law, owners or tenants of residential real property are excluded from the requirements of Conn. Gen. Stat. §12-430(7).

More information may be obtained from: SN 2012-2

PERMITS

The contractor shall be responsible for securing all necessary permits, state and local, and as required by the Town of Stratford.

PAYMENT PROCEDURES

No voucher, claim or charge against the Town shall be paid without the approval of the Director of Finance for correctness and legality.

PAYMENT PERIOD

The Town of Stratford shall put forth its best effort to make payment within thirty days (30) after delivery of the item acceptance of the work, or receipt of a properly completed invoice, whichever is later. Payment period shall be net thirty days (30) unless otherwise specified. For projects that do not require a performance or bid bond, The Town of Stratford reserves the right to retain five percent (5%) of total bid amount, which is payable ninety (90) days after final payment or acceptance of the work.

THE CONTRACTOR

The Contractor for the work described shall be thoroughly familiar with the requirements of all specifications, and the actual physical conditions of various job sites. The submission of a proposal shall be construed as evidence that the Contractor has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

ASSIGNMENT OF CONTRACT

No contract may be assigned or transferred without the consent of the Town of Stratford.

AWARD OF BIDS

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, the Town of Stratford reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Town.

The Town will be reviewing proposals to ensure contractors/individuals/suppliers/vendors are not debarred or suspended.

The System for Award Management (SAM.gov):
https://sam.gov/content/home

CT Department of Labor:
https://portal.ct.gov/dol/knowledge-base/articles/wage-and-workplace-standards/debarment-lists?language=en_US

BIDDING FOR PUBLIC WORK OR IMPROVEMENT

Any public work or improvement costing more than twenty-five thousand ($25,000.00) dollars shall be executed by contract except where specified work or improvement is authorized by the council based on detailed estimates submitted by the department authorized to execute such work or improvement.

All contracts for more than twenty-five thousand ($25,000.00) dollars shall be awarded to the lowest responsible bidder, after public advertisement and competition, as may be prescribed by ordinance.

The Mayor shall establish reasonable regulations for prefiling sub bids on construction contracts where it is anticipated that the contracting party shall subcontract all or a portion of the work to be done.

Any public work or improvement costing more than twenty-five thousand ($25,000.00) dollars shall be executed by contract except where specified work or improvement is authorized by the Council based on detailed estimates submitted by the Department authorized to execute such work or improvement. All contracts under this section shall be awarded by the Town Council to the lowest responsible bidder, after public advertisement as specified above.

NONUSE OF WASTES

A. All bids and contracts related to the retention of services to construct or maintain any publicly owned and/or maintained road or real property within the Town of Stratford shall include a provision stating that no materials containing natural gas or oil waste shall be utilized in providing such a service.

B. All bids and contracts related to the purchase or acquisition of materials to be used to construct or maintain any publicly owned and/or maintained road or real property within the Town of Stratford shall include a provision stating that no materials containing natural gas or oil waste shall be provided to the Town of Stratford.

C. The following statement, which shall be a sworn statement under penalty of perjury, shall be included in all bids related to the purchase or acquisition of materials to be used to construct or maintain any publicly owned and/or maintained road or real property within the Town of Stratford and all bids related to the retention of services to construct or maintain any publicly owned and/or maintained road or real property within the Town of Stratford:

"We ____ hereby submit a bid for materials, equipment and/or labor for the Town of Stratford. The bid is for bid documents titled ____. We hereby certify under penalty of perjury that no natural gas waste or oil waste will be used by the undersigned bidder or any contractor, subcontractor, agent or vendor agent in connection with the bid; nor will the undersigned bidder or any subcontractor, agent or vendor agent thereof apply any natural gas waste or oil waste to any road or real property within the Town of Stratford as a result of the submittal of this bid if selected."

CHANGE ORDERS

Approval Required: Except as specified herein, when any public work or improvement has been executed by contract, no changes in the terms, conditions or scope of said contract nor deviations from the specifications made a part of that contract which would result in any way in an increase in the cost of that contract to the Town shall be allowed except by the approval of the Council.

Review: Any request for change orders shall first be considered by an appropriate committee appointed and then referred to the Council for appropriate action.

Mayor's Approval: Notwithstanding any provision to the contrary herein, the Mayor, acting upon the advice of the Town Engineer, shall have the authority to approve any such changes or deviations without the approval of the Council, provided that the cost of any such changes or deviations does not exceed the sum of $5,000.00 and further provided that, in the opinion of the Mayor, due to extraordinary conditions, unforeseen contingencies, market conditions or the nature of the requested change, it would not be feasible or in the best interest of the Town to delay approval of the requested change.

GUARANTEE

Equipment, materials and/or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and/or unsatisfactory work, shall be borne by the Contractor.

CATALOGUE REFERENCE

Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards. The successful bidder will agree to indemnify and hold harmless the Town of Stratford for any and all damages that may be assessed against the Town.

LIFE CYCLE COSTING

Where applicable, Life Cycle Costing will be used as a criterion for awarding bids. This is a method of calculating total cost of ownership of an item over the life of the product, which may include operation and maintenance expenses, transportation, salvage value, and/or disposal costs.

INSURANCE

The Contractor shall not commence any work under the Contract until all insurance required by this section has been obtained and Certificates of Insurance and any other evidence of required coverage requested by the Town, including a copy of the policy itself, have been received and approved by the Town.

Such policies shall stipulate that no coverage can be changed or canceled, including for non-payment of premium, unless the Town has had thirty (30) days prior notice in writing. Certificates of renewals or changes in policies shall be delivered to the Owner at least thirty (30) days prior to the expiration of the policy.

All insurance issuers chosen by the Contractor must be licensed to do business in the State of Connecticut and rated A- or better by A.M. Best Rating Services.

The Town always reserves the right to reject insurance companies, if approved insurance policies cannot be provided the contract shall be terminated.

The insurance requirements set forth below are minimum limits of coverage only and in no way limit the Contractor's liability.

The following insurance is required to be maintained in full force until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years.

Worker's Compensation: The Contractor shall carry Worker's Compensation and Employer's Liability Insurance in the form and in such amounts as may be currently required to comply with the Labor Laws of the State of Connecticut. Statutory Limits.

Automobile Insurance: The Contractor shall carry and maintain during the life of the Contract a policy with a combined single limit of $1,000,000.00 and rider CA9948 or equivalent.

This policy shall include all liability of the Contractor arising from the operation of all self-owned motor vehicles used in the performance of the Contract; and shall also include a "non-Ownership" provision covering the operation of motor vehicles not owned by the Contractor, but used in the performance of the work.

Commercial General Liability:

- Per Occurrence Limit: $1,000,000
- Aggregate Limit: $3,000,000
- Bodily Injury and Property Damage Limit: $5,000,000
- Products/Completed Operations Limit: $1,000,000

This policy shall include Subcontractor's Liability coverage, protecting the Contractor and the Town against liability arising out of the activities of Subcontractors engaged by him/her in the performance of the work.

Umbrella Policy: An umbrella policy in the amount of $5,000,000.00 covering general liability, auto liability, and employer liability is required.

Waiver of Subrogation: Waiver of subrogation is required on all policies.

Additional Insureds: The Town of Stratford, its officers, officials, employees, agents, boards, and commissions shall be named as Additional Insureds. The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Stratford. A waiver of subrogation applies under general liability, auto liability and workers compensation.

The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Stratford. A waiver of subrogation applies under general liability, auto liability and workers compensation.

Subcontractor's Insurance: Each Subcontractor engaged by the Contractor to perform any work under the Contract shall obtain all insurance required of the Contractor in the same amounts and subject to the same provisions specified above for the Contractor, including the Additional Insured requirement. Certificates of Insurance shall be submitted to the Contractor and the Town and approved by the Town, before commencing any work.

HOLD HARMLESS

Contractor shall defend, indemnify, and hold harmless the Town of Stratford, its officers, employees, agents or volunteers, from and against any and all claims and demands of any nature for any loss, damage or injury which any person may suffer by reason of, or in any way arising out of, this Agreement, unless caused by the sole negligence of the Town.

FEDERAL, STATE, AND LOCAL LAWS

All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein**.** If the total amount of the project, including any current or future change orders, exceeds $100,000.00 all work is to be done in accordance with Connecticut Department of Labor (CT-DOL) rules and regulations. More information may be obtained from: CT Department of Labor

The Davis-Bacon and Related Acts, shall apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000.00 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. More information may be obtained from: https://www.dol.gov/whd/govcontracts/dbra.htm

NOTE: The Town shall apply the most current wage decision applicable at the time of contract award.
It is the Contractor's responsibility to obtain work classifications not included in the Wage Decisions package.

CONFLICT OF INTEREST

No officer or employee or member of any elective or appointive board, commission, committee or council of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, committee or council of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee or council of which he/she is a member.

SCOPE OF WORK / SITE INSPECTIONS
The bidder declares that the scope of the work has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions). If applicable, the bidder further declares that the site has been inspected as called for in the specifications (q.v.).

EXCEPTION TO SPECIFICATIONS
No protest regarding the validity or appropriateness of the specifications or of the Invitation for Bids will be considered, unless the protest is filed in writing with the Purchasing Agent prior to the closing date for the bids. All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

UNLESS OTHERWISE NOTED
It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

TAX EXEMPT
Federal Tax Exemption 06-6002103.
Exempt from State Sales Tax under State General Statues Chapter 219-Section 12-412 Subsection A.

SUPPLEMENTAL
A. Performance bond covering 100% of the contract price is required for contracts over $100,000.00 (C.G.S. 49-41).
B. Project is paid for in part by Division of Emergency Management & Homeland Security (DEMHS).
C. Contractors must comply with State Prevailing Fair Wage Provisions (for new construction projects over $1,000,000.00 and remodel/repair projects over $100,000.00 – C.G.S. 31-53(g)). See more information below.
D. Contractor must comply with DAS Contractor Prequalification requirements, if applicable over $1,000,000.00.

PREVAILING WAGES
The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (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 project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO)
NON-DISCRIMINATION CONTRACT LANGUAGE
Pursuant to Connecticut General Statutes Section 4a-60 and except as provided in section 10a-151i of the General Statutes, every contract to which a state agency or political subdivision of the state, including a municipality or quasi-public agency, is a party to shall contain the following provisions:

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

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

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

DAS PREQUALIFICATION OF BIDDERS

A. Municipal contracts for the construction or renovation of a public works project, where the estimated value is $1,000,000.00 or greater, will need to comply with C.G.S. Sec. 4b-91. In such cases the contractors must be pre-qualified by the State of Connecticut Department of Administrative Services (DAS). When applicable, this requirement will need to be included in the Invitation to Bid as a prerequisite for selecting the Lowest Responsible and Qualified Bidder.

B. "Prequalification" means prequalification issued by DAS to bid on a contract or perform work pursuant to a contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or any other public work by the state or a municipality.

C. It is permissible to use AIA form A305, Contractor's Qualification
   i. Statement, as a prerequisite to bidding, provided prequalification.
   ii. Does not prevent minority/women owned firms from bidding.
   iii. Consult your architect.

LEGISLATIVE CHANGE:

Effective October 1, 2023 DAS Construction Contractor Prequalification Program

- Contractors bidding on a contract for work for the state or a municipality that is estimated to cost more than $1,000,000 and is funded, in whole or in part, by state funds must be prequalified. Effective October 1, 4a-100 of the general statutes is increasing the requirement for prequalification for projects from $500,000 to $1,000,000.
- Responses to solicitations over $500,000 but under $1,000,000 will not require DAS Prequalification, however, the solicitation will require the bidder to provide specific information including, but not limited to, business organization information, legal administrative procedures, qualification status, and workforce development initiatives.

FUNDER

Division of Emergency Management & Homeland Security (DEMHS)
DEMHS Grant No: LPDM-PJ-01-CT-2023-001
Award (Federal): $4,135,621.90

Project Manual
Volume 1 of 1

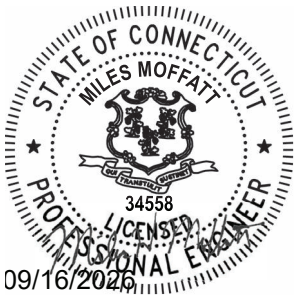
Diversion Chamber C Inlet Pipe Modifications

S1924053 WPCF Stormwater Study

Town of Stratford Water Pollution Control Facility

09/15/2026

Issued for Bidding





Tighe & Bond

1000 Bridgeport Avenue
Suite 320
Shelton, CT 06484

Diversion Chamber C Inlet Pipe Modifications
Town of Stratford
Stratford, CT

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SECTION 00200

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 DEFINED TERMS

1.1 Terms used in these instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions.

ARTICLE 2 COPIES OF BIDDING DOCUMENTS

2.1 Refer to Advertisement for Bids for information on examination and procurement of documents.

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

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

ARTICLE 3 QUALIFICATIONS OF BIDDERS

3.1 Bidders shall be experienced in the kind of Work to be performed, shall have the necessary equipment, and shall possess sufficient capital to properly execute the Work within the time allowed. Bids received from Bidders who have previously failed to complete Work within the time required, or who have previously performed similar Work in an unsatisfactory manner, may be rejected. A Bid may be rejected if Bidder cannot show that he has the necessary ability, plant and equipment to commence the Work at the time prescribed and thereafter to prosecute and complete the Work at the rate or within the time specified. A Bid may be rejected if Bidder is already obligated for the performance of other Work which would delay the commencement, prosecution or completion of the Work.

Provide with the Bid a summary of experience and representative projects to show Bidder's experience with similar projects. List the ten (10) most recent projects that you have completed in the last five (5) years that are similar to this project in scope and size. Describe the work, state the contract amount, provide the date of completion or the anticipated completion date, and provide a list of names including Owner, Owner's representative, and telephone number of reference person from the Owner's staff that is most familiar with the referenced project. Submit with the bid a summary of experience and representative projects to show compliance with these qualifications.

3.3 Bidders may be investigated by Owner to determine if they are qualified to perform the Work. All Bidders shall be prepared to submit within five days of Owner's or Engineer's request, written evidence of such information and data necessary to make this determination. The investigation of a Bidder will seek to determine whether the organization is adequate in size, is authorized to do business in the jurisdiction where the project is located, has had previous experience and whether available equipment and financial resources are adequate to assure Owner that the Work will be completed in accordance with the terms of the Agreement. Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of such Bidder fails to satisfy Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

A. Bidders may be required to provide a letter stating that the Bidder is in good financial standing. The letter must:

1. Be provided by a financial institution or certified public accountant having a relationship with the Bidder;

2. Be on the bank or accountant's letterhead;

3. Include name and contact information for the bank or accountant including address, email and telephone number;

4. Identify the account holder(s), whose names must match the name of the Bidder, the type and length of business relationship, and the historical status of the accounts (i.e. Good standing, timely payments, no overdrafts, etc.); and

5. NOT include account numbers, account amounts, or lines of credit.

3.4 Any Bid, from a Bidder who is on a US Government and/or State of Connecticut Debarred Contractor List, will be rejected by the Owner in accordance with State and Federal Laws and Regulations.

ARTICLE 4 SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.1 The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment are to be obtained and paid for by Contractor.

4.2 Existing Site Conditions

A. Subsurface and physical conditions; hazardous environmental conditions

1. The supplementary conditions identify:

a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.

b. those drawings known to Owner of physical conditions in or relating to existing surface and subsurface structures at the Site (except Underground Facilities).

c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

d. Technical Data contained in such reports and drawings.

2. Copies of reports and drawings referenced above will be made available for review at Engineer's office. These reports and drawings are not part of the contract documents, but the technical data contained therein upon whose accuracy bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion bidder draws from any technical data or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in article 1 of the General Conditions will apply.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site

are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by Owners of such Underground Facilities, including Owner, or others.

C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 5.06 of the General Conditions.

4.3 Site Visit and Testing by Bidders

A. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

B. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property Owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

C. Bidder shall provide insurance in the amount required by the Owner and shall be solely responsible and liable for any damages, fines, consequential damages, etc. resulting from their activities.

D. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.4 Owner's Safety Program

A. Site visits and Work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.5 Other Work at the Site

A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other Work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (prime Contractors) and relates to the Work for which a Bid is to be submitted. If Owner is party to a written Contract for such other Work, then on request, Owner will provide to each Bidder access to examine such Contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 BIDDER'S REPRESENTATIONS

5.1 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, including any Addenda, data, and referenced items identified in the Bidding Documents;

B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, or performance of the Work; including federal procurement recq

D. carefully study all reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or adjacent to the Site which have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and carefully study all reports and drawings relating to a Hazardous Environmental Condition, if any, at or adjacent to the Site which have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

E. consider the information known to Bidder itself; information commonly known to Contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on 1) the cost, progress, and performance of the Work; 2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and 3) Bidder's safety precautions and programs;

F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price Bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the Work to be performed by Owner and others at the site that relates to the Work as indicated in the Bidding Documents;

H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;

I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and finishing of the Work; and

J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 NON-MANDATORY PRE-BID CONFERENCE

6.1 A non-mandatory pre-Bid conference will be held at the time and location stated in the Invitation or Advertisement to Bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders should attend and participate in the conference. Engineer will transmit to all Prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 INTERPRETATIONS AND ADDENDA

7.1 All questions about the meaning or intent of the Bidding Documents shall be submitted in writing to the purchasing Agent - Mr. Phillip Ryan via email at:

Pryan@townofstratford.com

7.2 Prospective Bidders must be registered users of the website to submit questions regarding the project. In order to receive consideration, questions must be received by Engineer at least seven days prior to the date fixed for the opening of Bids. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda to all parties recorded by Engineer as having received the Bidding Documents not later than five days prior to the date fixed for the opening of Bids. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.3 Addenda may be issued to clarify, correct, supplement or change the Bidding Documents. Such Addenda, if any, will be issued in the manner and within the time period stated in paragraph 7.2.

7.4 The Bidder must acknowledge receipt of each Addendum, if any, in the space provided on the Bid form.

ARTICLE 8 BID DEPOSIT

8.1 In the Bidding Documents, the terms “Bid security” and “Bid deposit” shall have the same meaning.

8.2 **A Bid must be accompanied by Bid security made payable to Owner in an amount of 5% of Bidder’s maximum Bid price** (including any additive alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

8.3 All Bid deposits of General Bidders, except those under consideration by Owner, will be returned within 5 days, excluding Saturdays, Sundays and legal holidays, after the opening of General Bids. Other Bid deposits will be returned upon the execution and delivery of the Agreement. The Bid deposit of the Successful Bidder will be retained until such Bidder has furnished the required Contract security and executed the Agreement, whereupon the Bid deposit shall be returned. If the Successful Bidder fails to furnish the required Contract security within 15 days after the Notice of Award and execute the Agreement within 5 days after receipt from Owner, Owner may annul the Notice of Award and the Bid deposit of that Bidder will be forfeited to Owner as liquidated damages for such failure.

ARTICLE 9 CONTRACT TIMES

9.1 The number of days within which, or the dates by which, the Work is to be:

A. substantially completed, and/or

B. completed and ready for final payment

are set forth in the Agreement.

ARTICLE 10 LIQUIDATED DAMAGES

10.1 Provisions for liquidated damages, if any, for failure to timely attain Substantial Completion or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 SUBSTITUTE AND "OR EQUAL" ITEMS

11.1 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the Bidding and Contract award process of possible substitute or "or equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the effective date of the Contract.

ARTICLE 12 SUBCONTRACTORS, SUPPLIERS, AND OTHERS (NOT USED)

ARTICLE 13 PREPARATION OF BID

13.1 A Bid must be made on the Bid form included with the Project Manual. The Bid form shall not be altered in any way.

13.2 The Bid form must be completed in ink. Blank spaces in the Bid form must be filled in correctly where indicated, and the Bidder must state, both in words and numerals, the prices for which he proposes to complete each and every item of Work. Ditto marks shall not be used.

13.3 A Bidder shall execute his Bid as stated below.

A. A Bid by an individual shall show the Bidder's name and official address.

B. A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature) accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

C. A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature) and must be accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the corporate secretary. The state of incorporation and the official corporate address shall be shown.

D. A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

E. A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid form. The official address of the joint venture shall be shown.

F. All names must be printed in ink below the signature.

13.4 The Bid shall contain an acknowledgment of the receipt of all addenda in the space provided on the Bid form.

13.5 Postal and email addresses and telephone number to which communications regarding the Bid are to be directed shall be shown.

13.6 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state Contractor license number, if any, shall also be shown on the Bid form.

13.7 In order to be considered for selection, the Bidder must submit a complete Bid package in accordance with these Bidding documents. Partial Bids will not be accepted. Refer to the Bid form for a list of documents that shall be submitted in addition to the Bid form.

13.8 Any deviations in completion of the Bid form and accompanying documents from the instructions provided in this article may be cause for rejection of the Bid.

ARTICLE 14 BASIS OF BID

14.1 Lump Sum

A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid form and include a separate price for each alternate described in the Bidding Documents as provided for in the Bid form.

B. The award will be based on the lowest responsible and eligible Bid.

C. For unit price items, discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between any indicated sum and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

ARTICLE 15 SUBMITTAL OF BID

15.1 A Bid shall be received no later than the date and time prescribed and at the place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope plainly marked with the Project title, the name and address of Bidder, and shall be accompanied by the Bid deposit and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED". When using the mail or other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Bid at the place and prior to the time indicated in the Advertisement for Bids. A mailed Bid shall be addressed to Owner at the address in the Advertisement for Bids.

15.2 Bids received after the date and time prescribed for the opening of Bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 MODIFICATION OR WITHDRAWAL OF BID

16.1 Withdrawal Prior to Bid Opening

A. A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

16.2 Modification Prior to Bid Opening

A. If a Bidder wishes to modify its Bid prior to the Bid opening, Bidder must withdraw its initial Bid in the manner specified in paragraph 16.1.A and submit a new Bid prior to the date and time for the opening of Bids.

16.3 Withdrawal After Bid Opening

A. If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and demonstrates to the reasonable satisfaction of Owner within said time that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned.

ARTICLE 17 OPENING OF BIDS

17.1 Bids will be opened as indicated in the Advertisement for Bids and publicly read aloud.

17.2 In order to be considered for selection, Bids must arrive at the designated location on or before the date and time specified in the Advertisement for Bids. Bidders mailing their Bids should allow for normal mail delivery time to ensure timely receipt of their Bids by Owner.

17.3 Bids received by mail or otherwise after the time specified for the opening of Bids will not be accepted and will be returned to the Bidder unopened.

17.4 No responsibility will attach to Owner, its employees or the Engineer for premature opening of a Bid not properly addressed and identified in accordance with the Bidding Documents.

ARTICLE 18 DISQUALIFICATION OF BIDDERS

18.1 More than one Bid for the same Work from an individual, or a firm, partnership, corporation or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder is interested.

ARTICLE 19 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

19.1 All Bids will remain subject to acceptance for the period of time stated in the Bid form, but Owner may, in its sole discretion, release any Bid and return the Bid deposit prior to the end of this period.

ARTICLE 20 EVALUATION OF BIDS AND AWARD OF CONTRACT

20.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities, and the right to disregard all nonconforming, nonresponsive or conditional Bids.

20.2 Owner reserves the right to reject any Bid not accompanied by specified documentation and Bid deposit.

20.3 Owner reserves the right to reject any Bid if it shows any omissions, alterations of form, additions not called for, conditions or qualifications, or irregularities of any kind.

20.4 Owner reserves the right to reject any Bid that, in his sole discretion, is considered to be unbalanced or unreasonable as to the amount Bid for any lump sum or unit price item.

20.5 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid form or prior to the Notice of Award.

20.6 In evaluating whether a Bidder is responsible, Owner will consider the qualifications the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

20.7 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

20.8 If the Owner awards the Contract for the Work, such award shall be to the responsible Bidder (who has neither been disqualified nor rejected pursuant to Article 18 or this Article 20) submitting the lowest responsive Bid.

20.9 If the lowest responsible and qualified Bidder's price submitted is in excess of funds available to make an award, the Owner reserves the right to negotiate with such Bidder and award the Contract on the basis of the funds available, without change in the Contract, Specifications, Drawings and other requirements. If the award of the Contract on such basis is refused by such Bidder, the Owner reserves the right to negotiate with other Bidders in ascending order of Bid prices without change in the Contract, Specifications, Drawings and other requirements.

20.10 Contents of the Bid of the Successful Bidder will become part of any Contract awarded.

ARTICLE 21 CONTRACT SECURITIES

21.1 Performance and Payment Bonds shall be furnished by the Successful Bidder. The amounts of and other requirements for Performance and Payment Bonds are stated in article 6 of the General Conditions. Performance and Payment Bonds submitted shall be posted by a recognized surety company having a place of business in the State of Connecticut. All Performance and Payment Bonds signed by an agent must be accompanied by a certified copy of the authority to act. Performance Bonds and Payment Bonds shall be submitted on the forms included in Sections 00610 and 00615, respectively, of the Contract Documents. Additional requirements may be stated in the General or Supplementary Conditions.

21.2 Within 15 days from the date of the Notice of Award, the Successful Bidder shall deliver to Owner and Engineer, for review and approval, the Performance Bond and the Payment Bond he proposes to furnish at the time of the execution of the Agreement.

21.3 The required contract securities will become part of the Contract Documents.

ARTICLE 22 CONTRACT INSURANCE

22.1 The requirements for insurance to be provided by the Successful Bidder are stated in Article 6 of the General Conditions and in the Supplementary Conditions.

22.2 Within 15 days from the date of the Notice of Award, the Successful Bidder shall deliver evidence of required insurance to Owner and Engineer.

22.3 The required insurance certificates will become part of the Contract Documents.

ARTICLE 23 SIGNING OF AGREEMENT

23.1 The Owner will transmit the required number of unsigned agreements to the successful Bidder with the Notice of Award. Within 15 days of the date of the Notice of Award, the successful Bidder shall sign the agreements and return them to the Owner. The Owner will return one executed Contract to the successful Bidder.

ARTICLE 24 SALES TAXES

24.1 Owner is exempt from Connecticut State sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid. The exemption certificate will be provided to the Successful Bidder.

ARTICLE 25 CONNECTICUT PREVAILING WAGE RATES

25.1 Minimum Wage Rates as determined by the Commissioner of Department of Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27D, as amended, apply to this project. The Wage Rate Determination is included in Part II of the Supplementary Conditions.

25.2 It is the responsibility of the Contractor, before Bid opening, to request if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the project Work under this Contract. Federal Minimum Wage Rates as determined by the United States Department of Labor and under the Davis-Bacon Act also apply to this project.

25.3 Minimum Wage Rates as determined by the Connecticut State Labor Commissioner as required under [section 22a-482-4(p)(3) of the CWF regulations][section 31-53(g) of the Connecticut General Statutes] as amended, apply to this project unless the total Bid is less than $1,000,000 for new construction or $100,000 for remodeling, refinishing, refurbishing, rehabilitation, alteration or repair projects. The Wage Rate Determination is included in Part II of the Supplementary Conditions.

25.4 It is the responsibility of the Bidder before Bid opening to request any additional information on Minimum Wage Rates for those tradespeople who may be employed for the proposed Work under this Contract.

25.5 If the Contract price is in excess of $100,000, provisions of the Contract Work Hours and Safety Standards Act at 29 CFR 5.5(b) apply.

END OF SECTION

J:\S\S1924 STRATFORD\053 WPCF STORMWATER STUDY\DESIGN\SPECIFICATIONS\CHANGE ORDER CIPP\00200 - INSTRUCTIONS TO BIDDERS.DOCX

American Drilling & Boring Co., Inc.

54 WATER STREET EAST PROVIDENCE, R. I.

SHEET 1 OF 2

TO C.A.Maguire & Assoc. | ADDRESS Prov., RI

PROJECT NAME Sewer Extension System | LOCATION STRATFORD, CT.

REPORT SENT TO above | PROJ. NO.

SAMPLES SENT TO " | OUR JOB NO. 67-196

DATE

HOLE NO. BH-112

LINE & STA.

OFFSET

GROUND WATER OBSERVATIONS

6'2" after 1/2 Hours
casing @ 30'

after Hours

	CASING	SAMPLER	CORE BAR.
Type		S/S	
Size I.D.	2½"	1-3/8"	
Hammer Wt.	300#	140#	BIT
Hammer Fall	24"	30"	

SURFACE ELEV.

DATE STARTED 8/17/67

DATE COMPL. 8/18/67

BORING FOREMAN C.Lenling

INSPECTOR

SOILS ENGR.

LOCATION OF BORING:

Casing Blows per foot	Sample Depths From – To	Type of Sample	Blows per 6" on Sampler From To 0-6	6-12	12-18	Moisture Density or Consist.	Strata Change Elev.	SOIL IDENTIFICATION Remarks include color, gradation, Type of soil etc. Rock-color, type, condition, hardness, Drilling time, seams and etc.	SAMPLE No.	Pen	Rec.
10	0'-1'-6"	D	7	12	14	moist medium dense		Brown fine to coarse SAND, Some medium gravel, trace silt, FILL	1	18"	18"
13							3'-6"				
19											
22											
36											
15	5'- 6'6"	D	13	16	20	moist dense		Gray fine to medium sand, Some fine to medium gravel & miscellaneous FILL	2	18"	14"
21											
33											
27											
22							10'-0"				
9	10'-11'-6"	D	1	1	P	wet soft		Gray ORGANIC SILT, trace brown peat	3	18"	18"
12											
12											
14											
13									4	18"	18"
7	15'-16'-6"	D	P	P	P	"		" "			
11											
14											
15											
17									5	18"	18"
10	20'-21'6"	D	1	1	P	"		" "			
14											
16											
16											
18								" "	6	18"	18'
13	25'-26'6"	D	1	1	1	"					
16											
20											
23							29'-0"				
25									7	18"	18'
12	30'-31'-6"	D	P	P	1	wet soft		Black-brown PEAT			
19											
22											
26											
30								"	8	18"	18
15	35'-36'-6"	D	1	1	2	"					
21											
27											
32											
36							39'-8"				

GROUND SURFACE TO 45' USED 2½ "CASING: THEN S/S to 46'-6"

Sample Type
D=Dry C=Cored W=Washed
UP=Undisturbed Piston
TP=Test Pit A=Auger V=Vane Test

Proportions Used
trace 0 to 10%
little 10 to 20%
some 20 to 35%
and 35 to 50%

140lb Wt. x 30" fall on 2" O.D. Sampler

Cohesionless Density
0-10 Loose
10-30 Med. Dense
30-50 Dense
50+ Very Dense

Cohesive Consistency
0-4 Soft
4-8 M/Stiff
8-15 Stiff
15-30 V-Stiff
30+ Hard

SUMMARY:
Earth Boring 46'
Rock Coring
Samples 1(

HOLE NO. BH-

American Drilling & Boring Co., Inc.

100 WATER STREET EAST PROVIDENCE, R. I.

SHEET 1 OF 1
DATE
HOLE NO. B-231
LINE & STA.
OFFSET
SURF. ELEV. 3.2

TO C. A. Maguire & Assoc., Inc. ADDRESS Providence, R.I.
PROJECT NAME Sewage Treatment Plant LOCATION Stratford, Conn.
REPORT SENT TO above
SAMPLES SENT TO "
PROJ. NO.
OUR JOB NO. 70-10

GROUND WATER OBSERVATIONS
At 1'6" after 1/4 Hours
At ____ after ____ Hours

Rods-"AW"	CASING	SAMPLER	CORE BAR.
Type		S/S	
Size I.D.	2½"	1 3/8"	
Hammer Wt.	300#	140#	BIT
Hammer Fall	24"	30"	

	Date	Time
START	11/20/69	a.m.
COMPLETE	11/20/69	p.m.
TOTAL HRS.		
BORING FOREMAN	R. Fite	
INSPECTOR	G. Sacker	
SOILS ENGR.		

LOCATION OF BORING:

DEPTH	Casing Blows per foot	Sample Depths From – To	Type of Sample	Blows per 6" on Sampler From 0-6	To 6-12	To 12-18	Moisture Density or Consist.	Strata Change Elev.	SOIL IDENTIFICATION Remarks include color, gradation, Type of soil etc. Rock-color, type, condition, hardness, Drilling time, seams and etc.	SAMPLE No.	Pen	Rec.
	12	0'-1'6"	D	7	10	14	Moist medium dense		Brown fine to coarse SAND & fine to medium gravel (Fill)	1	18"	13"
	27							3'0"				
	34											
	13											
	9											
5	4	5'-6'6"	D	2	2	3	Wet loose		Dark gray fine to coarse SAND, trace of peat & fine gravel (Fill)	2	18"	6"
	5											
	7											
	9											
	9											
10	5	10'-11'6"	D	2	3	2	"			3	18"	6"
	6											
	7											
	7							14'0"				
	8											
15	3	15'-16'6"	D	1	2	2	Moist soft		Brown fibrous PEAT	4	18"	14"
	5											
	8											
	9							19'6"				
	16											
20	12	20'-21'6"	D	5	7	8	Wet medium dense		Brown fine to medium SAND, trace of fine to medium gravel	5	18"	12"
	18											
	23											
	32											
	40											
25		25'-26'6"	D	6	10	11	"			6	18"	12"
								26'6"				
									Bottom of Boring 26'6"			
30												

GROUND SURFACE TO 25' USED 2½ "CASING: THEN S/S to 26'6"

Sample Type
D=Dry C=Cored W=Washed
UP=Undisturbed Piston
TP=Test Pit A=Auger V=Vane Test
UT=Undisturbed Thinwall

Proportions Used
trace 0 to 10%
little 10 to 20%
some 20 to 35%
and 35 to 50%

140lb Wt. x 30" fall on 2" O.D. Sampler

Cohesionless Density		Cohesive Consistency	
0-10	Loose	0-4	Soft
10-30	Med. Dense	4-8	M/Stiff
30-50	Dense	8-15	Stiff
50+	Very Dense	15-30	V-Stiff
		30+	Hard

SUMMARY:
Earth Boring 26'6"
Rock Coring
Samples 6

HOLE NO. B-231

American Drilling & Boring Co., Inc.

100 WATER STREET EAST PROVIDENCE, R. I.

SHEET ___ OF ___
DATE ___
HOLE NO. BH-373
LINE & STA. ___
OFFSET ___
SURF. ELEV. 7.6

TO C.E.Maguire & Assoc., Inc. | ADDRESS Providence, R.I.
PROJECT NAME Sewage Treatment Plant - | LOCATION Stratford, Conn.
REPORT SENT TO above Dike | PROJ. NO. 1912
SAMPLES SENT TO " | OUR JOB NO. 3-223

GROUND WATER OBSERVATIONS
At 5' after 1/4 Hours
25' casing
At ___ after ___ Hours

	CASING	SAMPLER	CORE BAR.
Type	Rods"AW" HW	S/S	
Size I.D.	4"	1-3/8"	
Hammer Wt.	300#	140#	BIT
Hammer Fall	24"	30"	

	Date	Time
START	11/9/72	a.m. p.m.
COMPLETE	11/10/72	a.m. p.m.
TOTAL HRS.		
BORING FOREMAN	Manco	
INSPECTOR	Vellucci	
SOILS ENGR.		

LOCATION OF BORING:

DEPTH	Casing Blows per foot	Sample Depths From - To	Type of Sample	Blows per 6" on Sampler From 0-6	To 6-12	To 12-18	Moisture Density or Consist.	Strata Change Elev.	SOIL IDENTIFICATION Remarks include color, gradation, Type of soil etc. Rock-color, type, condition, hardness, Drilling time, seams and etc.	SAMPLE No.	Pen	Rec
	2	0'-2'	D	3	5	5				1	24	20
	4					7	Dry medium dense					
	7	2'-4'	D	5	5	5			Brown fine SAND	2	24	21
	10					6						
	6	4'-6'	D	16	16	15				3	24	19
	4					14	"					
	9	6'-8'	D	12	13	10	Moist		#4 w/brick, FILL	4	24	22
	8					9	medium					
	11						dense	9'		5	24	12
	10	8'6"-10'6"	D	3	1	1	Wet soft		Black organic SILT			
	10					1		12'				
	6											
	6	12'-14'	UP				Press		Piston in organic Silt UP	1	24	12
	5							14'				
	9	14'-15'6"	D	1	1	1				6	18	1
	7						Wet soft	17'	Black organic Silt			
	10	17'-19'	UP				Press		Piston in Peat UP	2	24	2
	8							19'				
	12											
	15											
	26	20'-21'6"	D	10	14	16	Moist		Brown fine-medium SAND,	7	18	1
	31						medium		some fine Gravel			
	43						dense					
	51											
	72											
		25'-26'6"	D	23	25	20	"			8	18	1
								26'6"				
									Bottom of Boring - 26'6"			

GROUND SURFACE TO ___ USED ___ "CASING: THEN ___

Sample Type
D=Dry C=Cored W=Washed
UP=Undisturbed Piston
TP=Test Pit A=Auger V=Vane Test
UT=Undisturbed Thinwall

Proportions Used
trace 0 to 10%
little 10 to 20%
some 20 to 35%
and 35 to 50%

140 lb Wt. x 30" fall on 2" O.D. Sampler
Cohesionless Density: 0-10 Loose; 10-30 Med. Dense; 30-50 Dense; 50+ Very Dense
Cohesive Consistency: 0-4 Soft; 4-8 M/Stiff; 8-15 Stiff; 15-30 V-Stiff; 30+ Hard

SUMMARY:
Earth Boring 26'
Rock Coring ___
Samples 8

HOLE NO. 373

TOWN PRESS — EAST PROV.

American Drilling & Boring Co., Inc.

100 WATER STREET EAST PROVIDENCE, R. I.

TO C.E.Maguire & Assoc., Inc. | ADDRESS Providence, R.I.

PROJECT NAME Sewage Treatment Plant | LOCATION Stratford, Conn.

REPORT SENT TO above Dike | PROJ. NO. 1912

SAMPLES SENT TO " | OUR JOB NO. 3-223

DATE

HOLE NO. BH-374

LINE & STA.

OFFSET

SURF. ELEV. 5.9

GROUND WATER OBSERVATIONS

At 5'1" after 1/2 Hours

At _____ after _____ Hours

	CASING	SAMPLER	CORE BAR.
Type	Rods"AW"	S/S	
Size I.D.	EW	1-3/8"	
Hammer Wt.	300#	140#	BIT
Hammer Fall	24"	30"	

	Date	Time
START	11/13/72	a. p.
COMPLETE	11/13/72	a. p.
TOTAL HRS.		
BORING FOREMAN	Manco	
INSPECTOR	Vollmer	
SOILS ENGR.		

LOCATION OF BORING:

DEPTH	Casing Blows per foot	Sample Depths From - To	Type of Sample	Blows per 6" on Sampler From 0-6	To 6-12	To 12-18	Moisture Density or Consist.	Strata Change Elev.	SOIL IDENTIFICATION Remarks include color, gradation, Type of soil etc. Rock-color, type, condition, hardness, Drilling time, seams and etc.	SAMPLE No.	Pen	Re
	3	0'-2'	D	4	7	12	Dry/m dense			1	24"	20
	9					12						
	28	2'-4'	D	11	14	27	Dry dense		Brown fine-medium Sand, little fine-medium Gravel, FILL	2	24"	22
	36					19						
	41	4'-5'	D	14	11	10	Dry/m dense			3	24"	20
	26					8						
	38	5'-8'	D	7	5	5				4	24"	13
	15					5		8'				
	14	8'-10'	D	4	4	3	Moist loose		Brn-blk.fine-med.Sand,lit. fine Gravel(fuel odor noted)	5	24"	13
	10					3		10'		6	24"	12
	4	10'-12'	D	1	1	1	Moist soft		Dark gray organic Silt, little fibrous Peat			
	5					1						
	5											
	5											
	5											
	4	15'-15'6"	D	1	1	1	Moist soft			7	18"	13
	5											
	6											
	6							19'				
	7											
	7	20'-21'6"	D	1	2	2	Moist soft		Black Fibrous Peat	8	18"	13
	10											
	11											
	10							24'				
	23											
	17	25'-26'6"	D	8	11	13	Moist medium dense		Gray fine-medium Sand, little fine-coarse Gravel, trace of silt	9	18"	1
	27											
	32											
	41											
	38						Moist dense			10	18"	1
		30'-31'6"	D	9	15	17		31'6"				
									Bottom of Boring - 31'6"			

GROUND SURFACE TO _____ USED _____ "CASING: THEN _____

Sample Type
D=Dry C=Cored W=Washed
UP=Undisturbed Piston
TP=Test Pit A=Auger V=Vane Test
UT=Undisturbed Thinwall

Proportions Used
trace 0 to 10%
little 10 to 20%
some 20 to 35%
and 35 to 50%

140lb Wt. x 30" fall on 2" O.D. Sampler

Cohesionless Density
0-10 Loose
10-30 Med. Dense
30-50 Dense
50+ Very Dense

Cohesive Consistency
0-4 Soft
4-8 M/Stiff
8-15 Stiff
15-30 V-Stiff
30+ Hard

SUMMARY:
Earth Boring 31'
Rock Coring
Samples 10

HOLE NO. 37

TOWN PRESS — EAST PROV.

AMERICAN DRILLING & BORING CO., INC.

100 WATER STREET EAST PROVIDENCE, R. I.

TO C.E.Maguire & Assoc., Inc. | ADDRESS Providence, R.I.

PROJECT NAME Sewage Treatment Plant - | LOCATION Stratford, Conn.

REPORT SENT TO above Dike | PROJ. NO. 1912

SAMPLES SENT TO " | OUR JOB NO. 3-223

DATE

HOLE NO. BH-375

LINE & STA.

OFFSET

SURF. ELEV. 6.7

GROUND WATER OBSERVATIONS

At 4' after 1/2 Hours

At ____ after ____ Hours

	CASING	SAMPLER	CORE BAR.
Type	Rods "AW"	S/S	
Size I.D.	HW	1-3/8"	
Hammer Wt.	300#	140#	BIT
Hammer Fall	24"	30"	

	Date	Time
START	11/13/72	a.m. p.m.
COMPLETE	11/15/72	a.m. p.m.
TOTAL HRS.		
BORING FOREMAN	Manco	
INSPECTOR	Vellrath	
SOILS ENGR.		

LOCATION OF BORING:

DEPTH	Casing Blows per foot	Sample Depths From - To	Type of Sample	Blows per 6" on Sampler From 0-6	To 6-12	To 12-18	Moisture Density or Consist.	Strata Change Elev.	SOIL IDENTIFICATION Remarks include color, gradation, Type of soil etc. Rock-color, type, condition, hardness, Drilling time, seams and etc.	SAMPLE No.	Pen	Rec
	4	0'-2'	D	3	8	7	Dry/m dense		Brown fine-coarse Sand, some fine Gravel - Fill	1	24'	22
	9					15						
	33	2'-4'	D	13	18	24	Dry/v			2	24'	20
	38					32						
	51	4'-6'	D	20	20	24	"			3	24'	20
	33					26						
	9	6'-8'	D	20	17	16	Moist			4	24'	19
	41					12	medium	8'				
	36	8'-10'	D	16	12	10	dense		Dark brown fine-coarse Snd, little fine-medium Gravel Fill (#6 - Shells)	5	24'	18
	36					5						
	14	10'-12'	D	24	19	13	"			6	24'	2
	17					10		12'				
	18	12'-14'	D	2	2	1	Moist		Dark brown organic Silt, trace fine-medium Gravel	7	24'	21
	21					2	soft	14'				
	12	14'-15'	D	1	1		"			8	12	12
	10	15'-17'	UP	PRESS					Dark Gray organic Silt, trace fibrous Peat	UP1	24'	17
	10											
	8	17'-18'6"	D	1	1	1	Moist			9	18'	16
	7						soft					
	7							20'				
	5	20'-22'	UP	PRESS						UP2	24'	18
	7											
	7	22'-23'6"	D	1	2	2	Moist		Dark brown fibrous Peat	10	18'	15
	11						soft					
	13											
	10	25'-26'6"	D	2	1	2	"			11	18'	15
	13											
	16											
	16											
	17							30'				
	20	30'-31'6"	D	4	3	3	Moist			12	18'	1
	27						loose		Brown fine-medium Sand, little fine Gravel, little silt			
	32											
	29							35'				
	30						Moist					
		35'-36'6"	D	5	8	10	medium dense	36'6"	Brown fine-coarse Sand, lit. fine-med. Gravel, trace silt	13	12"	
									Bottom of Boring - 36'6"			

GROUND SURFACE TO ____ USED ____ "CASING: THEN ____

Sample Type
D=Dry C=Cored W=Washed
UP=Undisturbed Piston
TP=Test Pit A=Auger V=Vane Test
UT=Undisturbed Thinwall

Proportions Used
trace 0 to 10%
little 10 to 20%
some 20 to 35%
and 35 to 50%

140 lb Wt. x 30" fall on 2" O.D. Sampler

Cohesionless Density		Cohesive Consistency	
0-10	Loose	0-4	Soft
10-30	Med. Dense	4-8	M/Stiff
30-50	Dense	8-15	Stiff
50+	Very Dense	15-30	V-Stiff

30+ Hard

SUMMARY:
Earth Boring 36'
Rock Coring —
Samples 13

HOLE NO. 375

TOWN PRESS — EAST PROV.

American Drilling & Boring Co., Inc.

100 WATER STREET EAST PROVIDENCE, R. I.

SHEET 1 OF 1

TO C.A.Maguire & Assoc., Inc. | ADDRESS Providence,RI

PROJECT NAME Sewage Treatment Plant | LOCATION Stratford, Conn.

REPORT SENT TO above | PROJ. NO.

SAMPLES SENT TO " | OUR JOB NO. 70-10

DATE

HOLE NO. B-238

LINE & STA.

OFFSET

SURF. ELEV. 3.7

GROUND WATER OBSERVATIONS

At 6" after 1/2 Hours

At _____ after _____ Hours

	Rods-AW	CASING	SAMPLER	CORE BAR.
Type			S/S	
Size I.D.		2½"	1-3/8"	
Hammer Wt.		300#	140#	BIT
Hammer Fall		24"	30"	

	Date	Time
START	11/20/69	a.m. p.m.
COMPLETE	11/20/69	a.m. p.m.

TOTAL HRS.

BORING FOREMAN R.Fife

INSPECTOR G.Sauter

SOILS ENGR.

LOCATION OF BORING:

DEPTH	Casing Blows per foot	Sample Depths From – To	Type of Sample	Blows per 6" on Sampler From 0-6	To 6-12	To 12-18	Moisture Density or Consist.	Strata Change Elev.	SOIL IDENTIFICATION Remarks include color, gradation, Type of soil etc. Rock-color, type, condition, hardness, Drilling time, seams and etc.	SAMPLE No.	Pen	Rec.
	4	0'-1'-6"	D	2	5	7	moist medium dense	3'-0"	6"Brown TOPSOIL, Brown fine to coarse sand and fine to coarse gravel, FILL	1	18"	12"
	15											
	25											
	26											
	11						moist soft	6'-0"	Gray ORGANIC SILT, trace of fine gravel & fine to medium sand			
	3	5'- 6'-6"	D	1	1	1				2	18"	6"
	5											
	6											
	7											
10	5											
	4	10'-11'-6"	D	1	1	2	"		Brown fibrous PEAT Trace fine sand	3	18"	14"
	5											
	5											
	7							15'-0"				
	6											
	5	15'-16'-6"	D	2	2	2	"		Brown fibrous PEAT	4	18"	13"
	9											
	13											
	17											
20	18						moist stiff			5	18"	14"
	10	20'-21'-6"	D	2	4	5						
	12											
	15											
	17											
	18									6	18"	13"
	8	25'-26'6"	D	2	3	5	"					
	12											
	13											
	21							28'-0"				
30	23						moist medium dense		Gray fine to medium SAND	7	18"	12"
	15	30'-31'-6"	D	7	10	8						
	26											
	28											
	30											
	31									8	18"	12"
		35'-36'6"	D	5	6	8	"	36'-6"				
									Bottom of Boring 36'-6"			
40												

GROUND SURFACE TO 35' USED 2½ "CASING: THEN S/S to 36'6"

Sample Type
D=Dry C=Cored W=Washed
UP=Undisturbed Piston
TP=Test Pit A=Auger V=Vane Test
UT=Undisturbed Thinwall

Proportions Used
trace 0 to 10%
little 10 to 20%
some 20 to 35%
and 35 to 50%

140lb Wt. x 30" fall on 2" O.D. Sampler

Cohesionless Density		Cohesive Consistency	
0-10	Loose	0-4	Soft
10-30	Med. Dense	4-8	M/Stiff
30-50	Dense	8-15	Stiff
50+	Very Dense	15-30	V-Stiff
		30+	Hard

SUMMARY:
Earth Boring 36'6"
Rock Coring _____
Samples 8

HOLE NO. B-238

TOWN PRESS – EAST PROV.

SECTION 00410

FORM FOR GENERAL BID

PROJECT IDENTIFICATION:

Diversion Chamber C Inlet Pipe Modifications

TABLE OF ARTICLES

1. Bid Recipient

2. Bidder's Acknowledgements

3. Bidder's Representations

4. Bidder's Certifications

5. Basis of Bid

6. Time of Completion

7. Attachments to This Bid

8. Bid Submittal

ARTICLE 1 BID RECIPIENT

1.1 This Bid is submitted to:

Town of Stratford Water Pollution Control Facility

105 Beacon Point Road

Stratford, Connecticut

1.2 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 BIDDER'S ACKNOWLEDGEMENTS

2.1 Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation, those dealing with the disposition of Bid deposit. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.2 Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation, those dealing with the disposition of Bid deposit. The time period for holding Bids, where Federal approval is not required, is 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of Bids and where Federal approval is required, the time period for holding bids is 30 days, Saturdays, Sundays and holidays excluded after Federal approval.

ARTICLE 3 BIDDER'S REPRESENTATIONS

3.1 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents and hereby acknowledges the receipt of all Addenda.

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 BIDDER'S CERTIFICATION

4.1 Bidder certifies that, under penalty of perjury, Bidder is not presently debarred from doing public construction work in the State of Connecticut under the provisions of Section 31-53a of the Connecticut General Statutes or any other applicable debarment provisions of any other chapter of the General Statutes or any rule or regulation promulgated thereunder; and is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

4.2 Bidder hereby certifies under the penalties of perjury, to the best of Bidder's knowledge and belief, that Bidder has filed all state tax returns and paid all state taxes required by law.

4.3 Bidder certifies that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

4.4 Bidder certifies that Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

4.5 Bidder certifies that Bidder has not solicited or induced any individual or entity to refrain from bidding.

4.6 Bidder certifies that Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this paragraph:

A. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

B. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of the Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

C. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

D. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Article 5 BASIS OF BID

5.1 Bidder proposes to furnish all labor and materials required for construction of the DIVERSION CHAMBER C INLET PIPE MODIFICATIONS, STRATFORD in accordance with the accompanying Bidding Documents prepared by TIGHE & BOND INC., for the Contract Price specified below, subject to additions and deductions according to the terms of the Bidding Documents.

5.2 This Bid includes Addenda numbered _____.

5.3 The proposed Contract Price is:

_____ dollars
(words)

($ _____)

(figures)

5.4 The subdivision of the proposed Contract Price (base bid) is as follows:

Item 1 – Diversion Chamber C Inlet Pipe Modifications: The work of the General Contractor, being all Work other than that covered by Item 1, 2a, 2b, 3a, 3b,4a, 4b, 5a, 5b and 6.

_____ dollars

(Bid in words)

($ _____)

(figures)

Item Number	Item Name and Unit Bid Prices Written in Words and Figures	Estimated Quantity	Total Amount of Item (in figures)
1	Mobilization and Demobilization, per lump sum, the price of : _____ ($)	Lump sum. =	$_____
2.a	Cleaning of 54” storm pipe, per linear foot, the price of : _____ ($)	225 LF	$_____
2.b	Cleaning of 12” storm pipe, per linear foot, the price of : ($)	105 LF	$_____
3a	TV Inspection of 54” storm pipe, per linear foot, the price of: _____ ($)	450 LF	$_____
3b	TV Inspection of 12” storm pipe, per linear foot, the price of: _____ ($)	210 LF	$_____
4a	Cured in place lining of 54” storm pipe, per linear foot, the price of: _____ ($)	225 LF =	$_____
4b	Cured in place lining of 12” storm pipe, per linear foot, the price of: _____ ($)	105 LF =	$_____

5a	Chemical Root Treatment, per linear foot, the price of: _____ ($)	225 LF =	$_____
5b	Chemical Root Treatment, per linear foot, the price of: _____ ($)	105 LF =	$_____
6	Maintenance of groundwater control, per lump sum, the price of: _____ ($)	Lump sum =	$_____
7	Excavation to access headwall of 12" pipe, per lump sum, the price of: _____ ($)	Lump sum =	$_____

Article 6 TIME OF COMPLETION

6.1 **Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.**

6.2 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times as stated in the Agreement.

Article 7 ATTACHMENTS TO THIS BID

7.1 The following documents are attached to and made a condition of this Bid:

A. Bid deposit in the amount of _____ dollars ($_____), consisting of a bid bond in the amount of five percent of the total amount of Bid

B. Evidence of authority to sign

C. List of Project References

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids

E. A list of adversarial proceedings in which the bidder is or was a party within the past 5 years that relate to the procurement or performance of any public or private construction contract together with a brief statement as to outcome if concluded or status if pending.

F. A list of any projects on which the firm was terminated or failed to complete the work within the past 5 years, including a brief explanation for each instance listed.

ARTICLE 8 BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

_____

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

_____

_____

_____

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

_____

Bidder's License No.: _____
(where applicable)

END OF SECTION

J:\S\S1924 STRATFORD\053 WPCF STORMWATER STUDY\DESIGN\SPECIFICATIONS\CHANGE ORDER CIPP\00410 - FORM FOR GENERAL BID.DOCX

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name, and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:

BID

Bid Due Date:

Description *(Project Name— Include Location)*:

BOND

Bond Number:

Date:

Penal sum _____ $ _____

(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
Title	Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SECTION 00520

AGREEMENT

This Agreement is by and between the Town of Stratford Water Pollution Control Facility, hereinafter called Owner, and _____, hereinafter called Contractor.

Owner and Contractor hereby agree as follows:

ARTICLE 1 WORK

1.1 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described with the following title: "Town of Stratford Water Pollution Control Facility, Diversion Chamber C Inlet Pipe Modifications.

ARTICLE 2 ENGINEER

2.1 The part of the Project that pertains to the Work has been designed by Tighe & Bond Inc.

2.2 The Owner has retained Tighe & Bond Inc. ("Engineer") to act as Owner's representative, assuming all duties and responsibilities, rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 CONTRACT TIMES

3.1 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.2 Substantial Completion and Final Payment

A. The Work will be substantially completed within 90 days from the date of the Notice to Proceed and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before 120 days before Notice to Proceed.

3.3 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.1 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 3.2 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $ 1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 3.2 above for Substantial Completion until the Work is substantially complete.

2. Complete and Ready for Final Payment: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract), for completion and readiness for final payment, Contractor shall pay Owner $ 1,000 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

3.4 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount equal to the prices stated in Contractor's Bid, attached hereto as an exhibit, subject to adjustment under the Contract.

ARTICLE 4 PAYMENT PROCEDURES

4.1 Applications for Payment shall be processed in accordance with Article 15 of the General Conditions.

4.2 Owner shall make progress payments on account of the Contract Price on the basis of processed Applications for Payment monthly during construction, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All progress payments will be measured by the Schedule of Values established as provided in the General Conditions, or in the event there is no Schedule of Values, as provided elsewhere in the Contract.

4.3 Owner shall retain from progress payments 5 percent of the value of Work completed.

4.4 Substantial Completion

A. Upon Substantial Completion of the entire construction to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-nine percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

4.5 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 5 CONTRACTOR'S REPRESENTATIONS

5.1 Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 6 CONTRACT DOCUMENTS

6.1 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 00520--1 to 00520--7, inclusive);
2. Performance Bond (pages 1 to 3, inclusive);
3. Payment Bond (pages 1 to 3, inclusive);
4. General Conditions (title pages, table of contents, and pages 1 to 72, inclusive);

5. Supplementary Conditions (pages 00800--1 to 00800--22, inclusive);

   a. CT Wage Requirements (pages 1 to 12, inclusive)

   b. FY23 PDM Agreement (pages 1 to 30, inclusive)

   c. FY23 PDM Procurement Requirements (pages 1 to 78, inclusive)

   d. Inland Wetland Permit (pages 1 to 10, inclusive)

   e. Dam Safety Permit (pages 1 to 8, inclusive)

6. Specifications (Divisions 1 through 16);

7. Drawings consisting of a cover sheet and sheets numbered 1 through 4, inclusive, with each sheet bearing the following general title: Diversion Chamber C Inlet Pipe Modifications ;

8. Addenda (numbers _____ to _____, inclusive);

9. Exhibits to this Agreement (enumerated as follows):

   a. Contractor's Bid (pages 00410--1 to 00410--7, inclusive);

10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Notice to Proceed;

    b. Work Change Directives;

    c. Change Order(s);

    d. Field Orders

B. The documents listed in Paragraph 7.1.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 7 MISCELLANEOUS

7.1 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

7.2 Assignment of Contract

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written

consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.3 Successors and Assigns

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

7.4 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

7.5 Contractor certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.5:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

7.6 This project is subject to American Iron and Steel and the Build America, Buy America Act (BABA). The amendments to the Clean Water Act, as part of WRRDA, apply the American Iron and Steel (AIS) requirements to all treatment works projects. Furthermore, BIL extends this procurement requirement to all SRF construction projects going forward with the inclusion of the Build America, Buy America Act (BABA). Starting on May 14, 2022, all steel, iron, manufactured products, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, and drywall used in infrastructure projects for federal financial assistance programs must be produced in the United States. MassDEP ensures that the required procurement language is included in contracts and conducts field verifications of project compliance.

7.7 Other Provisions

A. Owner stipulates that the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and Owner has plainly shown all modifications to the standard wording of such published document to the Contractor in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. This Agreement will be effective on _____, _____ (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
_____	_____
By: _____	By: _____
Title: _____	Title: _____
[CORPORATE SEAL]	[CORPORATE SEAL]
Attest _____	Attest _____
Title: _____	Title: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution of other documents authorizing execution of Owner-Contractor Agreement.)	License No. _____ (Where applicable) (If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Certified as to the availability of funds:

_____

Date

_____

Signed

_____

Title

END OF SECTION

J:\S\S1924 STRATFORD\053 WPCF STORMWATER STUDY\DESIGN\SPECIFICATIONS\CHANGE ORDER CIPP\00520 - AGREEMENT REV 1.DOCX

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ *(seal)*	_____ *(seal)*
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	**By:** _____
Signature	Signature *(attach power of attorney)*
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	**Attest:** _____
Signature	Signature
_____	_____
Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

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11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

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EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND

Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ *(seal)*	_____ *(seal)*
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	**By:** _____
Signature	Signature *(attach power of attorney)*
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	**Attest:** _____
Signature	Signature
_____	_____
Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

    5.1 Claimants who do not have a direct contract with the Contractor,

        5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

    5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    7.2 Pay or arrange for payment of any undisputed amounts.

    7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the

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Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default**: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

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has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Engineer*—The individual or entity named as such in the Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

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

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

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24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.

33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

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37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

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

44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

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48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide*:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

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3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. *Evidence of Owner's Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

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3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

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computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

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

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

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error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

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3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

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

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

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2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;

3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and

4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

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G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

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by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

2. is of such a nature as to require a change in the Drawings or Specifications; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

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c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

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becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

    c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

    d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

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5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

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F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

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ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

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maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

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4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

2. claims for damages insured by reasonably available personal injury liability coverage.

3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:

a. Such insurance shall be maintained for three years after final payment.

b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

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of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

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6.04 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

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5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

6. extend to cover damage or loss to insured property while in transit.

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

8. allow for the waiver of the insurer's subrogation rights, as set forth below.

9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

10. not include a co-insurance clause.

11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

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6.06 *Waiver of Rights*

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

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policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

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

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

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guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

4) it is not objectionable to Owner.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

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D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

a. shall certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design,

2) be similar in substance to that specified, and

3) be suited to the same use as that specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from that specified, and

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2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

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E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

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

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

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O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

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7.09 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

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

1. all persons on the Site or who may be affected by the Work;

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2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

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

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

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exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

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

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

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provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples*:

   a. Contractor shall submit the number of Samples required in the Specifications.

   b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

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8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures*:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

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

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal;

6. the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.

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D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

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

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

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

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

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

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8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

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

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

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

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D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

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9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

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

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

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or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

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adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

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the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

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the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action*: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

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B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

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submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

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thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

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

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

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

5. Supplemental costs including the following:

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

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

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

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

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other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

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

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

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

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

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

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

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B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

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

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

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

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

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ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

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

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

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cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

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B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

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

14.07 *Owner May Correct Defective Work*

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

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

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include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

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a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

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

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

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

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

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e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. the Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. the Contract Price has been reduced by Change Orders;

i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

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remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

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

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

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

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

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inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all disputes that Contractor believes are unsettled; and

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance*:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

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including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;

2. correct such defective Work;

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

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and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

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

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

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expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

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

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

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18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SECTION 00800

SUPPLEMENTARY CONDITIONS

PART I AMENDMENTS TO GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2013 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

The address system used in the Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 Add the following language at the end of the last sentence of Paragraph 1.01.A.8:

The Change Order form to be used on this Project is EJCDC C-941. Agency approval is required before Change Orders are effective.

SC-1.01 Delete paragraph 1.01A.38 in its entirety and insert the following in its place:

1.01A.38. Specifications – Sections included under Division 1 through Division 16 of the Project Manual.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.02 Amend the first sentence of Paragraph 2.02.A to read as follows:

2.02.A Owner shall furnish to Contractor one (11x17) copies of the Contract Documents (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

SC-3.01 Replace paragraph 3.01E with the following paragraph:

3.01E The Contractor is advised that the Contract Documents are comprised of both the Drawings and Project Manual. In the event of conflicts, inconsistencies or discrepancies among the Contract Documents, to the extent applicable, the better quality, greater quality, greater size, greater capacity, greater dimension, etc. or more expensive Work shall be

provided without change to the Contract Price. In the event of such conflicts, inconsistencies or discrepancies which do not relate to the quality or quantity of work, the Contractor shall request clarifications or interpretations from the Engineer as provided herein.

SC-3.01 Add the following new paragraph immediately after paragraph 3.01E:

3.01F Each and every provision of law and clause required by law to be inserted in these Contract Documents shall be deemed to be inserted herein, and they shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or if not correctly inserted, then upon the application of either party, the Contract Documents shall forthwith be physically amended to make such insertion.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01 Amend the last sentence of Paragraph 4.01.A by striking out the following words: In no event will the Contract Times commence to run later than the fifteenth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 Add the following new paragraphs immediately after paragraph 5.03B.3:

SC-5.05 Add the following new paragraph immediately after paragraph 5.05E3:

5.05F Not USed

SC-5.06 Delete Paragraphs 5.06A and 5.06B in their entirety and insert the following:

5.06A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to the Owner.

5.06B. Not used.

ARTICLE 6 - BONDS AND INSURANCE

SC-6.03 Add the following new paragraph immediately after paragraph 6.03B.3:

6.03B.4 Insurance certificate(s) shall also contain the following:

1. Confirmation that the General Liability policy covers only the Work under this Contract, with project specific limits.
2. Confirmation that automobile insurance covers all Scheduled, Hired and Non-Owned vehicles.
3. Names of all additional insureds as specified herein.

SC-6.03 Add the words "and Paragraph 6.04" after the words "Paragraph 6.03" in Paragraph 6.03I.

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

6.03.K The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	Statutory
Employer's Liability:	
Bodily injury, each accident	$ 500,000
Bodily injury by disease, each employee	$ 500,000
Bodily injury/disease aggregate	$ 500,000

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

Per Occurrence Limit	$ 1,000,000
Aggregate Limit	$ 3,000,000
Products/Complete Operations Limit	$ 1,000,000
Each Occurrence (Bodily Injury and Property Damage)	$ 5,000,000

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:	
Each person	$ N/A
Each accident	$ N/A
Property Damage:	
Each accident	$ N/A

[or]

Combined Single Limit of $ 1,000,000

4. Excess or Umbrella Liability:

Per Occurrence $ N/A

General Aggregate $ 5,000,000

5. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following:
a. Town of Stratford
P.O. Box 9722
2725 Main Street 06615

b. Stratford Water Pollution Control Authority
105 Beacon Point Rd
Stratford, CT 06615

c. Tighe & Bond, Inc.
1000 Bridgeport Avenue, #302
Shelton, CT 06484

7. Contractor's Professional Liability:

Each Claim $ N/A

Annual Aggregate $ N/A

SC-6.04 Delete paragraph 6.04 in its entirety and insert the following in its place:

6.04 Contractor shall purchase and maintain a separate Owner's Protective Liability policy, issued to Owner at the expense of Contractor, including Owner and Engineer as named insureds. This insurance shall provide coverage for not less than the following amounts:

Bodily Injury $_____N/A_____ Each Occurrence
$_____N/A _____ Aggregate

Property Damage $_____ N/A _____ Each Occurrence
$_____ N/A _____ Aggregate

A. Insurance coverage for the Contractor's Comprehensive General and Excess Liability policies and for the Owner's Protective Liability policy shall be written by one and the same insurance company to avoid the expense of duplicate and/or overlapping coverage and to facilitate and expedite the settlement of claims.

B. The Owner's Protective Liability policy shall protect from claims which may arise from operations under the Contract, including operations performed for a named insured by independent contractors and general

inspection or monitoring by a named insured. The policy also shall protect against Automobile Non-Ownership Liability in connection with the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

SC-6.05 Add the following new subparagraph after subparagraph 6.05.A.1:

6.05.A.1.a In addition to Owner, Contractor, and all Subcontractors, include as insureds the following:

1) Tighe & Bond (1000 Bridgeport Ave, #320, Shelton, CT 06484
2) Town of Stratford, CT

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

SC-7.02 Add the following new paragraph immediately after paragraph 7.02B.

7.02C Whenever Owner shall notify Contractor in writing that any person on the Work appears to be incompetent, disorderly, or otherwise unsatisfactory, such person shall be removed from the Project and shall not again be employed on it except with the consent of Owner.

SC-7.03 Add the following new paragraph immediately after paragraph 7.03C.

7.03D All iron and steel products must meet American Iron and Steel requirements and BABA requirements.

SC-7.07 Delete paragraph 7.07B in its entirety and replace it with the following:

7.07B Not used.

SC-7.08 Delete the word "Owner" in the last sentence of Paragraph 7.08A and replace with the word "Contractor."

SC-7.09 Add the following sentence at the end of paragraph 7.09.A.

All materials provided under this Contract are exempt from the Sales and Use Taxes of the State of Connecticut. The exemption certificate will be provided to the Contractor.

SC-7.18 Add the following new paragraph immediately after paragraph 7.18.C.

7.18D If, through acts of neglect on the part of Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the Work, Contractor shall settle with such other Contractor or Subcontractor by agreement or arbitration if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against Owner on account of any such damage alleged to have been sustained, Owner shall notify Contractor, who shall indemnify, defend, and save harmless Owner against any such claim.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

1. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

SC-11.06 Insert the following sentence in Paragraph 11.06.A.1 after "within 15 days after the submittal of the Change Proposal.":

Include supporting data (name of manufacturer, city and state where the product was manufactured, description of product, signature of authorized manufacturer's representative) in the Manufacturer's Certification Letter, as applicable.

SC-11.06 Insert the following sentence at the end of Paragraph 11.06.A.2:

If Engineer does not take action on the Change Proposal and neither Owner nor Contractor submit a letter to the other party indicating that the Change Proposal is deemed denied, then the Change Proposal shall be deemed denied after 60 days of Engineer's receipt of the Contractor's supporting data, thereby commencing the time for appeal of the denial under Article 12.

ARTICLE 13 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-13.01 Delete the word "superintendents," in the second sentence after the word "limitation," in paragraph 13.01B.1.

SC-13.01 Delete paragraph 13.01B.5.c in its entirety and replace with the following:

13.01B.5.c The fair rental and operating cost of all machinery and equipment used on the extra work for the period of such use. The fair rental and operating cost for all machinery and equipment shall be based upon the most recent edition of "Rental Rate Bluebook for Construction Equipment" (the "Bluebook"), published by Equipment Watch (equipmentwatch.com), or a similar publication approved by Engineer and adjusted for regional and age adjustments as specified in the "Bluebook." Rental periods corresponding to the overall period of use shall be used, except if a piece of equipment used on extra work is already on the job, or has previously been rented for a long period of time (months), then the long-term rental rate (monthly) shall be used in determining costs. The hourly rental rate for long-term rental equipment will be determined by the monthly rental rate divided by 176.

For the situation where equipment is on the job and available for use but cannot be used due to a delay or suspension of a portion or all of the Contract activities, a rental standby rate may be paid if the Contractor can conclusively demonstrate to the satisfaction of the Engineer that: (1) the equipment cannot be used elsewhere on the Project or demobilized and remobilized at a cost lower than the cost of standby time, (2) that

the equipment cannot be put in use due to factors beyond the Contractor's control, and (3) the equipment on standby would have been used as part of the Work that is suspended or put on hold. The standby rate will be calculated as no more than 50% of the rental rate as listed in the "Bluebook" and adjusted for regional and age adjustments. Lesser standby rates may apply if the Owner or Engineer can demonstrate that the Contractor's standby cost is less than this rate. The standby rate will not include operating costs. A standby rate will not be paid for equipment which is being employed for portions of the Work which are still underway. A standby rate will also not be paid for equipment which is readily demobilized including construction equipment categorized as "shop tools" or "miscellaneous" in the "Bluebook." Standby rates for durations of less than four hours will not be considered.

SC-13.01 Insert in the first sentence after the word "architects," the word "superintendents," in paragraph 13.01C.1

SC-13.01 Add the following new paragraph immediately after paragraph 13.01C.5:

13.01C.6 Costs of or rental of small tools; costs of or rental of buildings.

SC-13.03 Delete Paragraph 13.03B in its entirety and replace it with the following:

13.03B Since subject to change upon determination of actual quantities, estimated quantities of items of Unit Price Work are not guaranteed and serve to facilitate comparison of Bids and to determine an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

ARTICLE 14 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-14.02 Insert after the word "notice" the words "(minimum 24 hours)" in paragraph 14.02A.

SC-14.03 Delete paragraph 14.03B in its entirety and replace with the following:

14.03B *Engineer's Authority:* At any time during the progress of the Work, Engineer shall have the authority to determine whether Work is defective, and reject defective Work, even though such work has been previously inspected and paid for.

SC-14.03 Add the following new paragraph immediately after Paragraph 14.03.F:

14.03.G G. Installation of Materials that are non-compliant with American Iron and Steel requirements shall be considered defective work.

SC-14.06 Add the following new paragraph immediately after paragraph 14.06A.

14.06B If Owner stops work under Paragraph 14.06, Contractor shall not be entitled to an extension of Contract Time nor to an increase in Contract Price.

ARTICLE 15 - PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01.B.1 by striking out the following text: “a bill of sale, invoice, or other”.

SC-15.01 Insert the following sentence at the end of paragraph 15.01B.1:

The Certificate of Insurance for stored materials must list Tighe & Bond and the Town of Stratford, and the Stratford Water Pollution Control Authority as additional insureds.

SC-15.01 Add the following new paragraph after Paragraph 15.01.B.3:

15.01.B.4 The Application for Payment form to be used on this Project is EJCDC C-620. The Agency must approve all Applications for Payment before payment is made. By submitting Materials for payment, Contractor is certifying that the submitted Materials are compliant with American Iron and Steel requirements. Manufacturer’s Certification letter for Materials satisfy this certification. Refer to Manufacturer’s Certification Letter provided in these Contract Documents.

SC-15.01 Add the following new paragraph immediately after Paragraph 15.01.C.2.c:

15.01.C.2.d d. the Materials presented for payment comply with American Iron and Steel.

SC-15.03 Delete the second sentence in Paragraph 15.03A in its entirety.

SC-15.03 Delete paragraph 15.03C in its entirety and insert the following in its place:

15.03C If, after consultation with Owner, Engineer considers and the Owner agrees that the Work is substantially complete, Engineer will prepare and deliver to Contractor, in a form approved by Owner, a Certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be included with the certificate a list of items to be completed or corrected before final payment.

SC-15.03 Delete the word “preliminary” from paragraph 15.03D.

SC-15.04 Add the following new paragraph immediately after paragraph 15.04A.3:

15.04A.4 Owner may at any time request Contractor in writing to permit Owner to take over operation of any part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer, and within a reasonable time thereafter Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If Contractor does not object in writing to Owner and Engineer that such part of the Work is not ready for separate operation by Owner, Engineer will finalize the list of items to be completed or corrected and will deliver such lists to Owner and Contractor together with a written recommendation as to the division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, utilities, insurance, warranties, and guarantees for that part of the Work which will become binding upon Owner and Contractor at the time when Owner takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, Owner shall allow Contractor reasonable access to complete or correct items on said list and to complete other related Work.

Paragraph 15.04.A.4 shall be renumbered to 15.04.A.5

SC-15.06 Delete paragraph 15.06.D in its entirety and insert the following in its place:

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, or other time period in accordance with applicable laws and regulations, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer’s recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

ARTICLE 16 - SUSPENSION OF WORK AND TERMINATION

SC- 16.02 Add the following new paragraph immediately after paragraph 16.02.A.4:

16.02.A.5 If Contractor abandons the Work, or sublets this Contract or any part thereof, without the previous written consent of Owner, or if the Contract or any claim thereunder shall be assigned by Contractor otherwise than as herein specified.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.02 Add the following paragraph after paragraph 17.01:

17.02 Venue

A. Any suit by either party arising under this Contract shall be brought only in the Superior Court in the county where the Project is located. The parties hereto waive any argument that this venue is improper or that the forum is inconvenient.

ARTICLE 18 - MISCELLANEOUS

SC-18.08 Add the following new paragraphs immediately after paragraph 18.08.

18.09 Wage Rates

A. The requirements and provisions of all applicable laws and any amendments thereof or additions thereto as to the employment of labor, and to the schedule of minimum wage rates established in compliance with laws shall be a part of these Contract Documents. Copies of the wage schedules are included in Part II of these Supplementary Conditions. If it becomes necessary to employ any person in a trade or occupation not classified in the wage determinations, such person shall be paid at not less than such rates as shall be determined by the officials administrating the laws mentioned above. Such approved minimum rate shall be retroactive to the time of the initial employment of such person in such trade or occupation.

B. The schedules of wages referred to above are minimum rates only, and Owner will not consider any claims for additional compensation made by Contractor because of payment by Contractor of any wage rate in excess of the applicable rate contained in these Contract Documents. All disputes in regard to the payment of wages in excess of those specified in the schedules shall be resolved by Contractor.

C. The said schedules of wages shall continue to be the minimum rates to be paid during the life of this Agreement and a legible copy of said schedules shall be kept posted in a conspicuous place at the site of the work.

D. State schedules of minimum wage rates are included in Part II of these Supplementary Conditions. Where rates differ, the higher rates shall apply as a minimum for that trade.

SC-19 Add Article 19 titled "FEDERAL REQUIREMENTS"

SC-19.01 Add the following language as Paragraph 19.01 with the title "Agency Not a Party":

19.01.A This Contract is expected to be funded in part with funds provided by Agency. Neither Agency, nor any of its departments, entities, or employees is a party to this Contract.

SC-19.02 Add the following sections after Article 19.01 with the title "Contract Approval":

19.02.A Owner and Contractor will furnish Owner's attorney such evidence as required so that Owner's attorney can complete and execute the following "Certificate of Owner's Attorney" before Owner submits the executed Contract Documents to Agency for approval.

19.02.B Concurrence by Agency in the award of the Contract is required before the Contract is effective.

SC 19.03 Add the following language after Article 19.02.B with the title "Conflict of Interest":

19.03.A Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer. Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in Contractor. Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

SC 19.04 Add the following language after Article 19.03.A with the title "Gratuities":

19.04.A If Owner finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings

shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.

19.04.B In the event this Contract is terminated as provided in paragraph 19.04.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

SC 19.06 Add the following language after Article 19.05.A with the title "Small, Minority and Women's Businesses":

19.06.A If Contractor intends to let any subcontracts for a portion of the work, Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall consist of: (1) including qualified small, minority and women's businesses on solicitation lists; (2) assuring that small, minority and women's businesses are solicited whenever they are potential sources; (3) dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, and women's businesses; (4) establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women's businesses; (5) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; (6) requiring each party to a subcontract to take the affirmative steps of this section; and (7) Contractor is encouraged to procure goods and services from labor surplus area firms.

SC 19.07 Add the following after Article 19.06.A with the title "Anti-Kickback":

19.07.A Contractor shall comply with the Copeland Anti-Kickback Act (18 USC 874 and 40 USC 276c) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. Owner shall report all suspected or reported violations to Agency.

SC 19.07 Add the following after Article 19.06.A with the title "Clean Air Act (42 U.S.C. 74017671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended":

19.07.A Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

SC 19.08 Add the following after Article 19.07.A with the title "Equal Employment Opportunity":

19.08.A The Contract is considered a federally assisted construction contract. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

SC 19.09 Add the following after Article 19.08.A with the title "Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)":

19.09.A Contractors that apply or bid for an award exceeding $100,000 must file the required certification (RD Instruction 1940-Q, Exhibit A-1). The Contractor certifies to the Owner and every subcontractor certifies to the Contractor that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining the Contract if it is covered by 31 U.S.C. 1352. The Contractor and every subcontractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

SC 19.12 Add the following after Article 19.11.A with the title "Environmental Requirements":

When constructing a Project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental conditions:

19.12.A Wetlands –When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.

19.12.B Floodplains –When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, e.g., alluvial soils on NRCS Soil Survey Maps.

19.12.C Historic Preservation – Any excavation by Contractor that uncovers an historical or archaeological artifact or human remains shall be immediately reported to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the State Historic Preservation Officer (SHPO).

19.12.D Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.

19.12.E Mitigation Measures – The following environmental mitigation measures are required on this Project: {Insert mitigation measures here}.

SC 19.11 Add the following after Article 19.10.A with the title "Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)":

19.11.A Where applicable, for contracts awarded by the Owner in excess of $100,000 that involve the employment of mechanics or laborers, the Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

SC 19.12 Add the following after Article 19.11.A with the title "Debarment and Suspension (Executive Orders 12549 and 12689)":

19.12.A A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

SC 19.13 Add the following after Article 19.12.A with the title "Procurement of recovered materials":

19.13.A The Contractor must comply with 2 CFR Part 200.322, "Procurement of recovered materials."

SC-19.14 Add the following after Article 19.13.A with the title "American Iron & Steel":

19.14.A Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. All iron and steel products used in this project must be produced in the United States. 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. The deminimis and minor components waiver apply to this contract.

SC-19.15 Add the following after Article 19.14.A with the title "Definitions":

19.15.A "Assistance recipient" is the entity that receives funding assistance from programs required to comply with Section 746 Division A Title VII of the Consolidated Appropriations Act of 2017 (Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. This term includes owner and/or applicant.

"Certifications" means the following:

- Manufacturers' certification is documentation provided by the manufacturer or fabricator to various entities stating that the iron and steel products to be used in the project are produced in the United States in accordance with American Iron and Steel (AIS) Requirements. If items are purchased via a supplier, distributor, vendor, etc. vs. from the manufacturer or fabricator directly, then the supplier, distributor, vendor, etc. will be responsible for obtaining and providing these certification letters to the parties purchasing the products.

- Engineers' certification is documentation that plans,

specifications, and bidding documents comply with AIS.

- Contractors' certification is documentation submitted upon substantial completion of the project that all iron and steel products installed were produced in the United States.

"Coating" means a covering that is applied to the surface of an object. If a coating is applied to the external surface of a domestic iron or steel component, and the application takes place outside of the United States, said product would be considered a compliant product under the AIS requirements. Any coating processes that are applied to the external surface of iron and steel components that would otherwise be AIS compliant would not disqualify the product from meeting the AIS requirements regardless of where the coating processes occur, provided that final assembly of the product occurs in the United States. This exemption only applies to coatings on the external surface of iron and steel components. It does not apply to coatings or linings on internal surfaces of iron and steel products, such as the lining of lined pipes. All manufacturing processes for lined pipes, including the application of pipe lining, must occur in the United States for the product to be compliant with AIS requirements.

"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".
Note: Mechanical and electrical components, equipment and systems are not considered construction materials. See definition of mechanical and electrical equipment.

"Consulting engineer" is an individual or entity with which the owner has contracted to perform engineering/architectural services for water and waste projects funded by the programs subject to AIS requirements).

"De minimis incidental components" are various miscellaneous low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. Examples of incidental components could include small washers, screws, fasteners (such as "off the shelf" nuts and bolts), miscellaneous wire, corner bead, ancillary tube, signage, trash bins, door hardware etc.
Costs for such de minimis incidental components cumulatively may comprise no more than a total of five percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed one percent of the total cost of the materials used in and incorporated into a project.

"General contractor" is the individual or entity with which the applicant has contracted (or is expected to) to perform construction services (or for water and waste projects funded by the programs subject to AIS requirements). This includes bidders, contractors that have received an award from the applicant and any party having a direct contractual relationship with the owner/applicant. A general contractor is often referred to as the prime contractor.

"Iron and steel products" are defined as 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. Only items on the above list made primarily of iron or steel, permanently incorporated into the project must be produced in the United States. 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.

"Manufacturers" meaning a supplier, fabricator, distributor, materialman, or vendor is an entity with which the applicant, general contractor or with any subcontractor has contracted to furnish materials or equipment to be incorporated in the project by the applicant, contractor or a subcontractor.

"Manufacturing processes" are processes such as melting, refining, forming, rolling, drawing, finishing, and fabricating. Further, if a domestic iron and steel product is taken out of the United States 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. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-U.S. sources.

"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. AIS does apply to mechanical equipment.

"Minor components" are components within an iron and/or steel product otherwise compliant with the American Iron and Steel requirements. This is different from the de minimis definition where de minimis pertains to the entire project and the minor component

definition pertains to a single product. This waiver, would allow non-domestically produced miscellaneous minor components comprising up to five percent of the total material cost of an otherwise domestically produced iron and steel product to be used. However, unless a separate waiver for a product has been approved, all other iron and steel components in said product must still meet the AIS requirements. This waiver does not exempt the whole product from the AIS requirements only minor components within said product and the iron or steel components of the product must be produced domestically. Valves and hydrants are also subject to the cost ceiling requirements described here. Examples of minor components could include items such pins and springs in valves/hydrants, bands/straps in couplings, and other low cost items such as small fasteners etc.

"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 solid waste infrastructure.

"National Office" refers to the office responsible for the oversight and administration of the program nationally. The National Office sets policy, develops program regulations, and provides training and technical assistance to help the state offices administer the program. The National Office is located in Washington, D.C.

"Owner" is the individual or entity with which the general contractor has contracted regarding the work, and which has agreed to pay the general contractor for the performance of the work, pursuant to the terms of the contract for water and waste projects funded by the programs subject to AIS requirements. For the purpose of this Bulletin, this term is synonymous with the term "applicant" as defined in 7 CFR 1780.7 (a) (1), (2) and (3) and is an entity receiving financial assistance from the programs subject to the AIS requirements.

"Pass through Entities" is an entity that provides a subaward to a loan and/or grant recipient to carry out part of a Federal program. Examples are grantees utilizing the Revolving Loan Program and Household Water Well Program and Alaska Native Tribal Health Consortium (ANTHC) or the State of Alaska from the RAVG Program.

"Primarily iron or steel" is defined as a product made of greater than 50 percent iron or steel, measured by cost. The cost should be based on the material costs. An exception to this definition is reinforced precast concrete (see Definitions). All technical specifications and applicable industry standards (e.g. NIST, NSF, AWWA) must be met. If a product is determined to be less than 50 percent iron and steel, the AIS requirements do not apply.

For example, the cost of a fire hydrant includes:
(1) The cost of materials used for the iron portion of a fire hydrant (e.g. bonnet, body and shoe); and
(2) The cost to pour and cast to create those components (e.g. labor and energy).

Not included in the cost are:
(1) The additional material costs for the non-iron and steel internal workings of the hydrant (e.g. stem, coupling, valve, seals, etc.); and
(2) The cost to assemble the internal workings into the hydrant body.

"Produced in the United States" means that the production in the United States of the iron or steel products used in the project requires that all manufacturing processes must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives.

"Project" is the total undertaking to be accomplished for the applicant by consulting engineers, general contractors, and others, including the planning, study, design, construction, testing, commissioning, and start-up, and of which the work to be performed under the contract is a part. A project includes all activity that an applicant is undertaking to be financed in whole or part by programs subject to AIS requirements. The intentional splitting of projects into separate and smaller contracts or obligations to avoid AIS requirements is prohibited.

"Reinforced Precast Concrete" may not consist of at least 50 percent iron or steel, but the reinforcing bar and wire must be produced in the United States 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 United States. 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 areconsidered to be a construction material and must be produced in the United States.

"Steel" means 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 covers carbon steel, alloy steel, stainless steel, tool steel, and other specialty steels.

"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 but are not limited to, H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

"Ultimate recipient" is a loan or grant recipient receiving funds from a pass-through entity. Examples include: (1) a loan recipient from the Revolving Loan Fund; (2) a loan recipient from the Household Water Well Program; and (3) a grant recipient from ANTHC or the State of Alaska from the RAVG Program.

"United States" means each of the several states, the District of Columbia, and each Federally Recognized Indian Tribe.

PART II –STATE GOVERNMENT PROVISIONS

State Government Provisions referenced or included herein, have been selected from those to which specific references have been made elsewhere in the Contract Documents. Each and every other provision of law or clause required by law to be inserted in this Contract shall be deemed to be also inserted herein in accordance with paragraph 3.01.F of the Supplementary Conditions.

1.0 STATE PROVISIONS

1.1 The Owner and Contractor agree that the following State Provisions apply to the work to be performed under this Contract and that these provisions supersede any conflicting provisions of this Contract.

1.2 Applicable provisions of Connecticut General Statutes and Regulations and/or the United States Code and Code of Federal Regulations govern this Contract and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where conflict between Code of Federal Regulations and State Laws and Regulations exist, the more stringent requirements shall apply.

1.3 This project is subject to the Safety and Health Regulations of the U.S. Department of Labor set forth in Title 29 CFR, Part 1926 and to all subsequent amendments, and to the Connecticut Department of Labor Regulations. Contractors shall be familiar with the requirements of these regulations.

1.4 Connecticut Prevailing Wage Rates

2.4

END OF SECTION

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Tighe & Bond



00800A1
CT Wage Requirements

What is the Prevailing Wage Bid Package?

Date: August 16, 2023

Read time: 1 minutes

Prevailing Wage Bid Package

- Prevailing Wage Law Poster (PDF)
- Section 31-53b: Construction safety and Health Course. Proof of completion required for employees on public building projects.
  - Informational Bulletin - The 10-Hour OSHA Construction Safety and Health Course (PDF)
- Notice For All Mason Contractors (PDF)
- CT General Statute 31-55a
- Contracting Agency Certification Form (PDF)
- Contractors Wage Certification Form (PDF)
- Payroll Certification - Public Works Projects
- Information Bulletin - Occupational Classifications (PDF)
- Footnotes (Rev. 07/25) (PDF)

Prevailing Wage Information >

Wage and workplace standards

Browse Categories

- Unemployment
- UI Claims and Eligibility
- American Job Centers
- Communications
- CONN-OSHA
- CT Jobs
- Employment and Training
- Mediation and Arbitration
- Shared Work
- State Board of Labor Relations
- Trade Adjustment Assistance
- Unemployment Insurance (UI) Tax Division
- Unemployment Appeals
- Unemployment Overpayments
- Workers
- Employers
- Job Seekers

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American Job Center Services for Veterans
Annual Reports to the Connecticut General Assembly Regarding the Application of Military Training or Experience for Service Members
Bridgeport American Job Center
Connecticut Career Resource Network (CCRN)

CT Department of Labor

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Minimum Rates and Classifications for
Heavy/Highway Construction

ID#: 26-9508

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: 2027-08 Project Town: Stratford
State#: FAP#:

Project: Water Pollution Control Facility: Install Cured-In-Place (CIPP) Lining of Corrugated Metal Pipe (CMP) Stormwater Pipe

CLASSIFICATION	Hourly Rate	Benefits
1) Boilermaker	50.21	30.01
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	46.09	36.29
2) Carpenters, Piledrivermen	44.48	29.74
2a) Diver Tenders	44.48	29.74
2b) Divers Effluent	67.52	29.74
3) Divers	52.94	29.74
03a) Millwrights	45.14	30.24
03b) Carpenter-Welder	44.98	29.74
03c) Carpenter: Working with creosote lumber or acid	45.48	29.74

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4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	61.85	27.65
4a) Painters: Brush and Roller	41.17	27.65
4b) Painters: Spray	44.17	27.65
4bc) Painters: Spray Helper	42.17	27.65
4c) Painters: Steel Only	43.17	27.65
4d) Painters: Blast	46.17	27.65
4de) Painter: Blast Helper	42.17	27.65
4e) Painters: Tanks, Tower and Swingstage etc.	43.17	27.65
4f) Elevated Tanks (60 feet and above)	50.17	27.65
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)	50.0	36.97+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	45.25	46.62 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	52.08	36.80
----LABORERS---- -		
8) Group 1: General Laborers and concrete specialist	37.0	30.47

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8) Group 1a: Acetylene Burners (Hours worked with a torch)	38.0	30.47
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	37.25	30.47
10) Group 3: Pipelayers	37.5	30.47
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	37.5	30.47
12) Group 5: Toxic waste removal (non-mechanical systems)	39.0	30.47
13) Group 6: Blasters	38.75	30.47
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	40.0	30.47
Group 8: Traffic control signalmen	22.2	30.47
Group 9: Hydraulic Drills	37.75	30.47
Group 10: Toxic Waste Removers A or B With PPE	40.0	30.47
----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	39.23	30.47 + a
13b) Brakemen, Trackmen, Miners' Helpers and all other men	38.26	30.47 + a

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----CLEANING, CONCRETE AND CAULKING TUNNEL----		
14) Concrete Workers, Form Movers, and Strippers	38.26	30.47 + a
15) Form Erectors	38.59	30.47 + a
----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----		
16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers, Miners Helpers	38.26	30.47 + a
17) Laborers Topside, Cage Tenders, Bellman	38.15	30.47 + a
18) Miners	39.23	30.47 + a
----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----		
18a) Blaster	45.72	30.47 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	45.52	30.47 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	43.54	30.47 + a
21) Mucking Machine Operator, Grout Boss, Track Boss	46.31	30.47 + a
----TRUCK DRIVERS----(*see note below)		
Block Truck	39.98	33.00 + a

2 Axle	38.66	33.00 + a
Helpers	36.16	33.00 + a
Three Axle Trucks; Two Axle Mixer	38.77	33.00 + a
Three Axle Mixer	38.83	33.00 + a
Four Axle	38.89	33.00 + a
Four Axle Mixer	40.69	33.00 + a
5 Axle	38.89	33.00 + a
5 Axle Mixer	40.69	33.00 + a
Heavy Duty Trailer (40 tons and over)	41.16	33.00 + a
Heavy Duty Trailer (up to 40 tons)	39.89	33.00 + a
Snorkle Truck	39.04	33.00 + a
Swivel Dump and Tack Truck	38.89	33.00 + a
Euclids and Semi Trailer	38.94	33.00 + a

----POWER EQUIPMENT OPERATORS----

Group 1: Crane Handling or Erecting Structural Steel or Stone, Hoisting Engineer (2 drums or over), Caisson Drilled Shaft over 14". (Trade License Required)	60.66	30.95 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and over.	55.6	30.95 + a
Group 2: Cranes (100 ton rate capacity and over). (Trade License Required)	60.24	30.95 + a
Group 2a: Cranes (under 100 ton rated capacity), Magni Type-360 Rotating Forklift.	59.2	30.95 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver ($3.00 premium when operator controls hammer), HF-1 Forklift, Drills with self contained power units, Micropile up to 14 inches helical pile.	55.17	30.95 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar);Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	54.13	30.95 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper), Goldhofer.	53.61	30.95 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" mandrel)	52.78	30.95 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller, Geothermal Drill.	52.78	30.95 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	52.35	30.95 + 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)	51.89	30.95 + a

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Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine, Rigger Foreman.	51.34	30.95 + a
Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder), Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	50.74	30.95 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	47.91	30.95 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	47.91	30.95 + a
Group 12: Wellpoint Operator.	47.82	30.95 + a
Group 13: Compressor Battery Operator.	47.04	30.95 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	45.45	30.95 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	44.89	30.95 + a
Group 16: Maintenance Engineer and Articulating End Dump.	43.99	30.95 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator., Portable Grout Plant Operator, Portable Water Filtration Plant Operator.	49.95	30.95 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license), Rigger, Signalman.	46.6	30.95 + a
Surveyor: Chief of Party	50.21	30.95 + a

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Surveyor: Assistant Chief of Party	46.3	30.95 + a
Surveyor: Instrument Man	44.55	30.95 + a
Surveyor: Rodman or Chairman	38.34	30.95 + a

**NOTE: SEE BELOW

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

20) Lineman, Cable Splicer, Technician	59.91	34.00
21) Heavy Equipment Operator	53.92	31.88
22) Equipment Operator, Tractor Trailer Driver, Material Men	50.92	30.84
23) Driver Groundmen	44.93	28.47
23a) Groundman Experienced	32.95	13.99

----OUTSIDE LINE CONSTRUCTION----

24) Driver Groundmen	43.78	28.42
25) Groundmen	32.1	13.95
26) Heavy Equipment Operators	52.53	31.83

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27) Linemen, Cable Splicers, Dynamite Men	58.37	33.94
28) Material Men, Tractor Trailer Drivers, Equipment Operators	49.61	30.79
29) Technician	56.12	32.85
----COMMUNICATION----		
Sales & Service Technician: To include but not limited to: Installation, Repair, Splicing and Maintenance	52.07	20.62
----DREDGING----		
Class A1: Mechanical Dredge Operator	48.48	17.32+a+b
Class B1: Maintenance Engineer	41.93	16.87+a+b
Class C1: Mate/Welder	38.38	16.62+a+b
Class D: Deckhand	30.86	16.09+a+b

Welders: Rate for craft to which welding is incidental.
Surveyors: Hazardous material removal: $3.00 per hour premium.
*Note: Hazardous waste removal work receives additional $1.25 per hour for truck drivers.
**Note: Hazardous waste premium $3.00 per hour over classified rate.
Truck Drivers: Trainers Premium: $3.00 over wage rate.
Truck Drivers: Night Premium - Mixer Drivers: $2.00 over wage rate.

Crane with 150 ft. boom (including jib) - $1.50 extra
Crane with 200 ft. boom (including jib) - $2.50 extra
Crane with 250 ft. boom (including jib) - $5.00 extra
Crane with 300 ft. boom (including jib) - $7.00 extra
Crane with 400 ft. boom (including jib) - $10.00 extra

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

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

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

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.
Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.
The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.
The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.
All subsequent annual adjustments will be posted on our Web Site for contractor access.
Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

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

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

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

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

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

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

As of: August 26, 2026

Tighe & Bond

00800B FY 23
PDM AGREEMENT

STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY

NOTICE OF SUB-GRANT AWARD

The Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security, (DESPP/DEMHS) hereby makes the following grant award in accordance with the Hazard Mitigation Assistance Grant Program, and in accordance with the grant solicitation and the attached grant application.

Sub-Grantee:	**Town of Stratford, Connecticut**	
Address:	**2725 Main Street**	
City/State/Zip:	**Stratford, CT, 06615**	
Town Code:		
State Agency Code:		
Federal Employer ID:	**066002103**	**DUNS Number: 072134414**
DEMHS Grant No:	**LPDM-PJ-01-CT-2023-001**	
Project Title:	**Flood Protection Measures for Stratford Water Pollution Control Facility Project**	
Date of Award:	**9/18/23**	
Period of Award:	**From: 09/18/23**	**To: 09/18/26**
Amount of Award:	**Federal: $4,135,621.90** **State Match: $0.00**	**State: $0.00** **Grantee Match: $1,378,540.65**
Total Budget:	**$5,514,162.55**	
Fed Grant No:	**LPDM-PJ-01-CT-2023-001**	**Grantee Fiscal Year From: July 1 To: June 30**

My signature below, for and on behalf of the above named sub-grantee, indicates acceptance of the above referenced award and further certifies that:

1. I have the authority to execute this agreement on behalf of the sub-grantee; and,
2. The sub-grantee will comply with all attached sub-grant conditions, State of Connecticut general conditions, and Federal Conditions; and
3. The signatory of this agreement consents to all conditions, rules, and guidelines contained in the included forms, exhibits, attachments included in this Grant package.

BY: Laura R Hoydick — Signature of Authorized Official

10/11/2023 — Date

Laura R Hoydick, Mayor — Typed Name and Title of Authorized Official

John Casey, Town Engineer — Municipal Designated Point of Contact *(responsible for implementation of project)*

FOR THE DIVISION OF EMERGENCY SERVICES AND PUBLIC PROTECTION

BY: Brenda M Bergeron — Signature of Authorized Official

10-13-23 — Date

Brenda Bergeron, Deputy Commissioner — Name and Title of Authorized Official

SUMMARY DESCRIPTION OF FUNDING

Through this accord, the town of Stratford will use Federal grant funding in the amount of $4,135,621.90 from the Pre-Disaster Mitigation Grant Program for flood protection measures at the Stratford Water Pollution Control facility. The goal of the Pre-Disaster Mitigation Grant Program is to reduce the risk to individuals and property from future natural hazards, while also reducing reliance on federal funding from future disasters.

STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY

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BY: Laura R Hoydick — Signature of Authorized Official

10/11/2023 — Date

Laura R Hoydick, Mayor — Typed Name and Title of Authorized Official

John Casey, Town Engineer — Municipal Designated Point of Contact *(responsible for implementation of project)*

FOR THE DIVISION OF EMERGENCY SERVICES AND PUBLIC PROTECTION

BY: _____ Signature of Authorized Official

_____ Date

Brenda Bergeron, Deputy Commissioner
Name and Title of Authorized Official

SUMMARY DESCRIPTION OF FUNDING

Through this accord, the town of Stratford will use Federal grant funding in the amount of $4,135,621.90 from the Pre-Disaster Mitigation Grant Program for flood protection measures at the Stratford Water Pollution Control facility. The goal of the Pre-Disaster Mitigation Grant Program is to reduce the risk to individuals and property from future natural hazards, while also reducing reliance on federal funding from future disasters.

ENVIRONMENTAL REVIEW PROJECT CONDITIONS

1. If ground disturbing activities occur during implementation, the sub-applicant (sub-grantee) will comply with Connecticut General Statutes 10-389 and monitor excavation activity and if any artifacts or human remains are found during the excavation process all work is to cease. (a) Notwithstanding the provisions of sections 7-67 and 7-69, The applicant will notify the State Archaeologist, DEMHS, FEMA and the State Historical Preservation Officer.

2. The sub-applicant (sub-grantee) must follow all applicable local, state, and federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If there is an unusual material encountered or there is an extraordinary amount of lead, asbestos, or other routinely encountered material the sub-applicant (sub-grantee) must contact DEMHS and DEMHS must contact FEMA. The sub-applicant (sub-grantee) must also contact the relevant agency with authority for regulation of the material.

3. If deviations from the proposed scope of work result in design changes, the need for additional ground disturbance, additional removal of vegetation, or result in any other unanticipated changes to the physical environment, the sub-applicant (sub-grantee) must contact DEMHS and DEMHS must contact FEMA, and a re-evaluation under NEPA and other applicable environmental laws will be conducted by FEMA.

Other Project Conditions

1. All permits must be obtained and forwarded to the DESPP/DEMHS before any work begins.

2. Any deviation from the Scope of Work or conditions of funding must be approved in advance, in writing.

3. Sub-grantees must comply with all HMA requirements, grant management procedures in 44 CFR Part 13, the sub-grant agreement, and applicable Federal, state, and local laws and regulations.

STANDARD REPORTING SCHEDULE FOR DESPP/DEMHS HAZARD MITIGATION ASSISTANCE (HMA) PROGRAM SUB-GRANTEES

1. **Reimbursement requests are contingent on receiving Quarterly Reports**
   Please prepare all project documentation and submit with your reimbursement request. All documentation must be accurate, complete and up to date and consistent with the approved Scope of Work. Failure to properly document project costs may result in delay or loss of Federal funding. Your Hazard Mitigation Program project manager may schedule a reconciliation meeting with FEMA, which may include a field inspection, prior to approving reimbursement request.

2. **Quarterly Reports**
   Due to DESPP/DEMHS 15 days after the calendar quarter ends

   - For the quarter ending 3/31, reports are due 4/15
   - For the quarter ending 6/30, reports are due 7/15
   - For the quarter ending 9/30, reports are due 10/15
   - For the quarter ending 12/31, reports are due 1/15

3. **Closeout**
   When project is complete, please prepare all project documentation for final cost reconciliation (i.e., the difference between actual and estimated costs). All documentation for closeout must be accurate, complete and up to date. Failure to properly document project costs may result in loss of Federal funding. When you have your project documentation, please notify your Hazard Mitigation Program project manager, who will schedule a reconciliation meeting with FEMA, which may include a field inspection.

Please mail Quarterly Reports, Reimbursement Requests and all supporting Documentation to:

Attention: Hazard Mitigation Program
Department of Emergency Services and Public Protection
Division of Emergency Management and Homeland Security
1111 Country Club Road, Floor 3C, Middletown, CT 06457

STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY

QUARTERLY PROGRESS REPORT

Sub-Grant No.:
Sub-Grant Title:
Sub-Grantee:
Period Covered: _____ to _____

To request a digital Quarterly Progress Report Form, email: DEMHS.HMGP@ct.gov

Name of Person Submitting Report:
Title:
Address:

Phone:
Email:
Signature: _____

1. **Briefly summarize project activities for this quarter.**

2. **Is the project on schedule?** ☐ **Yes.** ☐ **No.**
   If not, why?

3. **Is the project adhering to the original scope of work?** ☐ **Yes.** ☐ **No.**
   If not, why?

4. **Are there any potential changes in the scope of work or cost over runs projected?**
   ☐ **Yes.** ☐ **No.**
   If so, explain:

5. **Estimated project completion date:**

1111 Country Club Road, Middletown, CT 06457
Phone: 860.685.8531 / Fax: 860.685.8902
An Affirmative Action/Equal Employment Opportunity Employer

STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY

Reimbursement Request Cover Page

(Revised September 2019)

Municipality/Agency:
Award Number:
Sub-Grant Award Number:

A separate reimbursement request is required for each project. Reimbursement requests may vary depending on federal match awarded to the project. Contact DEMHS.HMGP@ct.gov for more information

Total submission amount: $

Federal Share: $

Match Funding: $

To request a digital Reimbursements Request Cover Page email: DEMHS.HMGP@ct.gov

Please attach to this cover sheet, a completed hardcopy and digital spreadsheet, including all supporting documentation (contracts, invoices showing paid, canceled checks, itemized proof of payment, time & attendance sheets, etc.) This documentation must support total amount of funds expended to date on project.

Mandatory: Please describe project activities that were completed for which reimbursement is requested:

Reimbursements will be payable directly to the municipality and mailed to the address on record for the office of the chief executive Officer.

Signatures required:

Point of Contact or Sub-Grant Project Director	Chief Executive Officer or Sub-Grant Financial Officer	Date

Please mail this form and full reimbursement packet to:

Department of Emergency Services and Public Protection Division of Emergency Management and Homeland Security Attention:
Hazard Mitigation Grant Program
1111 Country Club Rd, 3rd Floor North
Middletown, CT 06457

For digital submission or questions, email: DEMHS.HMGP@ct.gov

For more information regarding Hazard Mitigation Programs, click here or visit https://portal.ct.gov/DEMHS/Emergency-Management/Resources-For-Officials/Hazard-Mitigation

FOR DEMHS PURPOSES ONLY

STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY

CONFIRMATION OF RECEIPT OF GRANT DOCUMENTS

Please confirm receipt of attached grant documents by checking boxes and signing below:

- [x] General and Special Grant Conditions
- [x] Record of Environmental Consideration
- [x] Standard Reporting Schedule
- [x] Quarterly Reporting Form
- [x] Reimbursement Request Form

Laura R. Hoydick
Signature of Chief Executive Officer

10/11/2023
Date

Laura R. Hoydick
Printed Name of Chief Executive Officer

1111 Country Club Road, Middletown, CT 06457
Phone: 860.685.8531 / Fax: 860.685.8902
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STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY

HMA REIMBURSEMENT REQUEST SPREADSHEET

Project Award # <overall>:	**<specific number>**
Title:	**<address>**
Municipality/Organization:	**<name>**
Year:	**<if submissions are by year>**
Period of Performance - xx/xx/xxx-xx/xx/xxxx	

Vendor	Invoice #	Invoice Date	Invoice Amount	Amount Paid on Project	Total Check/Credit Amount	Check # or CC#	Check/Payment Date	Work Description	Comments	75%	25%
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$
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										$	$

1111 Country Club Road, Middletown, CT 06457
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To request a digital Reimbursement Spreadsheet email: DEMHS.HMGP@ct.gov

STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION
DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY

State of Connecticut General Conditions

SECTION 1: Definitions.

1.1 Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum

1.2 Contract: This agreement, as of its effective date, between or among the Parties.

1.3 Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.

1.4 Goods: All things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Solicitation.

1.5 Goods or Services: Goods, Services or both, as specified in the Solicitation.

1.6 Perform: For purposes of this Contract, the verb "to perform" and the Contractor's performance set forth in this Contract are referred to as "Perform," "Performance" and other capitalized variations of the term.

1.7 Records: All working papers and such other information and materials as may have been accumulated by the Contractor in Performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

1.8 Services: The performance of labor or work, as specified in the Solicitation and as set forth in this Contract.

1.9 Solicitation: A State request, in whatever form issued, inviting bids, proposals or quotes for Goods or Services, typified by, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes. The Solicitation and this Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut Department of Administrative Services, even if the Agency has statutes, regulations and procedures which overlap DAS's. However, to the extent that the Agency has statutes, regulations or procedures which the Agency determines in its sole discretion to be inconsistent with DAS's, the Agency's shall control over those of DAS's. The Solicitation is incorporated into and made a part of the Contract as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposals is not incorporated into the Contract in its entirety, but, rather, it is incorporated into the Contract only to the extent specifically stated.

1.10 State: The State of Connecticut, including the Agency and any office, department, board, council, commission, institution or other agency or entity of the State.

1.11 Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.

1.12 Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.

SECTION 2: Audit Clause.

2.1 Audit Requirements. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state singe audit standards as applicable.

Please initial here to indicate that you have read and understand these conditions YCN 10/11/23



SECTION 3: Whistleblowing.

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

SECTION 4: Disclosure of Records.

4.1 This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

SECTION 5: Access to Contract and State Data.

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

SECTION 6: Forum and Choice of Law.

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

SECTION 7: Termination.

7.1 Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.

Please initial here to indicate that you have read and understand these conditions _____ SIGN & DATE

10-11-23

7.2 Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.

7.3 The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

7.4 Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

7.5 The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.

7.6 For breach or violation of any of the provisions in the section concerning representations and warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

7.7 Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

7.8 Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

SECTION 8: <u>Tangible Personal Property</u>.

8.1 The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

Please initial here to indicate that you have read and understand these conditions LPN SIGN & DATE 10-11-23

8.1.1 For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

8.1.2 A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;

8.1.3 The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;

8.1.4 The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

8.1.5 Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

8.2 For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

8.3 The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

SECTION 9: Indemnification.

9.1 The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

9.2 The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

Please initial here to indicate that you have read and understand these conditions JLW SIGN & DATE

10-11-23

9.3 The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

9.4 The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

9.5 The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.

9.6 This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

SECTION 10: Sovereign Immunity.

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

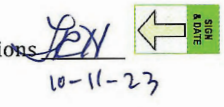
SECTION 11: Summary of State Ethics Laws.

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

SECTION 12: Audit and Inspection of Plants, Places of Business and Records.

12.1 The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

12.2 The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

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12.3 The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

12.4 The Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Agreement. The Contractor shall remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Agreement's setoff provision.

12.5 The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

12.6 The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

12.7 The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

SECTION 13: Campaign Contribution Restriction.

13.1 For all State contracts, defined in Conn. Gen. Stat. §9-612 as having a value in a calendar year of $50,000 or more, or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

SECTION 14: Protection of Confidential Information.

14.1 Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

14.2 Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

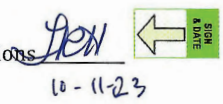
14.2.1 A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

14.2.2 Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;

14.2.3 A process for reviewing policies and security measures at least annually;

14.2.4 Creating secure access controls to Confidential Information, including but not limited to passwords; and

14.2.5 Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

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14.3 The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

14.4 The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

14.5 Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

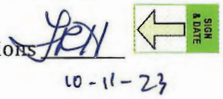
The above section uses the terms "Confidential Information" and "Confidential Information Breach." Please use the following two definitions for those terms and include them, alphabetized, in the definition section of the contract:

Confidential Information shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

Confidential Information Breach shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

SECTION 15: Executive Orders and Other Enactments.

15.1 All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in

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accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.

15.2 This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.

15.3 This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

SECTION 16: Nondiscrimination.

16.1 For purposes of this Section, the following terms are defined as follows:

16.1.1 "Commission" means the Commission on Human Rights and Opportunities;

16.1.2 "Contract" and "contract" include any extension or modification of the Contract or contract;

16.1.3 "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

16.1.4 "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;

16.1.5 "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

16.1.6 "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

16.1.7 "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

16.1.8 "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

16.1.9 "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

16.1.10 "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or

which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

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

16.3 Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

16.4 The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

16.5 The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened

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with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

16.6 The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

16.7 The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

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

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

SECTION 17: <u>Iran Investment Energy Certification</u>.

17.1 Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

17.2 If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this

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subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

SECTION 18: Consulting Agreement Representation.

18.1 Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

_____ _____

Consultant's Name and Title Name of Firm (if applicable)

_____ _____ _____

Start Date End Date Cost

The basic terms of the consulting agreement are: _____

_____

_____

Description of Services Provided: _____

_____

_____

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

If YES: _____ _____

Name of Former State Agency Termination Date of Employment

SECTION 19: Large State Contract Representation for Contractor.

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

19.1.1 That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid

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solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

19.1.2 That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

19.1.3 That the Contractor is submitting bids or proposals without fraud or collusion with any person.

SECTION 20: Large State Contract Representation for Official or Employee of State Agency.

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

SECTION 21: Call Center and Customer Service Work.

21.1 Contractor shall perform all required state business-related call center and customer service work entirely within the State of Connecticut. If Contractor performs work outside of the State of Connecticut and adds customer service employees who will perform work pursuant to this Contract, then Contractor shall employ such new employees within the State of Connecticut prior to any such employee performing any work pursuant to this Contract.

SECTION 22: Compliance with Consumer Data Privacy and Online Monitoring.

22.1 Pursuant to section 4 of Public Act 23-16 of the Connecticut General Assembly, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

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Department of Homeland Security
Standard Terms and Conditions

DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in or after FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and

related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs- civil-rights-evaluation-tool.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Department of Homeland Security
Standard Terms and Conditions

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

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XIII. Energy Policy and Conservation Act
Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. False Claims Act and Program Fraud Civil Remedies
Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVI. Federal Leadership on Reducing Text Messaging while Driving
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVII. Fly America Act of 1974
Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990
Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

XIX. John S. McCain National Defense Authorization Act of Fiscal Year 2019
Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs

and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help- department- supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

XXI. Lobbying Prohibitions
Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency,a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXII. National Environmental Policy Act
Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.

XXIV. Non-Supplanting Requirement
Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXV. Notice of Funding Opportunity Requirements
All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVI. Patents and Intellectual Property Rights
Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVIII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXIX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXX. Reporting Subawards and Executive Compensation

Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless

another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

a. When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

XXXII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Department of Homeland Security
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XXXIII. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXIV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXV. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVI. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVIII. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

STATE AGENCY GRANT CONDITIONS

SECTION 1: Grant Funds.
Grant funds shall be obligated on a reimbursement basis only and upon submission by the sub-grantee of a request for reimbursement for which has all work and costs have been clearly identified and all supporting back up documentation has been attached. Any work that was done prior to grant award, with the exception of eligible pre-award costs identified within the sub-grantee's Federally approved project application, will not be eligible for reimbursement. The sub-grantee agrees to expend grant funds awarded pursuant to this agreement for eligible purposes only and to comply with all of the terms and conditions of the grant award and any related documents that set forth its obligations as sub-grantee and in compliance with all programmatic requirements of this HMA Grant.

SECTION 2: Fiscal Control.
The sub-grantee shall establish and maintain audit quality accounting records, policies and procedures to assure sound fiscal control, effective management and proper disbursement of grant funds. Controls must be adequate to insure that expenditures charged to grant activities are made for allowable purposes only.

SECTION 3: Quarterly Reports.
The sub-grantee must submit quarterly progress reports to DESPP/DEMHS, even if no progress has been made on this project, so they can be reviewed and provided to FEMA. Reimbursement may be withheld by DESPP/DEMHS until complete and timely quarterly reports are received and approved. All permits obtained must be forwarded to DESPP/DEMHS for Federal review.

SECTION 4: Changes in Scope of Work.
If it becomes necessary for the sub-grantee to deviate from the scope of work as identified in the approved sub-grant award, the sub-grantee must notify DESPP/DEMHS as soon as this is known but in any event, prior to commencement of new scope of work. Any deviation from the Scope of Work or conditions of funding must be approved in advance, in writing. Failure to do so could jeopardize Federal funding. 44 CFR 13.30(c) (2)

SECTION 5: Deadlines and Extensions.
FEMA regulations require sub-grantees to complete project work by date as identified on the Sub- Grant Award. If the need for an extension to the period of performance becomes apparent, the sub-grantee agrees to immediately notify DESPP/DEMHS, who must then notify FEMA, of the need for an extension. All extension requests must be requested and approved in writing. Failure to do so may jeopardize Federal funding. Please note that a request for an extension does not guarantee approval.

SECTION 6: Disallowed Costs.
If it is determined at any time during the course of this project that funds have been provided for work that falls outside of the approved scope of work, project costs may be disallowed. In this event, if these funds have already been provided, the sub-grantee agrees to return the disallowed funds to Department of Emergency Management and Homeland Security not later than 60 days after determination has been made.

SECTION 7: Funding Limitation.
Award of this project in no way obligates DESPP/DEMHS to fund the project in excess of this grant, beyond the period of this grant, or in future years.

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SECTION 8: Retention of Records and Records Accessibility.

8.1. Financial records, supporting documents, statistical records, and all other records pertaining to this grant shall be retained for a period of three years starting from the date of the submission of the final expenditure report, with the following qualifications.

8.2. If any litigation, claim or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

8.3. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with grant funds shall be retained for three years after the final disposition of said property.

8.4. The State or its representatives shall have the right at reasonable hours to examine any books, records and other documents of the sub-grantee or its subcontractors or sub-grantees pertaining to work performed under this agreement. The State will give sub-grantee or such sub-subcontractor or sub-grantee at least twenty-four hours' notice of such intended examination. At the State's request, the sub-grantee shall provide the State with hard copies of or magnetic tape containing any data or information relating to the State's business, which data or information is in the possession or control of the sub-grantee. The sub-grantee shall incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or sub-grantee relating to this grant.

SECTION 9: Audits.

In accordance with the following conditions, the sub-grantee agrees to conduct and submit to DESPP/DEMHS a completed audit package with management letters and corrective action Plans for audits of each of the fiscal years included in the period of this grant and any Amendments thereto.

SECTION 10: Conflict of Interest.

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

SECTION 11: Independent Contractor.

The sub-grantee shall act as an independent contractor in performing this agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the grantee will notify DEMHS/DESPP of the contractor's identity.

SECTION 12: Non-Supplanting.

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

12.2 The sub-grantee shall not use state funds conveyed by the sub-grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state sub-grant funds.

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00800C FY 23 PDM PROCUREMENT REQUIREMENTS

The Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2023 Pre-Disaster Mitigation (PDM) Grant Program

The Fiscal Year 2023 PDM grant program is limited to the projects and entities identified by Congress in the FY23 DHS Appropriations Act's Joint Explanatory Statement (JES) for Division F in the table starting on page S8570 entitled "Homeland Security Incorporation of Community Project Funding Items/Congressionally Directed Spending Items." This funding opportunity is not open for other activities, projects, or entities.

All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI number is issued by the system. Requesting a UEI using Sam.gov can be found at: https://sam.gov/content/entity-registration.

Grants.gov registration information can be found at:
https://www.grants.gov/web/grants/register.html.

Planned UEI Updates in Grant Application Forms:
On April 4, 2022, the Data Universal Numbering System (DUNS) Number was replaced by a new, non-proprietary identifier requested in, and assigned by, the System for Award Management (SAM.gov). This new identifier is the Unique Entity Identifier (UEI).

Additional Information can be found on Grants.gov:

https://www.grants.gov/web/grants/forms/planned-uei-updates.html

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A. Program Description

1. Issued By

U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/ Resilience/Federal Insurance and Mitigation Administration (FIMA)/Mitigation Directorate/Hazard Mitigation Assistance (HMA) Division

2. Assistance Listings Number

97.047

3. Assistance Listings Title

Pre-Disaster Mitigation Grant Program

4. Funding Opportunity Title

Fiscal Year 2023 Pre-Disaster Mitigation Grant Program

5. Funding Opportunity Number

DHS-23- *MT-047-00-99*

6. Authorizing Authority for Program

Section 203 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) (Pub. L. No. 100-707), amending the Disaster Relief Act of 1974 (Pub. L. No. 93-288) (42 U.S.C. § 5133)

7. Appropriation Authority for Program

Department of Homeland Security Appropriations Act, 2023 (FY23 DHS Appropriations Act) (Pub. L. No. 117-328)

8. Announcement Type

Initial

9. Program Category

Mitigation: Natural Hazards

10. Program Overview, Objectives, and Priorities

a. ***Overview***

The Pre-Disaster Mitigation (PDM) Grant Program makes federal funds available to state, local, tribal, and territorial governments to plan for and implement sustainable cost-effective measures designed to reduce the risk to individuals and property from future natural hazards, while also reducing reliance on federal funding from future natural disasters.

PDM has invested more than $1 billion across thousands of projects for mitigation activities throughout the country during its 20-year history and has paved the way for the next generation of mitigation funding. PDM helped initiate an important shift in the nation's focus from planning for response and recovery to assessing risk, proactively identifying projects to mitigate risk, and strategically tackling pre-disaster community resilience initiatives. PDM

has supported states, territories, tribes, and local jurisdictions as they pursued community-wide resilience planning processes and implemented projects to reduce risk nationwide.

The Fiscal Year (FY) 2023 PDM Grant Program will provide $233,043,782 in funding to projects identified in the FY23 DHS Appropriations Act's Joint Explanatory Statement (JES) for Division F in the table starting on page S8570 entitled "Homeland Security Incorporation of Community Project Funding Items/Congressionally Directed Spending Items."

FEMA will provide financial assistance to eligible PDM applicants for activities in accordance with the JES accompanying the FY23 DHS Appropriations Act and as listed in Appendix A of this NOFO. The authorized projects generally include the following project types:

1) Project Scoping – process for subapplicants to develop effective mitigation alternatives based on a defined set of requirements that meet the stated purpose and need of the proposed project. The process includes activities such as identification and evaluation of technical feasibility, cost review, and cost effectiveness, as well as environmental and cultural resource considerations.
2) Hazard Mitigation Projects (construction) – cost-effective projects designed to increase resilience and public safety; reduce injuries and loss of life; and reduce damage and destruction to property, critical services, facilities, and infrastructure, (including natural systems) from a multitude of natural hazards and the effects of climate change; and
3) Management Costs – financial assistance to reimburse the recipient for eligible and reasonable indirect costs, direct administrative costs, and other administrative expenses associated with a specific mitigation measure or project in an amount up to 5 percent of the total federal amount of the grant award. Project award amounts are not available for recipient management and administration costs; however, a separate appropriation was made for these costs, which may reimburse recipients for up to 5 percent of the total federal award amount for each project.

The PDM Grant Program aligns with the general goal of promoting resilience and adaptation in light of current risks and the 2020-2024 DHS Strategic Plan through pursuing Goal 5: Strengthen Preparedness and Resilience. Specifically, Objective 5.1: Build a National Culture of Preparedness has several sub-objectives that the PDM Grant Program supports. PDM serves primarily to bolster Sub-Objective 5.1.1: Incentivize investments that reduce risk and increase pre-disaster mitigation, including expanding the use of insurance to manage risk through funding mitigation projects, particularly ones that reduce risk to Community Lifelines and infrastructure. Additionally, project scoping activities that PDM funds also contribute to other sub-objectives. For example, planning, partnerships, and project scoping efforts help improve awareness initiatives to encourage public action to increase preparedness (Sub-Objective 5.1.2), use lessons from past disasters and exercises to inform community investment decisions and anticipate challenges that may emerge during future disasters (Sub-Objective 5.1.3), and coordinate and guide continuity of operations activities through partnerships with government and non-government stakeholders (Sub-Objective 5.1.5).

The 2022-2026 FEMA Strategic Plan outlines three bold, ambitious goals in order to position FEMA to address the increasing range and complexity of disasters, support the diversity of communities we serve, and complement the nation's growing expectations of the emergency management community. The PDM Grant Program supports Goal 2: Lead Whole of Community in Climate Resilience and Goal 3: Promote and Sustain a Ready FEMA and a Prepared Nation.

b. ***Objectives***

The objective of the FY 2023 PDM Grant Program is to fund Community Project Funding/Congressionally Directed Spending (CDS) projects for state, local, tribal, and territorial government efforts to plan for, and implement sustainable cost-effective measures designed to reduce the risk to individuals and property from future natural hazards, while also reducing reliance on federal funding from future disasters.

There are projects from 32 states and two tribes identified for the FY 2023 PDM Grant Program. These targeted community and Tribal projects focus primarily on infrastructure improvements to stormwater, drainage, sewer systems and levee systems and/or dams to build community resilience against future flooding. However, other projects focus on addressing other hazard types such as tsunamis, seismic activity, landslides, and wildfire. Approximately 10 projects address nature-based solutions including greenways, open space, beach revitalization, climate resilience, and shoreline preservation.

c. ***Priorities***

The priorities of the FY 2023 Pre-Disaster Mitigation Grant Program are to fund projects identified in **Appendix A** of this NOFO. If you are interested in applying to FEMA's other annual mitigation grant programs, like the Building Resilient Infrastructure and Communities program, please go to www.grants.gov for more information.

11. Performance Measures

Based on the statutory requirements of Section 203 and the Hazard Mitigation Assistance Guidance (2015), FEMA has specified minimum project criteria including that Applicants must demonstrate mitigation projects are cost effective. Benefit-Cost Analysis (BCA) is the method by which the future benefits of a hazard mitigation project are determined and compared to its costs. The end result is a Benefit-Cost Ratio (BCR), which is calculated by a project's total of discounted benefits divided by its total of discounted costs. The BCR is a numerical expression of the "cost effectiveness" of a project. A project is considered to be cost effective when the BCR is 1.0 or greater, indicating the benefits of a prospective hazard mitigation project are sufficient to justify the costs. FEMA is also introducing an alternative cost-effectiveness methodology that will modify the threshold for mitigation projects to be considered cost-effective under limited conditions. Part of the conditions stipulate that the mitigation activity benefits disadvantaged communities, addresses climate change impacts, has hard to quantify benefits, and/or is subject to higher costs due to the use of low carbon building materials or compliance with the FFRMS. Please see Section D.11.b, "Alternative Benefit Cost Analysis" paragraph below for full requirements. Projects that are not cost-effective will not be eligible.

PDM aims to implement projects that reduce risks posed by natural hazards and reduce future losses, by funding priority projects and activities. Priorities include risk reduction of both acute events and chronic stressors, which are either observed or expected. To achieve these goals, for FY23 PDM, the 100 identified CDS projects prioritize the following types of activities: infrastructure projects, those that mitigate risk to lifelines, and projects proposed by applicants that reduce reliance on federal disaster funding. FEMA will measure the percent of dollars invested in these priorities, which will indicate that PDM projects expect to meet the goal of reducing both risks posed by natural hazards and future losses.

B. Federal Award Information

1. Available Funding for the NOFO: **$233,043,782**

2. Period of Performance: **36 Months**

Extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to Section H of this NOFO.

FEMA awards under most programs, including this program, only include one budget period, so it will be the same as the period of performance. *See* 2 C.F.R. § 200.1 for definitions of "budget period" and "period of performance."

3. Projected Period of Performance Start Date(s): Will vary by award; all awards must be made by September 30, 2023

4. Period of Performance End Date(s): 36 months from date of the award unless otherwise approved by FEMA

5. Funding Instrument Type: **Grant**

C. Eligibility Information

1. Eligible Applicants

Only states or federally recognized tribal governments with identified projects in **Appendix A** of this NOFO are eligible to apply.

Each state, territory, or federally recognized tribal government with a PDM project identified in **Appendix A** of this NOFO shall designate one agency to serve as the applicant for PDM funding. Each applicant's designated agency may submit only one PDM grant application to FEMA.

Local governments, including cities, townships, counties, special district governments, and tribal governments (including federally recognized tribes who choose to apply as subapplicants) that are identified in **Appendix A** of this NOFO are considered subapplicants and must submit subapplications to their state/territory applicant agency. Contact information

for the State Hazard Mitigation Officers (SHMOs) is provided on the FEMA website at State Hazard Mitigation Officers. A federally recognized tribal government may apply as an applicant directly to FEMA or as a subapplicant.

2. Applicant Eligibility Criteria

Eligible FY 2023 PDM grant projects were identified in the JES accompanying the FY 2023 DHS Appropriations Act; only those associated PDM projects are eligible to receive funding under this grant program. Those PDM projects are identified in **Appendix A** of this NOFO.

- To be considered for funding, all applicants must submit their FY 2023 PDM grant application to FEMA via Mitigation (MT) eGrants.
- All applicants and subapplicants submitting subapplications must have a FEMA-approved mitigation plan by the application deadline and at the time of obligation in accordance with Title 44 Code of Federal Regulations (CFR) Part 201.

3. Other Eligibility Criteria/Restrictions

- All mitigation projects submitted as part of a PDM grant application must be consistent with the goals and objectives identified in a) the current, FEMA-approved State or Tribal (Standard or Enhanced) Mitigation Plan and b) the approved local mitigation plan for the jurisdiction in which the project is located.
- All activities under PDM must be in conformance with all applicable environmental planning and historic preservation (EHP) laws, regulations, executive orders, and agency policies including 44 C.F.R. Part 9; DHS Directive 023-01 Rev 01, Implementation of the National Environmental Policy Act (October 31, 2014), and Instruction Manual 023-01-001-01 Rev 01, Implementation of the National Environmental Policy Act (NEPA) (November 6, 2014); FEMA Directive 108-1, Environmental Planning and Historic Preservation Responsibilities and Program Requirements (October 10, 2018); FEMA Instruction 108-1-1, Instruction on Implementation of the Environmental Planning and Historic Preservation Responsibilities and Program Requirements (October 10, 2018), accessible at https://www.fema.gov/media-library/assets/documents/118323. EHP Job Aids and Supplements are available on the FEMA website at https://www.fema.gov/grants/mitigation/job-aids.
- All activities under PDM must be in conformance with all applicable federal, state, tribal, and local floodplain and land use laws and regulations including 44 C.F.R. § 60.3 (floodplain management criteria).
    - All structure elevation, mitigation reconstruction, and dry floodproofing projects; and all projects where HMA funds are used for new construction, substantial improvement, or to address substantial damage to structures[1] must meet the minimum standards of FEMA's partial implementation of the Federal Flood Risk Management Standards (FFRMS).

[1] Refer to 44 CFR § 9.4 for the definitions of "new construction" and "substantial improvement;" Refer to 44 CFR § 59.1 for the definition of "substantial damage."

  - See Executive Order (EO) 14030, Climate-Related Financial Risk and FEMA Policy FP-206-21-003-0001 Implementation of the FFRMS for HMA Programs.
- PDM projects must not have duplicate activities that another federal agency or program has more specific authority to conduct.
- All PDM projects must be in conformance with any other criteria established by FEMA that is specific to the proposed activity.
- Construction activities for which ground disturbance has already been initiated or completed are not eligible for funding. Non-construction activities that have already started may not be considered for funding. However, per the Hazard Eligibility and Local Projects (HELP) Act, FEMA may provide assistance for certain acquisition and demolition projects when implementation has already begun. In order to be eligible, the project must: (1) qualify for a categorical exclusion under NEPA; (2) be compliant with applicable floodplain management and protection of wetland regulations and criteria; and (3) not require consultation under any other environmental or historic preservation law or regulation or involve any extraordinary circumstances. An entity seeking assistance under the HELP Act must comply with all other applicable HMA and federal requirements (*see* Pub. L. No. 117-332).
- Mitigation projects must, at a minimum, be in conformance with the latest published editions (meaning either of the two most recently published editions) of relevant consensus-based codes, specifications, and standards that incorporate the latest hazard-resistant and energy efficient designs.
- Mitigation projects should account for future climate risk to the proposed project. This can be accomplished by using evidence-based, best-available climate data sets, information resources, and decision-support tools, including Federal resources, to identify current and future climate risks over the project's expected service life. Climate projections, emission scenarios, or other suitable scenario conditions should be specified based on the project's service life and applicant's risk tolerance, as appropriate and available. Applications should document how planned project design and operations are resilient to any identified current and future climate risks. (This can be used to satisfy the requirement to utilize alternative benefit-cost analysis methodology under section D.11.b.3.b.)
- Mitigation projects should adopt nature-based solutions unless alternatives are demonstrated to be more beneficial to society, when the full range of benefits are considered, or nature-based solutions are not technically suitable for project goals.
- Where technically feasible and effective, mitigation projects should use construction materials that have lower embodied greenhouse gas emissions – including lower-carbon concrete, asphalt, and steel. Embodied emissions refer to the amount of greenhouse gas (GHG) emissions associated with the extraction, production, transport, and manufacturing of material. (This can be used to satisfy the requirement to utilize alternative benefit-cost analysis methodology under section D.11.b.3.c.)
- Where technically feasible and effective, mitigation projects should encourage designs, operations, and practices that lead to further adoption of technology, development or land use patterns, or behaviors that reduce greenhouse gas emissions within and potentially beyond extent of the project.
- Mitigation projects must be technically feasible and effective.

- Mitigation projects must solve a problem independently or constitute a functional portion of a long-term solution for which there is assurance that the project as a whole will be completed or there is a reasonable plan and available funding for completion.
- Mitigation projects must be cost-effective and designed to increase resilience and reduce risk of injuries, loss of life, and damage and destruction of property, including critical services and facilities. This means the project, as documented by the applicant, achieves the following goals:
    - Addresses a problem that has been repetitive or that poses a risk to public health and safety and improved property if left unresolved;
    - Satisfies applicable cost-effectiveness requirements in compliance with OMB Circular A-94;
    - Contributes, to the extent practicable, to a long-term solution to the problem it is intended to address; and
    - Accounts for long-term changes to the areas and entities it protects and has manageable future maintenance and modification requirements.
- If the mitigation project is located in a Special Flood Hazard Area, it must meet both of the following conditions:
    i. The project is in a jurisdiction participating in the National Flood Insurance Program that is not on probation, suspended, or withdrawn.
    ii. The property owner obtains and maintains flood insurance for the life of the structure, regardless of transfer of ownership, in an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the mitigated property, whichever is less.
    iii. The project complies with any FEMA directive or policy implementing the Federal Flood Risk Management Standards (FFRMS)[2].

4. Cost Share or Match

Cost share is required under this program. Federal funding is available for up to 75 percent of the eligible activity costs. The remaining 25 percent of eligible activity costs must be derived from non-federal sources.

The non-federal cost share contribution is calculated based on the total cost of the proposed activity. For example, if the total cost is $400,000 and the non-federal cost share is 25 percent, then the non-federal contribution is $100,000: 25 percent of $400,000 is $100,000.
Small impoverished communities are eligible for up to a 90 percent federal cost share for their mitigation planning and project subapplications in accordance with the Stafford Act. A small impoverished community must meet all of the following qualifications:

- Be a community of 3,000 or fewer individuals identified by the state as a rural community that is not a remote area within the corporate boundaries of a larger city;

[2] An update to the FFRMS policy went into effect as of Dec. 7, 2022, and addresses elevating and floodproofing requirements for structures using Hazard Mitigation Assistance funding. Please refer to the following link for additional information about the Partial Implementation of the Federal Flood Risk Management Standard for Hazard Mitigation Assistance Programs -- FEMA Policy 206-21-003-0001.

- Be economically disadvantaged, with residents having an average per capita annual income not exceeding 80 percent of the national per capita income, based on best available data. For the most current information, go to the Bureau of Economic Analysis website at http://www.bea.gov; or the United States Census Bureau website at Census.gov; and
- Meet other criteria required by the Applicant in which the community is located.

Federally recognized tribes can identify themselves as small impoverished communities if they meet the above criteria.

Federally recognized tribes meeting the definition of a small impoverished community that apply to FEMA directly as Applicants are eligible for a 90 percent federal cost share for their planning, project, and management costs subapplications.

Applicants and subapplicants who apply as a small impoverished community must request the federal cost share amount up to 90 percent in the Cost Share section of their planning, project, and management costs subapplication(s). Applicants must certify small impoverished community status and provide documentation with the subapplication(s) to justify up to a 90 percent federal cost share. If documentation is not submitted with the subapplication, then FEMA will provide no more than 75 percent federal cost share of the total eligible costs.

More detailed information is provided in Part III, C, Cost Sharing, of the HMA Guidance, available on the FEMA website at Hazard Mitigation Assistance Guidance Feb 27, 2015.

D. Application and Submission Information

1. Key Dates and Times

a. ***Application Start Date:*** ***03/01/2023***

b. ***Application Submission Deadline:*** ***04/14/2023 at 5:00 PM ET***

All applications **must** be received by the established deadline. Applicants with system-related issues must contact the eGrants Helpline by 3:00 pm on Friday, April 14, 2023.

The MT eGrants System has a date stamp that indicates when an application is submitted. Applicants will receive an electronic message confirming receipt of their submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled “Timely Receipt Requirements and Proof of Timely Submission” in Section D of this NOFO.

FEMA may not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant’s control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. "Timely notification" of FEMA means: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in Section G of this NOFO, "DHS Awarding Agency Contact Information." For additional assistance using the MT eGrants System, please contact the MT eGrants Service Desk at mtegrants@fema.dhs.gov. The MT eGrants Service Desk is available Monday through Friday, 9:00 AM – 6:00 PM Eastern Time (ET). For programmatic or grants management questions, please contact your Program Analyst or Grants Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the Centralized Scheduling and Information Desk (CSID) by phone at (800) 368-6498 or by e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

c. ***Anticipated Award Date:*** No later than ***09/30/2023***

To be considered timely, an FY23 PDM application must be submitted by the application deadline via FEMA's MT eGrants, and the applicant must have received a confirmation message in MT eGrants that indicates successful FY23 PDM grant submission to FEMA. For additional information on how an applicant will be notified of application receipt, see the subsection titled "Timely Receipt Requirements and Proof of Timely Submission" in Section D of this NOFO.

d. ***Other Key Dates***

Event	Suggested Deadline for Completion
Initial registration in SAM.gov includes UEI issuance	Four weeks before actual submission deadline
Obtaining a valid Employer Identification Number (EIN)	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or updating SAM registration	Four weeks before actual submission deadline
Registering in Grants.gov	Four weeks before actual submission deadline
Registering in MT eGrants	Four weeks before actual submission deadline
Starting application in Grants.gov	One week before actual submission deadline
Submitting the final application in MT eGrants	By the submission deadline

2. Agreeing to Terms and Conditions of the Award

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. Address to Request Application Package

FEMA will only process applications received via MT eGrants.

Information, training and resources on MT eGrants are available on the FEMA website at https://www.fema.gov/grants/mitigation/mitigation-egrants-system-resources (see section G, DHS Awarding Agency Contact Information, of this NOFO).

Hard copies of the NOFO can be downloaded at Grants.gov or obtained via email from the Awarding Office points of contact listed in Section G of this NOFO, "DHS Awarding Agency Contact Information" or by TTY (800) 462-7585.

For a hard copy of the full NOFO, please write a request to:

Gerilee Bennett
Acting Director, Hazard Mitigation Assistance Division, Mitigation Directorate
Federal Insurance and Mitigation Administration
Federal Emergency Management Agency
400 C Street, SW
Washington, DC 20472

4. **Requirements: Obtain a Unique Entity Identifier (UEI) and Register in the System for Award Management (SAM)**
Each applicant, unless they have a valid exception under 2 CFR 25.110, must:
1) Be registered in Sam.Gov before application submission.
2) Provide a valid Unique Entity Identifier (UEI) in its application.
3) Continue to always maintain an active System for Award Management (SAM) registration with current information during the Federal Award process.

5. **Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application**
Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

a. Apply for, update, or verify their Unique Entity Identifier (UEI) number from SAM.gov and Employer Identification Number (EIN) from the Internal Revenue Service;
b. In the application, provide an UEI number;
c. Have an account with login.gov;
d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;

e. Create a Grants.gov account;
f. Add a profile to a Grants.gov account;
g. Establish an Authorized Organizational Representative (AOR) in Grants.gov;
h. Register in MT eGrants
i. Submit an initial application in Grants.gov;
j. Submit the final application in MT eGrants, including electronically signing applicable forms; and
k. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Specific instructions on how to apply for, update, or verify an UEI number or SAM registration or establish an AOR are included below in the steps for applying through Home | GRANTS.GOV.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110I(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting askcsid@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain an UEI number, if applicable, and complete SAM registration within 30 days of the federal award date.

6. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity.

For this funding opportunity, FEMA requires applicants to submit applications through MT eGrants.

7. How to Register to Apply

a. ***General Instructions:***
Registering and applying for an award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have an UEI number, an EIN, an active System for Award Management (SAM) registration and Grants.gov account to apply for grants.

b. ***Obtain an UEI Number:***
All entities applying for funding, including renewal funding, prior to April 4, 2022, must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form.

For more detailed instructions for obtaining a UEI number, refer to: SAM.gov.

c. ***Obtain Employer Identification Number***
All entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting: https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online.

d. ***Create a login.gov account:***
Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account here: https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd3.

Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to: https://www.sam.gov/SAM/pages/public/loginFAQ.jsf.

e. ***Register with SAM:***
All organizations applying online through Grants.gov must register with SAM. Failure to register with SAM will prevent your organization from applying through Grants.gov. SAM registration must be renewed annually. Organizations will be issued a UEI number with the completed SAM registration.

For more detailed instructions for registering with SAM, refer to: https://www.grants.gov/web/grants/applicants/organization-registration/step-2-register-with-sam.html.

Note: As a new requirement per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

I. ADDITIONAL SAM REMINDERS

Existing SAM.gov account holders should check their account to make sure it is "ACTIVE." SAM registration should be completed at the very beginning of the application period and should be renewed annually to avoid being "INACTIVE." **Please allow plenty of time before the grant application submission deadline to obtain an UEI number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA's system recognizes the information.**

It is imperative that the information applicants provide is correct and current. Please ensure that your organization's name, address, and EIN are up to date in SAM and that the UEI number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient's having a current SAM registration.

II. HELP WITH SAM

The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at https://www.fsd.gov/fsd-gov/home.do or call toll free (866) 606-8220.

f. ***Register in in Mitigation eGrants (MT)***

Applicants must register in MT eGrants. For more information, see https://www.fema.gov/sites/default/files/2020-08/fema_mt-egrants-frequently-asked-questions_support_document_March_2018.pdf.

8. Submitting the Final Application in MT eGrants

Subapplicants must create project subapplications and submit them to their applicant organization. Subapplicants should contact their applicant agency for information specific to their state's application process. Contact information for the SHMOs is provided on the FEMA website at https://www.fema.gov/state-hazard-mitigation-officers. If a subapplicant does not use FEMA's grant application system to submit project subapplications to the applicant, then the applicant must enter the subapplication(s) into MT eGrants on the subapplicant's behalf.

Applicants must review and approve subapplications submitted by their subapplicants.

Applicants must create a PDM grant application and approve the subapplications. The approved project and management costs subapplications may then be submitted and added to the application by the applicant and/or subapplicants.

Applicants will be prompted to submit the standard application information and any program-specific information required as described in Section D.11 of this NOFO, "Content and Form of Application Submission." The Standard Forms (SF) may be accessed in the Forms tab under the SF-424 family on Grants.gov. Applicants should review these forms before applying to ensure they have all the information required.

After submitting the final application, MT eGrants will provide either an error message or a successfully received transmission in the form of an email sent to the user that submitted the application. Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before MT eGrants receives your application.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled "Content and Form of Application Submission" under Section D of this NOFO.

9. Timely Receipt Requirements and Proof of Timely Submission

All applications must be completed in MT eGrants by the application deadline. MT eGrants automatically records proof of timely submission and the system generates an electronic date/time stamp when MT eGrants successfully receives the application. The Applicant who submitted the PDM grant applications prior to the submission deadline will receive a confirmation message, including the assigned PDM application number in FEMA's grant application system (e.g., PDM-01-MA-2017). In addition, once FEMA receives and delegates the PDM grant application to begin the review process, FEMA's grant application system will automatically send an email message to the Point(s) of Contact (POC) identified in the grant application.

Applicants who experience system-related issues will be addressed until 3:00 PM ET on Friday, April 14. No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.

10. Content and Form of Application Submission

a. *Standard Required Application Forms and Information*

The following forms or information are required to be submitted via MT eGrants. The Standard Forms (SF) are also available at https://www.grants.gov/web/grants/forms/sf-424-family.html. Applicants may require their subapplicants to complete and attach the grant application and/or Assurance and Certifications forms to their subapplications in MT eGrants. Subapplicants should contact their applicant agency for information specific to their state/territory/tribe's application process. Contact information for the SHMOs is provided on the FEMA website at https://www.fema.gov/grants/mitigation/state-contacts.

i. GRANTS.GOV

- **SF-424, Application for Federal Assistance**, initial application submitted through Grants.gov
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**, submitted through Grants.gov

II. MT eGRANTS

- **SF-424A, Budget Information (Non-Construction)**, submitted via the forms generated by MT eGrants
    - **For construction under an award, submit SF-424C, Budget Information (Construction)**, submitted via the forms generated by ND Grants, in addition to or instead of SF-424A
- **SF-424B, Standard Assurances (Non-Construction)**, submitted via the forms generated by MT eGrants
    - **For construction under an award, submit SF-424D, Standard Assurances (Construction)**, submitted via the forms generated by MT eGrants, in addition to or instead of SF-424B
- **SF-LLL, Disclosure of Lobbying Activities**, submitted via the forms generated by MT eGrants
- **Indirect Cost Agreement or Proposal**, submitted as an attachment in MT eGrants if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see Section D.13 of this NOFO, "Funding Restrictions and Allowable Costs," for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be available or contact the relevant FEMA staff identified in Section G of this NOFO, "DHS Awarding Agency Contact Information" for further instructions.

Generally, applicants have to submit either the non-construction forms (i.e., SF-424A and SF-424B) or construction forms (i.e., SF-424C and SF-424D), meaning that applicants that only have construction work and do not have any non-construction work need only submit the construction forms (i.e., SF-424C and SF-424D) and not the non-construction forms (i.e., SF-424A and SF-424B), and vice versa. However, applicants who have both construction and non-construction work under this program need to submit both the construction and non-construction forms.

11. Other Submission Requirements

a. Benefit-Cost Analysis (BCA) for Mitigation Projects

Applicants and subapplicants applying for mitigation projects must provide a BCA or other documentation that validates cost-effectiveness. BCA is the method of estimating the future benefits of a project compared to its cost. The end result is a Benefit-Cost Ratio (BCR), which is derived from a project's total of discounted benefits divided by its total discounted project cost. The total benefits and costs must be entered in the Cost-Effectiveness section of the project subapplication, and a FEMA-approved BCA must be attached as documentation, as applicable. Management costs subapplications do not require a BCA. FEMA has created software to ensure that the BCR is calculated in accordance with FEMA's standardized methodologies and OMB Circular A-94. FEMA's BCA Toolkit is available on the FEMA

website at www.fema.gov/benefit-cost-analysis. Version 6.0 or newer are the only versions FEMA will accept as documentation for demonstrating cost-effectiveness. A non-FEMA BCA methodology may only be used if pre-approved by FEMA in writing. For more information, visit the BCA webpage at Benefit-Cost Analysis.

b. Alternative Benefit Cost Analysis

FEMA is introducing an alternative cost-effectiveness methodology that will modify the threshold for mitigation projects to be considered cost-effective under limited conditions. A mitigation project may be considered cost-effective if, when using the seven percent discount rate, the BCR is at least 0.75 or greater, and if at the three percent discount rate the BCR is at least 1.0 or greater, and the mitigation activity benefits disadvantaged communities, addresses climate change impacts, has hard to quantify benefits, and/or is subject to higher costs due to the use of low carbon building materials or compliance with the FFRMS.

Under the alternative methodology, FEMA will consider the project cost effective if all three of the following conditions are met:

1. The BCA generated at the seven percent discount rate must be equal to or greater than a BCR of 0.75.
2. The BCA generated at the three percent discount rate must be equal to or greater than a BCR of 1.0.
3. The mitigation activity meets at least ONE of the following criteria:
    a. The project primarily benefits disadvantaged communities that are marginalized, overburdened, and underserved. To demonstrate this criterion, the project must meet ONE of the following conditions:
        I. Primarily benefits an area at the census tract level with a score of greater than or equal to 0.6 on the Centers for Disease Control and Prevention's (CDC) Social Vulnerability Index (SVI);
        II. Primarily benefits a geographic area within a tribal jurisdiction or Insular Area as defined by 48 U.S.C. § 1469a; OR
        III. Primarily benefits a small impoverished community as defined in 42 U.S.C. § 5133(a)) and section C.4 of this NOFO.

    b. The project addresses a significant impact caused by climate change, such as more intense storms, increases in extreme rainfall, extreme temperatures, drought, prolonged wildfires, extreme flooding, and changes in sea levels. The subapplication should describe how the project will enhance climate adaptation and resilience, detail how the project is being responsive to the effects of climate change (such as sea level rise) and/or other future conditions (population/demographic/land use, etc.), and cite data sources, assumptions, and models.
    c. The project is subject to substantially higher costs due to incorporation of low carbon materials or compliance with the Federal Flood Risk Management Standard. The subapplication should include cost estimates and a narrative description to explain the increased costs.
    d. The project provides significant benefits that are difficult to quantify or cannot be monetized and are not captured in FEMA's BCA toolkit. The subapplication should provide a narrative description of the benefits.

c. National Environmental Policy Act Requirements for Mitigation Projects

The required information is included in the subapplication in MT eGrants. Environmental Planning and Historic Preservation (EHP) Job Aids and Supplements are available on the FEMA website at https://www.fema.gov/grants/guidance-tools/environmental-historic. The required information is included in the subapplication in MT eGrants.

d. Acquisition Project Requirements

In undertaking a larger-scale migration or relocation effort that is intended to move structures out of high-risk areas, the subapplicant should consider how it can protect and sustain the impacted community and its assets. Accordingly, in undertaking a larger-scale migration or relocation effort, subapplicants must demonstrate to FEMA how they will resettle such areas in a way that mitigates future risk from natural hazards and increasing insurance costs resulting from continued occupation of high-risk areas, through mechanisms that can reduce risks and insurance costs, such as new land use development plans, building codes or construction requirements, protective infrastructure development, or restrictions on future disaster assistance to such properties.

Subrecipients must apply deed-restriction language to all acquired properties to ensure that the property is maintained in perpetuity as open space consistent with natural floodplain functions and allowable uses and structures authorized under 44 C.F.R. Part 80, as agreed to by their accepting FEMA mitigation award funding. Deed-restriction language is applied to acquired properties by recording the open space and deed restrictions with the deed for the property. Subrecipients, as well as recipients and FEMA, are responsible for enforcing open space restrictions.

12. Intergovernmental Review

An intergovernmental review may be required. Applicants must contact their state's Single Point of Contact (SPOC) to comply with the state's process under Executive Order 12372 (See https://www.archives.gov/federal-register/codification/executive-order/12372.html; www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf).

13. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. *See* 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards is the same as the period of performance).

In general, the Cost Principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or administrative costs, and set forth allowability principles for selected items of cost. More specifically, except as otherwise stated in this NOFO, the terms and condition of an award, or other program

materials, costs charged to awards covered by this NOFO must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. In order to be allowable, all costs charged to a FEMA award or applied to the cost share must be reasonable in nature and amount and allocable to the particular FEMA award.

Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, requirements in this NOFO as well as with the terms and conditions of the award. If FEMA staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

As part of those requirements, grant recipients and subrecipients may only use federal funds or funds applied to a cost share for the purposes set forth in this NOFO and the terms and conditions of the award, and those costs must be consistent with the statutory authority for the award.

Grant funds may not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity.

a. ***Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services***

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Guidance is available at FEMA Policy #405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Additional guidance is available at Contract Provisions Guide: Navigating Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (fema.gov).

Effective August 13, 2020, FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

- Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

I. REPLACEMENT EQUIPMENT AND SERVICES

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO.

II. DEFINITIONS

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." *See* 2 C.F.R. § 200.471.

b. *Pre-Award Costs*

Pre-award costs directly related to developing the PDM grant application or subapplication that are incurred prior to the date of the grant award are allowed subject to FEMA's approval at time of award. Such costs may have been incurred prior to application submission, for example gathering NEPA data or developing a BCA (see Section D, Application and Submission Information, of this NOFO), preparing design specifications, or conducting workshops or meetings related to development and submission of subapplications. To be eligible for PDM funding, pre-award costs must be identified as separate line items in the cost estimate of the subapplication. Applicants and subapplicants may identify such pre-award costs as their non-federal cost share.

Pre-award costs may be cost shared or Applicants and subapplicants may identify them as their non-federal cost share (see Cost Share or Match subsection in Section C, Eligibility Information, of this NOFO).

Costs associated with implementation of proposed projects in the submitted subapplication that are incurred prior to the date of the grant award are not allowed. Mitigation activities initiated or completed prior to the date of the grant award are not eligible.

Applicants and subapplicants who are not awarded grants or subgrants (awards/subawards) will not receive reimbursement for the corresponding pre-award costs.

c. ***Management and Administration (M&A) Costs***

M&A activities, also referred to as management costs, are those defined as directly relating to the M&A of PDM Grant Program funds, such as financial management and monitoring. Project award amounts may not be used for recipient management costs, as those are provided for separately in the Act. A maximum of up to five percent of the total federal award amount may be used by the recipient for M&A purposes associated with the award. Subrecipients may separately use up to five percent of the project award funds for M&A purposes associated with the award and must include those costs as a separate line item within the project budget.

M&A costs are any indirect costs, any direct administrative costs, and other administrative expenses that are reasonably incurred in administering an award or subaward. Applicant and subapplicant management cost activities directly related to the implementation of the PDM Grant Program, such as subapplication development, geocoding mitigation projects, delivery of technical assistance, or managing awards and staff salary costs, are eligible for PDM funding in accordance with the HMA Guidance, available on the FEMA website at https://www.fema.gov/sites/default/files/2020-07/fy15_HMA_Guidance.pdf.

Applicants may apply for Applicant management costs of up to five percent of the total federal share of their PDM grant application for management of the grant and all selected subgrants. Applicant requests for management costs must be submitted in a separate management costs subgrant application in FEMA's grant application system (see the Content and Form of Application Submission subsection).

Subapplicants may include subapplicant management costs of up to five percent of the total of their planning or project subapplication to manage the proposed activity. Subapplicant management cost activities must be added to the Scope of Work section and reflected in the Cost Estimate section of subgrant applications in FEMA's grant application system.

Management costs are only awarded in conjunction with awarded project, advance assistance or planning subapplications. Applicants and subapplicants who do not receive awards/subawards for any planning, advance assistance or project subapplications will not receive reimbursement for management costs (see the Review and Selection Process subsection in Section E of this NOFO).

d. ***Indirect Facilities & Administrative (F&A) Costs***

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the Grants Management Specialist for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the Grants Management Specialist for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon on the de minimis rate or cost allocation plan, as applicable. All indirect costs are part of management costs and are subject to the 5 percent cap.

E. Application Review Information

1. Application Evaluation Criteria

a. ***Programmatic Criteria***

Applications will be reviewed to ensure completeness, adherence to programmatic guidelines, and cost allowability.

b. ***Financial Integrity Criteria***

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including whether the applicant is suspended or debarred. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

i. Financial stability.
ii. Quality of management systems and ability to meet management standards.
iii. History of performance in managing federal award.
iv. Reports and findings from audits.
v. Ability to effectively implement statutory, regulatory, or other requirements.

c. ***Supplemental Financial Integrity Criteria and Review***

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently $250,000:

i. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity

and performance system accessible through the System for Award Management (SAM), which is currently the Federal Awardee Performance and Integrity Information System (FAPIIS).

ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.

iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

2. Review and Selection Process

FEMA will review subapplications submitted by each applicant to ensure compliance with federal laws and regulation, the HMA Guidance and this NOFO. This includes eligibility of the applicant and subapplicant, eligibility of proposed activities and costs, completeness of the subapplication, cost-effectiveness and engineering feasibility of mitigation projects, eligibility and availability of the non-federal cost share, and alignment with approved State Mitigation Plan and Local and/or Tribal Hazard Mitigation Plan for mitigation projects. **The deadline to respond to any final Request For Information (RFI) is August 1, 2023.** Subapplicants must submit a formal withdrawal letter for any project not advancing in the awarding process. For more detailed information, see Part V, Application Review Information, of the HMA Guidance, available on the FEMA website at https://www.fema.gov/sites/default/files/2020-07/fy15_HMA_Guidance.pdf.

F. Federal Award Administration Information

1. Notice of Award

Before accepting the award, the Authorized Organization Representative (AOR) and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

FEMA will provide the federal award package to the applicant electronically via MT eGrants. **Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. An email notification of the award package will be sent through MT eGrants.**

Notification of award approval is made through the MT eGrants system through an automatic electronic mail to the recipient's authorized official listed in the initial application. The recipient should follow the directions in the notification to confirm acceptance of the award.

Recipients must accept their awards no later than 60 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award or provide a notice of intent to decline through the MT eGrants system. For instructions on how to accept or decline an award in the MT eGrants system, please see the MT eGrants System Applicant Quick Reference Guide, which is available at fema_mt-egrants-system-reference-guide-for-recipients_support_document_March_2018.pdf along with other MT eGrants materials.

Funds will remain on hold until the recipient accepts the award through the MT eGrants system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the 60-day timeframe may result in a loss of funds.

2. Pass-Through Requirements

Awards made to the SAA must be passed through to the entities identified in **Appendix A** of this NOFO.

3. Administrative and National Policy Requirements

In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

a. ***DHS Standard Terms and Conditions***

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: DHS Standard Terms and Conditions.

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

b. ***Ensuring the Protection of Civil Rights***

As the Nation works towards achieving the National Preparedness Goal, it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving federal financial assistance from FEMA.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the DHS Standard Terms and Conditions. Additional information on civil rights provisions is available at https://www.fema.gov/about/offices/equal-rights/civil-rights.

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7.

In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

c. ***Environmental Planning and Historic Preservation (EHP) Compliance***
As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable.

1. For non-critical actions in a 1% annual chance floodplain:
a. Applicants must elevate or floodproof the structures to the 0.2% annual chance flood elevation or an additional 2 feet above the base flood elevation (BFE), whichever is lower.
b. For those areas where the 0.2% annual chance flood elevation has not been established, applicants must elevate or floodproof the structures an additional 2 feet above the BFE.

2. For critical actions in the 1% annual chance floodplain:
a. Applicants must elevate or floodproof the structures to the 0.2% annual chance flood elevation or an additional 3 feet above the BFE, whichever is higher.
b. For those areas where the 0.2% annual chance flood elevation has not been established, applicants must elevate or floodproof the structures an additional 3 feet above the BFE.

3. For critical actions in the 0.2% annual chance floodplain, applicants must elevate or floodproof the structures to the 0.2% annual chance flood elevation or an additional 3 feet above the BFE, whichever is higher.

4. This policy does not affect non-critical actions involving structures that are within the 0.2% annual chance floodplain but outside the 1% annual chance floodplain.

5. If a state, local, tribal, or territorial government, or federal agency has adopted a higher standard applicable to the specific project, FEMA will require the higher standard. See Executive Order (EO) 14030, Climate-Related Financial Risk and FEMA Policy FP-206-21-003-0001 Implementation of the FFRMS for HMA Programs.

Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP compliance review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA in order to determine whether the proposed project has the potential to impact environmental resources or historic properties.

In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP compliance review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on the FEMA.gov EHP page, the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act (NEPA) and other EHP laws, Executive Orders, and regulations. Individual FEMA programs have separate procedures to conduct and document EHP review. Guidance for individual grant programs is available from applicable program offices.

Presidential EOs 11988: Floodplain Management and 11990: Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an 8-step review process if a proposed action is located in, or has the potential to affect or be affected by, a floodplain or wetland.

The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

Through this NOFO, FEMA is giving notice of projects that may be funded under the Pre-Disaster Mitigation Grant program, consistent with the requirements of Section 9.8. The public is invited to participate in the process of identifying alternatives to locating a proposed project in the floodplain or wetland and analyzing the impacts of the alternatives on the floodplain or wetland. Comments may be provided by emailing FEMA-OEHP-NOFOQuestions@fema.dhs.gov within 15 days of its issuance. While analyzing alternatives, FEMA may determine there are no practicable alternatives to carrying out the proposed work within the floodplain or wetland. Relocating facilities may not be practicable and may further adversely impact affected communities socially and economically.

In addition, no alternative actions may be practicable that serve the same purpose and have less potential to affect or be affected by the floodplain. The No Action alternative may not be appropriate, as it would fail to meet the purpose and need of the community. In the course of developing project proposals, subsequent public notices may be published, if necessary, as more specific information becomes available.

d. Construction Project Requirements

Acceptance of federal funding requires FEMA, the recipient, and any subrecipients to comply with all federal, state, and local laws and regulations prior to the start of any construction activity. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. Also:

a. Any change to the approved scope of work will require re-evaluation by FEMA for recipient and subrecipient compliance with the NEPA and other laws, regulations and executive orders.
b. If ground-disturbing activities occur during construction, the recipient and any subrecipients must ensure monitoring of ground disturbance, and if any potential archaeological resources are discovered, the subrecipient will immediately cease construction in that area and notify the recipient and FEMA.
c. In compliance with 42 U.S.C. 4012a(a), when financial assistance is approved for acquisition or construction purposes within the Special Flood Hazard Area (SFHA), flood insurance shall be maintained for the life of the property regardless of transfer of ownership for any properties.

4. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent.

a. *Financial Reporting Requirements*

I. FEDERAL FINANCIAL REPORT (FFR)

Recipients must report obligations and expenditures through the FFR form (SF-425) to FEMA.

Recipients may review the Federal Financial Reporting Form (FFR) (SF-425) at https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1.

Recipients must file the FFR electronically using the Payment and Reporting Systems (PARS).

II. FFR REPORTING PERIODS AND DUE DATES

An FFR must be submitted quarterly throughout the POP, including partial calendar quarters, as well as in periods where no grant award activity occurs. The final FFR is due within 120 calendar days after the end of the POP. Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.

Except for the final FFR due at 120 days after the end of the POP for purposes of closeout, the following reporting periods and due dates apply for the FFR:

Reporting Period	Report Due Date
October 1 – December 31	January 30
January 1 – March 31	April 30
April 1 – June 30	July 30
July 1 – September 30	October 30

b. ***Programmatic Performance Reporting Requirements***

I. PERFORMANCE PROGRESS REPORT (PPR)

In addition to the FFR reports, Recipients must report on the progress of the grant on a quarterly basis to DHS/FEMA using the Quarterly Performance Report in MT eGrants. The Quarterly Performance Reports must be submitted electronically in FEMA's grant application system quarterly throughout the period of performance, including partial calendar quarters, as well as for periods where no grant award activity occurs. Reports are due within 30 days from the end of the first federal quarter following the initial grant award and thereafter until the grant ends.

c. ***Closeout Reporting Requirements***

I. CLOSEOUT REPORTING

Within 120 calendar days after the end of the period of performance for the prime award or after an amendment has been issued to close out an award before the original POP ends, recipients must liquidate all financial obligations and must submit the following:

i. The final request for payment, if applicable.
ii. The final FFR (SF-425).
iii. The final progress report detailing all accomplishments, including a narrative summary of the impact of those accomplishments throughout the period of performance.
iv. Other documents required by this NOFO, terms and conditions of the award, or other FEMA guidance.

In addition, pass-through entities are responsible for closing out their subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 90 calendar days of the period of performance end date. When a subrecipient completes all closeout requirements, pass-through entities must promptly complete all closeout actions for subawards in time for the recipient to submit all necessary documentation and information to FEMA during the closeout of the prime award.

After the prime award closeout reports have been reviewed and approved by FEMA, a closeout notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for at least three years from the date of the final FFR. The record retention period may be longer, such as due to an audit or litigation, for equipment or real property used beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.334.

The recipient is responsible for refunding to FEMA any balances of unobligated cash that FEMA paid that are not authorized to be retained per 2 C.F.R. § 200.344(d).

II. ADMINISTRATIVE CLOSEOUT

Administrative closeout is a mechanism for FEMA to unilaterally move forward with closeout of an award using available award information in lieu of final reports from the recipient per 2 C.F.R. § 200.344(h)-(i). It is a last resort available to FEMA, and if FEMA

needs to administratively close an award, this may negatively impact a recipient's ability to obtain future funding. This mechanism can also require FEMA to make cash or cost adjustments and ineligible cost determinations based on the information it has, which may result in identifying a debt owed to FEMA by the recipient.

When a recipient is not responsive to FEMA's reasonable efforts to collect required reports needed to complete the standard closeout process, FEMA is required under 2 C.F.R. § 200.344(h) to start the administrative closeout process within the regulatory timeframe. FEMA will make at least three written attempts to collect required reports before initiating administrative closeout. If the recipient does not submit all required reports in accordance with 2 C.F.R. § 200.344, this NOFO, and the terms and conditions of the award, FEMA must proceed to administratively close the award with the information available within one year of the period of performance end date. Additionally, if the recipient does not submit all required reports within one year of the period of performance end date, per 2 C.F.R. § 200.344(i), FEMA must report in FAPIIS the recipient's material failure to comply with the terms and conditions of the award.

If FEMA administratively closes an award where no final FFR has been submitted, FEMA uses that administrative closeout date in lieu of the final FFR submission date as the start of the record retention period under 2 C.F.R. § 200.334.

In addition, if an award is administratively closed, FEMA may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

d. ***Additional Reporting Requirements***

i. Disclosing Information per 2 C.F.R. § 180.335

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient enters into a grant award with FEMA, the recipient must notify FEMA if it knows if it or any of the recipient's principals under the award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

i. Are presently excluded or disqualified;
ii. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or any of the recipient's principals for one of those offenses within that time period;
iii. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
iv. Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

At any time after accepting the award, if the recipient learns that it or any of its principals falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the recipient must provide immediate written notice to FEMA in accordance with 2 C.F.R. § 180.350.

ii. Reporting of Matters Related to Recipient Integrity and Performance

Per 2 C.F.R. Part 200, Appendix I § F.3, the additional post-award reporting requirements in 2 C.F.R. Part 200, Appendix XII may apply to applicants who, if upon becoming recipients, have a total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies that exceeds $10,000,000 for any period of time during the period of performance of an award under this funding opportunity.

Recipients that meet these criteria must maintain current information reported in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII at the reporting frequency described in paragraph 4 of Appendix XII.

III. Single Audit Report

For audits of fiscal years beginning on or after December 26, 2014, recipients that expend $750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report, also known as the single audit report.

The audit must be performed in accordance with the requirements of U.S. Government Accountability Office's (GAO) Government Auditing Standards, located at https://www.gao.gov/yellowbook/overview, and the requirements of Subpart F of 2 C.F.R. Part 200, located at http://www.ecfr.gov/cgi-bin/text-idx?node=sp2.1.200.f.

5. Monitoring and Oversight

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the award.

Effective monitoring and oversight help FEMA ensure that recipients use grant funds for their intended purpose(s); verify that projects undertaken are consistent with approved plans; and ensure that recipients make adequate progress toward stated goals and objectives. Additionally, monitoring serves as the primary mechanism to ensure that recipients comply with applicable laws, rules, regulations, program guidance, and requirements. FEMA regularly monitors all grant programs both financially and programmatically in accordance with federal laws, regulations (including 2 C.F.R. Part 200), program guidance, and the terms and conditions of the award. All monitoring efforts ultimately serve to evaluate progress towards grant goals and proactively target and address issues that may threaten grant success during the period of performance.

FEMA staff will periodically monitor recipients to ensure that administrative processes, policies and procedures, budgets, and other related award criteria are meeting Federal Government-wide and FEMA regulations. Aside from reviewing quarterly financial and programmatic reports, FEMA may also conduct enhanced monitoring through either desk-

based reviews, onsite monitoring visits, or both. Enhanced monitoring will involve the review and analysis of the financial compliance and administrative processes, policies, activities, and other attributes of each federal assistance award, and it will identify areas where the recipient may need technical assistance, corrective actions, or other support.

Financial and programmatic monitoring are complementary processes within FEMA's overarching monitoring strategy that function together to ensure effective grants management, accountability, and transparency; validate progress against grant and program goals; and safeguard federal funds against fraud, waste, and abuse. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements, while programmatic monitoring seeks to validate and assist in grant progress, targeting issues that may be hindering achievement of project goals and ensuring compliance with the purpose of the grant and grant program. Both monitoring processes are similar in that they feature initial reviews of all open awards, and additional, in-depth monitoring of grants requiring additional attention.

Recipients and subrecipients who are pass-through entities are responsible for monitoring their subrecipients in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

In terms of overall award management, recipient and subrecipient responsibilities include, but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, or other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

Cost overruns are not allowed in excess of the CDS amount for the specific project.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. *Program Office Contact*

General questions about the PDM Grant Program can be directed to the appropriate FEMA Regional Office or SHMO. Contact information for FEMA Regional Offices is provided at Contact Us | FEMA.gov. Contact information for the SHMOs is provided at https://www.fema.gov/grants/mitigation/state-contacts.

For questions about FY23 PDM, contact the HMA Helpline by telephone at 1-866-222-3580 or email FEMA-ASK-PDM@fema.dhs.gov.

For questions about cost-effectiveness and FEMA's BCA software, contact the BC Helpline by telephone 1-855-540-6744 or email BCHelpline@fema.dhs.gov.

The Feasibility and Effectiveness Helpline is available for guidance on FEMA Building Science publications by email FEMA-BuildingScienceHelp@fema.dhs.gov.

For questions about NEPA or EHP requirements, the EHP Helpline is available by telephone 1-866-222-3580 or email fema-ehphelpline@fema.dhs.gov.

Resources intended to help applicants and subapplicants prepare planning subapplications are available on FEMA's webpage at Hazard Mitigation Planning as well as Tribal Mitigation Planning and HMA Grant Application Development (2021) and Considerations for Local Mitigation Planning Grant Subapplication.

FEMA publications that specify the documentation and information necessary for FEMA to review project applications for feasibility and effectiveness, cost-effectiveness, and potential impacts on environmental and cultural resources are available on the FEMA website at https://www.fema.gov/grants/guidance-tools.

b. ***FEMA Regional Offices***

FEMA Regional Offices manage, administer, and conduct the application budget review, create the award package, approve, amend, and close out awards, as well a as conducting cash analysis, financial and programmatic monitoring, and audit resolution for PDM. The Regions will provide technical assistance to PDM recipients.

FEMA Regional Office contact information is available at https://www.fema.gov/fema-regional-contacts.

c. ***Equal Rights***

The FEMA Office of Equal Rights (OER) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to FEMA-CivilRightsOffice@fema.dhs.gov.

d. ***Environmental Planning and Historic Preservation***

The FEMA Office of Environmental Planning and Historic Preservation (OEHP) provides guidance and information about the EHP review process to FEMA programs and FEMA's recipients and subrecipients. All inquiries and communications about EHP compliance for FEMA grant projects under this NOFO or the EHP review process should be sent to FEMA-OEHP-NOFOQuestions@fema.dhs.gov.

2. Systems Information

a. ***Payment and Reporting System (PARS)***

FEMA uses the Payment and Reporting System (PARS) for financial reporting, invoicing, and tracking payments. FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. If you have questions about the online system, please call the Customer Service Center at (866) 927-5646 or email ask-GMD@fema.dhs.gov.

b. Mitigation eGrants (MT eGrants)
For technical assistance with the MT eGrants, please contact the Mitigation eGrants Helpdesk at mtegrants@fema.dhs.gov.

Information, training, and resources on MT eGrants are available on the FEMA website at https://www.fema.gov/grants/mitigation/mitigation-egrants-system-resources. Frequently asked question can be found at https://www.fema.gov/sites/default/files/2020-08/fema_mt-egrants-frequently-asked-questions_support_document_March_2018.pdf.

H. Additional Information

1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

a. *Noncompliance*
If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance in this NOFO.

b. *With the Consent of the Recipient*
FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. *Notification by the Recipient*
The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

2. Program Evaluation

Recipients and subrecipients are encouraged to incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting an agency priority goal(s). Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115-435 (2019) urges federal awarding agencies and federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency." Evidence Act § 101 (codified at 5 U.S.C. § 311). Evaluation costs are allowable costs (either as direct or indirect), unless prohibited by statute or regulation.

In addition, recipients are required to participate in a DHS-led evaluation if selected, which may be carried out by a third-party on behalf of the Program Office or DHS. By accepting grant funds, recipients agree to participate in the evaluation, which may include analysis of individuals who benefit from the grant, and provide access to program operating personnel and participants, as specified by the evaluator(s) during the award.

3. Period of Performance Extensions

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests to the recipient's FEMA Program Analyst and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the FEMA Program Analyst as needed when preparing an extension request.

All extension requests must address the following:

a. The grant program, fiscal year, and award number;
b. Reason for the delay, including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;
c. Current status of the activity(ies);
d. Approved POP termination date and new project completion date;
e. Amount of funds drawn down to date;
f. Remaining available funds, both federal and, if applicable, non-federal;
g. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
h. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
i. Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work, as described in the IJ and as approved by FEMA.

Extension requests will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

- Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing POP;
- The project must undergo a complex environmental review that cannot be completed within the existing POP;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Recipients should submit all proposed extension requests to FEMA for review and approval at least 60 days prior to the end of the POP to allow sufficient processing time. **Based on sufficiency of justification, the FEMA Regional Administrator can issue extensions of the POP not to exceed May 31, 2028.**

No additional federal funds will be awarded as part of period of performance extensions.

4. **Disability Integration**

Pursuant to Section 504 of the Rehabilitation Act of 1973, recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against other qualified individuals with disabilities.

Grant recipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, recipients are encouraged to consider the needs of individuals with disabilities into the activities and projects funded by the grant.

FEMA expects that the integration of the needs of people with disabilities will occur at all levels, including planning; alerting, notification, and public outreach; training; purchasing of equipment and supplies; protective action implementation; and exercises/drills.

The following are examples that demonstrate the integration of the needs of people with disabilities in carrying out FEMA awards:

- Include representatives of organizations that work with/for people with disabilities on planning committees, work groups and other bodies engaged in development and implementation of the grant programs and activities.
- Hold all activities related to the grant in locations that are accessible to persons with physical disabilities to the extent practicable.
- Acquire language translation services, including American Sign Language, that provide public information across the community and in shelters.
- Ensure shelter-specific grant funds are in alignment with FEMA's Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters.
- If making alterations to an existing building to a primary function area utilizing federal funds, complying with the most recent codes and standards and making path of travel to the primary function area accessible to the greatest extent possible.

- Implement specific procedures used by public transportation agencies that include evacuation and passenger communication plans and measures for individuals with disabilities.
- Identify, create, and deliver training to address any training gaps specifically aimed toward whole-community preparedness. Include and interact with individuals with disabilities, aligning with the designated program capability.
- Establish best practices in inclusive planning and preparedness that consider physical access, language access, and information access. Examples of effective communication access include providing auxiliary aids and services such as sign language interpreters, Computer Aided Real-time Translation (CART), and materials in Braille or alternate formats.

FEMA grant recipients can fund projects towards the resiliency of the whole community, including people with disabilities, such as training, outreach and safety campaigns, provided that the project aligns with this NOFO and the terms and conditions of the award.

5. Conflicts of Interest in the Administration of Federal Awards or Subawards

For conflicts of interest under grant-funded procurements and contracts, refer to the section on Procurement Integrity in this NOFO and 2 C.F.R. §§ 200.317 – 200.327.

To eliminate and reduce the impact of conflicts of interest in the subaward process, recipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Recipients and pass-through entities are also required to follow any applicable federal and state, local, tribal, or territorial (SLTT) statutes or regulations governing conflicts of interest in the making of subawards.

The recipient or pass-through entity must disclose to the respective Program Analyst or Program Manager, in writing, any real or potential conflict of interest that may arise during the administration of the federal award, as defined by the federal or SLTT statutes or regulations or their own existing policies, within five days of learning of the conflict of interest. Similarly, subrecipients, whether acting as subrecipients or as pass-through entities, must disclose any real or potential conflict of interest to the recipient or next-level pass-through entity as required by the recipient or pass-through entity's conflict of interest policies, or any applicable federal or SLTT statutes or regulations.

Conflicts of interest may arise during the process of FEMA making a federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or FEMA employees.

6. Procurement Integrity

Through audits conducted by the DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements at 2 C.F.R. §§ 200.317 – 200.327 when spending grant funds. Anything less than full compliance with federal procurement requirements jeopardizes

the integrity of the grant as well as the grant program. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331. For detailed guidance on the federal procurement standards, recipients and subrecipients should refer to various materials issued by FEMA's Procurement Disaster Assistance Team (PDAT), such as the PDAT Field Manual and Contract Provisions Guide. Additional resources, including an upcoming trainings schedule can be found on the PDAT Website: https://www.fema.gov/grants/procurement.

The below highlights the federal procurement requirements for FEMA recipients when procuring goods and services with federal grant funds. FEMA will include a review of recipients' procurement practices as part of the normal monitoring activities. **All procurement activity must be conducted in accordance with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327.** Select requirements under these standards are listed below. The recipient and any of its subrecipients must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, 200.322 regarding domestic preferences for procurements, 200.323 regarding procurement of recovered materials, and 2 C.F.R. § 200.327 regarding required contract provisions.

All other non-federal entities, such as tribes (collectively, non-state entities), must have and use their own documented procurement procedures that reflect applicable SLTT laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to, providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319 and the required procurement methods at § 200.320.

a. ***Important Changes to Procurement Standards in 2 C.F.R. Part 200***

OMB recently updated various parts of Title 2 of the Code of Federal Regulations, among them, the procurement standards. States are now required to follow the socioeconomic steps in soliciting small and minority businesses, women's business enterprises, and labor surplus area firms per 2 C.F.R. § 200.321. All non-federal entities should also, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States per 2 C.F.R. § 200.322. More information on OMB's revisions to the federal procurement standards can be found in Purchasing Under a FEMA Award: OMB Revisions Fact Sheet.

The recognized procurement methods in 2 C.F.R. § 200.320 have been reorganized into informal procurement methods, which include micro-purchases and small purchases; formal procurement methods, which include sealed bidding and competitive proposals; and noncompetitive procurements. The federal micro-purchase threshold is currently $10,000, and non-state entities may use a lower threshold when using micro-purchase procedures under a FEMA award. If a non-state entity wants to use a micro-purchase threshold higher

than the federal threshold, it must follow the requirements of 2 C.F.R. § 200.320(a)(1)(iii)-(v). The federal simplified acquisition threshold is currently $250,000, and a non-state entity may use a lower threshold but may not exceed the federal threshold when using small purchase procedures under a FEMA award. *See* 2 C.F.R. § 200.1 (citing the definition of simplified acquisition threshold from 48 C.F.R. Part 2, Subpart 2.1).

See 2 C.F.R. §§ 200.216, 200.471, and Appendix II as well as section D.13.a of the NOFO regarding prohibitions on covered telecommunications equipment or services.

b. ***Competition and Conflicts of Interest***

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a non-federal entity develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the non-federal entity solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees.

Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), non-federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed SLTT geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering

services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Under 2 C.F.R. § 200.318(c)(1), non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

Under 2 C.F.R. 200.318(c)(2), if the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local, tribal, or territorial government, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

c. ***Supply Schedules and Purchasing Programs***

Generally, a non-federal entity may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

I. **GENERAL SERVICES ADMINISTRATION SCHEDULES**

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing.

Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found at https://www.gsa.gov/resources-for/programs-for-

State-and-local-governments and https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/schedule-buyers/state-and-local-governments.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women's business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

II. OTHER SUPPLY SCHEDULES AND PROGRAMS

For non-federal entities other than states, such as tribes, local governments, and nonprofits, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;
- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;
- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
- The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.327; and
- With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its FEMA Program Analyst.

d. ***Procurement Documentation***

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.
- Additional information on required procurement records can be found on pages 24-26 of the PDAT Field Manual.

7. Financial Assistance Programs for Infrastructure

a. ***Build America, Buy America Act***

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov. Additional information is found in Buy America Preference in FEMA Financial Assistance Programs for Infrastructure, FEMA Interim Policy #207-22-0001.

b. ***Waivers***

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

- Applying the domestic content procurement preference would be inconsistent with the public interest.
- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality.
- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

For FEMA awards, the process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

c. ***Definitions***

Construction materials: an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, paint, and drywall.

Domestic content procurement preference: Means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

Federal financial assistance: Generally defined in 2 C.F.R. § 200.1 and includes all expenditures by a federal agency to a non-federal entity for an infrastructure project, except that it does not include expenditures for assistance authorities relating to major disasters or emergencies under sections 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act relating to a major disaster or emergency declared under section 401 or 501, respectively, or pre and post disaster or emergency response expenditures.

Infrastructure: infrastructure projects which serve a public function, including at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy.

Produced in the United States means the following for:

- Iron and steel: All manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

- Manufactured products: The product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- Construction Materials: All manufacturing processes for the construction material occurred in the United States.

Project: is any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States.

8. Record Retention

a. ***Record Retention Period***

Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award generally must be maintained for at least three years from the date the final FFR is submitted. *See* 2 C.F.R. § 200.334. Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases. These include:

- Records for real property and equipment acquired with federal funds must be retained for **three years after final disposition of the property**. *See* 2 C.F.R. § 200.334(c).
- If any litigation, claim, or audit is started before the expiration of the three-year period, the records **must be retained until** all litigation, claims, or audit findings involving the records **have been resolved and final action taken**. *See* 2 C.F.R. § 200.334(a).
- The **record retention period will be extended if the non-federal entity is notified in writing** of the extension by FEMA, the cognizant or oversight agency for audit, or the cognizant agency for indirect costs, or pass-through entity. *See* 2 C.F.R. § 200.334(b).
- Where FEMA requires recipients to report program income after the period of performance ends, the **program income record retention period begins at the end of the recipient's fiscal year in which program income is earned**. *See* 2 C.F.R. § 200.334(e).
- For indirect cost rate computations and proposals, cost allocation plans, or any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates), the start of the record retention period depends on whether the indirect cost rate documents were submitted for negotiation. If the **indirect cost rate documents were submitted for negotiation, the record retention period begins from the date those documents were submitted** for negotiation. If indirect cost rate documents were **not submitted for negotiation, the record retention period begins at the end of the recipient's fiscal year or other accounting period covered by that indirect cost rate**. *See* 2 C.F.R. § 200.334(f).

b. ***Types of Records to Retain***

FEMA requires that non-federal entities maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Cancelled checks

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. *See, e.g.*, 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Non-federal entities who fail to fully document all purchases may find their expenditures questioned and subsequently disallowed.

9. Actions to Address Noncompliance

Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339, FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19.

In the event the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA might take other remedies allowed under 2 C.F.R. § 200.339. These remedies include actions to disallow costs, recover funds, wholly or partly suspend or terminate the award, initiate suspension and debarment proceedings, withhold further federal awards, or take other remedies that may be legally available. For further information on termination due to noncompliance, see the section on Termination Provisions in the NOFO.

FEMA may discover and take action on noncompliance even after an award has been closed. The closeout of an award does not affect FEMA's right to disallow costs and recover funds as long the action to disallow costs takes place during the record retention period. *See* 2 C.F.R. §§ 200.334, 200.345(a). Closeout also does not affect the obligation of the non-federal entity to return any funds due as a result of later refunds, corrections, or other transactions. 2 C.F.R. § 200.345(a)(2).

The types of funds FEMA might attempt to recover include, but are not limited to, improper payments, cost share reimbursements, program income, interest earned on advance payments, or equipment disposition amounts.

FEMA may seek to recover disallowed costs through a Notice of Potential Debt Letter, a Remedy Notification, or other letter. The document will describe the potential amount owed, the reason why FEMA is recovering the funds, the recipient's appeal rights, how the amount can be paid, and the consequences for not appealing or paying the amount by the deadline.

If the recipient neither appeals nor pays the amount by the deadline, the amount owed will become final. Potential consequences if the debt is not paid in full or otherwise resolved by the deadline include the assessment of interest, administrative fees, and penalty charges; administratively offsetting the debt against other payable federal funds; and transferring the debt to the U.S. Department of the Treasury for collection.

FEMA notes the following common areas of noncompliance for FEMA's grant programs:

- Insufficient documentation and lack of record retention.
- Failure to follow the procurement under grants requirements.
- Failure to submit closeout documents in a timely manner.
- Failure to follow EHP requirements.
- Failure to comply with the POP deadline.

10. Audits

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award. Recipients and subrecipients must retain award documents for at least three years from the date the final FFR is submitted, and even longer in many cases subject to the requirements of 2 C.F.R. § 200.334. In the case of administrative closeout, documents must be retained for at least three years from the date of closeout, or longer subject to the requirements of 2 C.F.R. § 200.334. If documents are retained longer than the required retention period, the DHS OIG, the GAO, and the pass-through entity, as well as FEMA in its oversight capacity, have the right to access these records as well. *See* 2 C.F.R. §§ 200.334, 200.337.

Additionally, non-federal entities must comply with the single audit requirements at 2 C.F.R. Part 200, Subpart F. Specifically, non-federal entities, other than for-profit subrecipients, that expend $750,000 or more in federal awards during their fiscal year must have a single or

program-specific audit conducted for that year in accordance with Subpart F. 2 C.F.R. § 200.501. A single audit covers all federal funds expended during a fiscal year, not just FEMA funds. The cost of audit services may be allowable per 2 C.F.R. § 200.425, but non-federal entities must select auditors in accordance with 2 C.F.R. § 200.509, including following the proper procurement procedures. For additional information on single audit reporting requirements, see section F of this NOFO under the header "Single Audit Report" within the subsection "Additional Reporting Requirements."

The objectives of single audits are to:

- Determine if financial statements conform to generally accepted accounting principles (GAAP);
- Determine whether the schedule of expenditures of federal awards is presented fairly;
- Understand, assess, and test the adequacy of internal controls for compliance with major programs; and
- Determine if the entity complied with applicable laws, regulations, and contracts or grants.

For single audits, the auditee is required to prepare financial statements reflecting its financial position, a schedule of federal award expenditures, and a summary of the status of prior audit findings and questioned costs. The auditee also is required to follow up and take appropriate corrective actions on new and previously issued but not yet addressed audit findings. The auditee must prepare a corrective action plan to address the new audit findings. 2 C.F.R. §§ 200.508, 200.510, 200.511.

Non-federal entities must have an audit conducted, either single or program-specific, of their financial statements and federal expenditures annually or biennially pursuant to 2 C.F.R. § 200.504. Non-federal entities must also follow the information submission requirements of 2 C.F.R. § 200.512, including submitting the audit information to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The audit information to be submitted include the data collection form described at 2 C.F.R. § 200.512(c) and Appendix X to 2 C.F.R. Part 200 as well as the reporting package described at 2 C.F.R. § 200.512(b).

The non-federal entity must retain one copy of the data collection form and one copy of the reporting package for three years from the date of submission to the Federal Audit Clearinghouse. 2 C.F.R. § 200.512; *see also* 2 C.F.R. § 200.517 (setting requirements for retention of documents by the auditor and access to audit records in the auditor's possession).

FEMA, the DHS OIG, the GAO, and the pass-through entity (if applicable), as part of monitoring or as part of an audit, may review a non-federal entity's compliance with the single audit requirements. In cases of continued inability or unwillingness to have an audit conducted in compliance with 2 C.F.R. Part 200, Subpart F, FEMA and the pass-through entity, if applicable, are required to take appropriate remedial action under 2 C.F.R. § 200.339 for noncompliance, pursuant to 2 C.F.R. § 200.505.

11. Payment Information

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients.

FEMA utilizes the Payment and Reporting System (PARS) for financial reporting, invoicing and tracking payments. For additional information, refer to https://isource.fema.gov/sf269/execute/LogIn?sawContentMessage=true.

12. Extraordinary Circumstances

Applicants and subapplicants must have an approved hazard mitigation plan at the time of application submission and at the time of the award; hazard mitigation plans pending adoption are not sufficient. For subawards, FEMA may grant an exception to this requirement through extraordinary circumstances when justification is provided and with concurrence from FEMA Headquarters (Hazard Mitigation Assistance and National Mitigation Planning Program) prior to granting an exception. If this exception is granted, a local or Tribal Mitigation Plan must be approved by FEMA within 12 months of the award of the project subaward to that community. Extraordinary circumstances exist when a determination is made by the applicant and FEMA that the proposed project is consistent with the priorities and strategies identified in the State or Tribal (Standard or Enhanced) Mitigation Plan and that the jurisdiction meets at least one of the criteria below.

- The jurisdiction meets the small impoverished community criteria per section C.4 of this NOFO.
- The jurisdiction has been determined to have had insufficient capacity due to lack of available funding, staffing, or other necessary expertise to satisfy the mitigation planning requirement prior to the current disaster or application deadline.
- The jurisdiction has been determined to have been at low risk from hazards because of low frequency of occurrence or minimal damage from previous occurrences as a result of sparse development.
- The jurisdiction experienced significant disruption from a declared disaster or another event that impacts its ability to complete the mitigation planning process prior to award or final approval of a project award.
- The jurisdiction does not have a mitigation plan for reasons beyond the control of the state, federally recognized tribe, or local community, such as Disaster Relief Fund restrictions that delay FEMA from granting a subaward prior to the expiration of the local or Tribal Mitigation Plan.

For PDM, the applicant must provide written justification that identifies the specific criteria from above or circumstance, explains why there is no longer an impediment to satisfying the mitigation planning requirement, and identifies the specific actions or circumstances that eliminated the deficiency. When a PDM project funding is awarded under extraordinary circumstances, the recipient shall acknowledge in writing to the Regional Administrator that a plan will be completed within 12 months of the subaward. The recipient must provide a work plan for completing the local or Tribal Mitigation Plan, including milestones and a timetable, to ensure that the jurisdiction will complete the plan in the required time. This requirement shall be incorporated into the award (both the planning and project subaward agreements, if a planning subaward is also awarded).

Appendix A – FY 2023 PDM Grant Program Project List

State/ Tribe	Subrecipient	Project	Amount
Native Village of Ouzinkie	Native Village of Ouzinkie	Emergency Response Shelter and Equipment Staging Complex	$2,000,000.00
AK	City of Dillingham	Snag Point Erosion Mitigation	$5,016,000.00
AL	Alabama Emergency Management Agency	Hale County Storm Shelters	$511,601.00
AZ	City of Flagstaff	Museum Post-Fire Flood Mitigation, Property Acquisitions	$1,482,900.00
CA	City of Belmont	Cities of Belmont and San Bruno Wildfire Prevention Project	$494,300.00
CA	City of Foster City	Levee Protection Planning and Improvements Project (CIP 301–657)	$988,600.00
CA	City of Norwalk	Emergency Generators for Community Resiliency	$976,962.00
CA	City of Sacramento	Pannell Community Center Resilience Hub	$1,977,200.00
CA	City of Thousand Oaks	Microgrid Installation for the Municipal Service Center	$1,853,625.00
CA	County of Santa Barbara	San Marcos Road Stabilization Project	$1,384,040.00
CA	Diablo Water District	Water Reservoir Seismic Retrofit	$1,482,900.00
CA	Midpeninsula Regional Open Space District	Midpeninsula Open Space Wildland Fire Resiliency Project	$741,450.00
CA	San Mateo County	Filoli Wildfire Mitigation Project	$494,300.00
CA	East Bay Regional Park District	East Bay Regional Park District Wildfire Mitigation, and Safe, Resilient Forests and Communities	$1,500,000.00

State/ Tribe	Subrecipient	Project	Amount
CA	City of Rancho Palos Verdes	Rancho Palos Verdes Portuguese Bend Landslide Remediation	$2,000,000.00
CO	Town of Estes Park	Town of Estes Park Wildfire Mitigation	$785,937.00
CT	Town of Stratford	Flood Protection Measures for Stratford Water Pollution Control Facility	$4,135,622.00
CT	City of Bridgeport	Community Flooding Scoping in Bridgeport	$742,000.00
CT	City of Hartford	Hartford Closure Structure #1 Rehabilitation	$1,025,000.00
FL	City of Bonita Springs	City of Bonita Springs Water Acquisition	$5,000,000.00
FL	City of Tampa	Bermuda Boulevard Seawall Improvements	$2,965,800.00
HI	City and County of Honolulu	Hardening of Fire Station Doors	$2,001,915.00
IA	City of Davenport	Flood Mitigation at River Drive and Marquette Street	$1,265,625.00
IA	The City of Cedar Rapids	5th Avenue Gatewell and Pump Station Flood Mitigation Project	$1,725,000.00
IL	City of Chicago	Chicago Shoreline Morgan Shoal Project	$200,000.00
IL	City of Palos Hills	Roberts Road Drainage Improvements	$3,558,960.00
IL	City of Prospect Heights	River Trails Stormwater Project	$2,417,127.00
IL	Village of Flossmoor	Flossmoor Road Viaduct Drainage Improvements	$200,000.00
IL	City of East St. Louis	Metro East Horseshoe Lake Flooding and Restoration Project	$500,000.00
IL	Village of Hampshire	Park and Rinn Flood Mitigation Project	$518,000.00

State/ Tribe	Subrecipient	Project	Amount
IL	City of Rock Island	Rock Island Mississippi River Levee Pump Stations	$500,000.00
KS	Kansas City Board of Public Utilities	Nearman Water Treatment Plant Emergency Electric Backup Generator	$3,707,250.00
KY	City of Burgin	Burgin Pre-Disaster Mitigation Project	$562,500.00
KY	City of Lebanon Junction	Lebanon Junction Pre-Disaster Mitigation Project	$675,000.00
LA	City of West Monroe	West Monroe Stormwater Mitigation Project	$2,400,000.00
MA	City of Malden	Malden River Works Project	$1,334,610.00
MA	City of Revere	Riverside Climate Resiliency Project	$1,977,200.00
MA	City of Woburn	Hurld Park Construction	$2,916,370.00
MA	Town of Hopedale	Feasibility Study to Dredge Hopedale Pond and Daylight the Mill River for Community Resilience and Water Quality Improvements	$444,870.00
MA	Town of Hull	Nantasket Ave Seawall Replacement	$4,943,000.00
MA	Town of North Attleborough, Massachusetts	Ten-Mile River Dredging	$1,482,900.00
MA	Town of Weymouth	Wessagusset Beach Project	$4,906,059.00
MD	Baltimore County Executive's Office	Pre-Disaster Mitigation in Turner Station	$1,482,900.00
MD	City of Annapolis	City Dock Resilience and Revitalization Project	$3,460,100.00

State/ Tribe	Subrecipient	Project	Amount
ME	City of Westbrook	City of Westbrook—Presumpscot River Corridor: Landslide Vulnerability Assessment (Windham to Portland)	$996,000.00
ME	Town of Wiscasset	Town of Wiscasset—Old Ferry Road Stream Crossing Improvement	$1,312,000.00
MI	City of New Baltimore	Base Street Bridge Rehabilitation	$750,000.00
MI	Tip of the Mitt Watershed Council	Emmet County Flood Mitigation and Drainage Improvement Project	$556,000.00
MI	Wayne County	Rehabilitation and Upgrade of Pump Station 182	$741,450.00
MI	Macomb County	Macomb County-North Branch of the Clinton River Floodplain Acquisition	$1,000,000.00
MN	City of Newport	City of Newport—Mississippi Flood/ Storm Mitigation	$350,000.00
MN	Oslo Region Joint Powers Board	Oslo Region Joint Powers Board— Oslo Region Flood Mitigation FEMA	$2,350,000.00
NC	City of Wilson	Hominy Water Quality Park and Greenway	$7,043,775.00
NH	City of Portsmouth Department of Public Works	Peirce Island Road Resiliency Project	$724,000.00
NJ	Borough of Atlantic Highlands	Atlantic Highlands Municipal Harbor Bulkhead Repairs	$2,113,133.00
NJ	City of North Wildwood	North Wildwood Sea Wall	$10,000,000.00
NJ	County of Middlesex	Southern Middlesex County Flood Mitigation and Resilience Project	$1,112,175.00

State/ Tribe	Subrecipient	Project	Amount
NJ	Township of Hillsborough	Green Hills Development Swale Improvements	$320,482.00
NJ	County of Bergen	Jackson Avenue/Riverside Avenue Drainage Improvements	$250,000.00
NJ	Montgomery Township	Land Acquisition for Open Space	$1,212,000.00
NM	Doña Ana County Flood Commission	Disaster Mitigation for La Union	$2,000,000.00
NM	NM Department of Cultural Affairs	Los Luceros Fire Mitigation	$500,000.00
NV	Washoe County	Washoe County — Lemmon Valley Heppner 5 Subdivision Stormwater Improvements	$2,700,000.00
NY	City of Ithaca	City of Ithaca Flood Mitigation	$1,300,000.00
NY	Town of Orangetown	Critical Electrical Infrastructure Needs	$1,975,000.00
NY	Village of Port Jefferson	East Beach Stabilization	$3,750,000.00
PA	Borough of Mayfield	Mayfield Borough Levee Upgrade	$2,327,734.00
PA	City of Williamsport	The Greater Williamsport Flood Control Project	$8,000,000.00
PA	Columbia County	Flood Control Projects for Columbia County	$1,725,000.00
PA	Borough of West Pittston	West Pittston Levee Project	$1,500,000.00
SC	Town of Mount Pleasant	Mount Pleasant Stormwater Drainage Improvement Project	$5,677,000.00
TX	City of Galveston	Galveston Causeway Waterline Project	$10,000,000.00
TX	City of Galveston	Galveston 59th Street Water Storage Tank	$10,000,000.00

State/ Tribe	Subrecipient	Project	Amount
TX	City of Houston	Lake Houston Dam Spillway Improvement Project	$7,500,000.00
TX	City of Southside Place	Auden Street Drainage Improvement	$741,450.00
TX	Harris County Flood Control District	Channel Conveyance Improvements to C147–00–00	$9,886,000.00
TX	Harris County Flood Control District	Poor Farm Ditch Conveyance Improvements	$9,886,000.00
TX	Hudspeth County	Hudspeth County Flood Mitigation Planning Project	$375,000.00
VA	City of Hopewell	Hopewell City Hall Generator Replacement	$188,000.00
VA	Prince William County	Lake Jackson Dam Rehabilitation	$1,875,000.00
VT	Vermont State Colleges	Glen Brook Dam Removal at Castleton University	$188,000.00
VT	Town of Stowe Electric Department	Restoration of Moscow Mills at Smith's Falls	$1,200,000.00
WA	City of Aberdeen	Aberdeen-Hoquiam Flood Protection Project	$4,943,000.00
WA	City of Seattle, Seattle Center Department	Seattle Center Shelter Facilities Sustainable Emergency Power	$3,558,960.00
Hoh Indian Tribe	Hoh Indian Tribe	Tsunami Evacuation Center	$1,875,000.00
WI	Douglas County	Douglas County Nemadji River Bridge Mitigation	$825,000.00
WI	Ashland County	Madeline Island County H / Lake Superior Mitigation (CDS)	$900,000.00
WV	Charles Town	Charles Town Green Infrastructure for Stormwater Pollution Flooding Project	$375,000.00

State/ Tribe	Subrecipient	Project	Amount
WV	Charleston	Chesterfield Avenue Stormwater Management Project	$469,000.00
WV	Montgomery	City of Montgomery Sanitary Department Essential Needs	$868,000.00
WV	New Cumberland	City of New Cumberland Storm Sewer Project	$150,000.00
WV	City of Ripley	City of Ripley for Viking Lane Storm Drain Project Phase II	$750,000.00
WV	Grant Town	Grant Town Stormwater System Improvements	$1,875,000.00
WV	Beckley Sanitary Board	Hartley Avenue, Beckley Little League, & Pinecrest Stormwater and Sanitary Sewer Improvements	$4,173,000.00
WV	Huntington Sanitary Board	Huntington Backflow Prevention Valves Project	$6,358,000.00
WV	Beckley Sanitary Board	Robert C. Byrd Drive Stormwater and Sanitary Sewer Improvements	$4,612,000.00
WV	Town of Lost Creek	Town of Lost Creek Drainage	$446,000.00
WV	Town of Sutton	Town of Sutton Storm Sewer	$562,000.00
WV	West Virginia Conservation Agency	West Virginia Watershed Flood Hazard Mitigation Project	$4,500,000.00
WV	City of Wheeling	Wheeling Nuttal Avenue Stormwater Enhancements	$941,000.00

STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION
DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY

State of Connecticut General Conditions

SECTION 1: Definitions.

1.1 Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum

1.2 Contract: This agreement, as of its effective date, between or among the Parties.

1.3 Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.

1.4 Goods: All things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Solicitation.

1.5 Goods or Services: Goods, Services or both, as specified in the Solicitation.

1.6 Perform: For purposes of this Contract, the verb "to perform" and the Contractor's performance set forth in this Contract are referred to as "Perform," "Performance" and other capitalized variations of the term.

1.7 Records: All working papers and such other information and materials as may have been accumulated by the Contractor in Performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

1.8 Services: The performance of labor or work, as specified in the Solicitation and as set forth in this Contract.

1.9 Solicitation: A State request, in whatever form issued, inviting bids, proposals or quotes for Goods or Services, typified by, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes. The Solicitation and this Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut Department of Administrative Services, even if the Agency has statutes, regulations and procedures which overlap DAS's. However, to the extent that the Agency has statutes, regulations or procedures which the Agency determines in its sole discretion to be inconsistent with DAS's, the Agency's shall control over those of DAS's. The Solicitation is incorporated into and made a part of the Contract as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposals is not incorporated into the Contract in its entirety, but, rather, it is incorporated into the Contract only to the extent specifically stated.

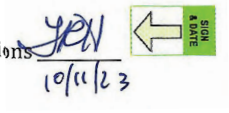
1.10 State: The State of Connecticut, including the Agency and any office, department, board, council, commission, institution or other agency or entity of the State.

1.11 Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.

1.12 Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.

SECTION 2: Audit Clause.

2.1 Audit Requirements. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state singe audit standards as applicable.

Please initial here to indicate that you have read and understand these conditions 

10/11/23

SECTION 3: Whistleblowing.

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

SECTION 4: Disclosure of Records.

4.1 This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

SECTION 5: Access to Contract and State Data.

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

SECTION 6: Forum and Choice of Law.

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

SECTION 7: Termination.

7.1 Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.

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7.2 Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.

7.3 The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

7.4 Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

7.5 The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.

7.6 For breach or violation of any of the provisions in the section concerning representations and warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

7.7 Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

7.8 Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

SECTION 8: <u>Tangible Personal Property</u>.

8.1 The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

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8.1.1 For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

8.1.2 A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;

8.1.3 The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;

8.1.4 The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

8.1.5 Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

8.2 For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

8.3 The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

SECTION 9: Indemnification.

9.1 The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

9.2 The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

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9.3 The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

9.4 The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

9.5 The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.

9.6 This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

SECTION 10: Sovereign Immunity.

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

SECTION 11: Summary of State Ethics Laws.

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

SECTION 12: Audit and Inspection of Plants, Places of Business and Records.

12.1 The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

12.2 The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

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12.3 The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

12.4 The Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Agreement. The Contractor shall remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Agreement's setoff provision.

12.5 The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

12.6 The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

12.7 The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

SECTION 13: Campaign Contribution Restriction.

13.1 For all State contracts, defined in Conn. Gen. Stat. §9-612 as having a value in a calendar year of $50,000 or more, or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

SECTION 14: Protection of Confidential Information.

14.1 Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

14.2 Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

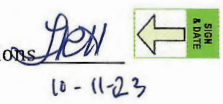
14.2.1 A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

14.2.2 Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;

14.2.3 A process for reviewing policies and security measures at least annually;

14.2.4 Creating secure access controls to Confidential Information, including but not limited to passwords; and

14.2.5 Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

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14.3 The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

14.4 The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

14.5 Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

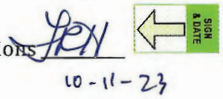
The above section uses the terms "Confidential Information" and "Confidential Information Breach." Please use the following two definitions for those terms and include them, alphabetized, in the definition section of the contract:

Confidential Information shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

Confidential Information Breach shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

SECTION 15: Executive Orders and Other Enactments.

15.1 All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in

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accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.

15.2 This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.

15.3 This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

SECTION 16: Nondiscrimination.

16.1 For purposes of this Section, the following terms are defined as follows:

16.1.1 "Commission" means the Commission on Human Rights and Opportunities;

16.1.2 "Contract" and "contract" include any extension or modification of the Contract or contract;

16.1.3 "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

16.1.4 "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;

16.1.5 "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

16.1.6 "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

16.1.7 "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

16.1.8 "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

16.1.9 "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

16.1.10 "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or

which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

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

16.3 Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

16.4 The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

16.5 The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened

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with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

16.6 The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

16.7 The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

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

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

SECTION 17: <u>Iran Investment Energy Certification</u>.

17.1 Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

17.2 If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this

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subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

SECTION 18: Consulting Agreement Representation.

18.1 Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

_____ _____

Consultant's Name and Title | Name of Firm (if applicable)

_____ _____ _____

Start Date | End Date | Cost

The basic terms of the consulting agreement are: _____

_____

_____

Description of Services Provided: _____

_____

_____

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

If YES: _____ _____

Name of Former State Agency | Termination Date of Employment

SECTION 19: Large State Contract Representation for Contractor.

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

19.1.1 That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid

Please initial here to indicate that you have read and understand these conditions JRN SIGN & DATE

10-11-23

solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

19.1.2 That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

19.1.3 That the Contractor is submitting bids or proposals without fraud or collusion with any person.

SECTION 20: Large State Contract Representation for Official or Employee of State Agency.

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

SECTION 21: Call Center and Customer Service Work.

21.1 Contractor shall perform all required state business-related call center and customer service work entirely within the State of Connecticut. If Contractor performs work outside of the State of Connecticut and adds customer service employees who will perform work pursuant to this Contract, then Contractor shall employ such new employees within the State of Connecticut prior to any such employee performing any work pursuant to this Contract.

SECTION 22: Compliance with Consumer Data Privacy and Online Monitoring.

22.1 Pursuant to section 4 of Public Act 23-16 of the Connecticut General Assembly, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

Please initial here to indicate that you have read and understand these conditions: JCN SIGN & DATE

10-4-23

Department of Homeland Security
Standard Terms and Conditions

DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in or after FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and

related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs- civil-rights-evaluation-tool.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Department of Homeland Security
Standard Terms and Conditions

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Department of Homeland Security
Standard Terms and Conditions

XIII. Energy Policy and Conservation Act
Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. False Claims Act and Program Fraud Civil Remedies
Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVI. Federal Leadership on Reducing Text Messaging while Driving
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVII. Fly America Act of 1974
Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990
Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

XIX. John S. McCain National Defense Authorization Act of Fiscal Year 2019
Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs

and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help- department- supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

XXI. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency,a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.

XXIV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXV. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVI. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Department of Homeland Security
Standard Terms and Conditions

XXVII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVIII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXIX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXX. Reporting Subawards and Executive Compensation

Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless

another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

a. When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

XXXII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Department of Homeland Security
Standard Terms and Conditions

XXXIII. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXIV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXV. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVI. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVIII. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Computed Goals

Snapshot 08/28/2026

Awarding agency: **Town of Stratford**

Project: **DIVERSION CHAMBER C INLET PIPE MODIFICATIONS**

State-funded portion: **$4,135,621**

SBE GOAL

$722,730

17.48%

MBE SUB-GOAL

$321,213

7.77%

SBE-ONLY (NON-MBE) GOAL

$401,517

9.71%

NAICS	TITLE	MARKET AREA	FIRMS	SBE %	MBE %
237110	Water and Sewer Line and Related Structures Construction	Statewide	103	17.48%	7.77%

Geographic market selections

NAICS 237110 — Water and Sewer Line and Related Structures Construction

Market area: Statewide

Source: data.ct.gov dataset 2huz-35d5.

Tighe & Bond

00800D
Inland Wetland Permit

TOWN OF STRATFORD
550 Patterson Avenue, Stratford, CT 06614
Phone: 203-385-4006 • Fax: 203-385-4082
www.townofstratford.com
CONSERVATION

15 August 2025

CERTIFIED MAIL: 9589 0710 5270 1124 5198 88

John Casey, PE
Town Engineer
Town of Stratford
2725 Main Street
Stratford, Connecticut 06615

RE: ***IWWC Permit #2023-13***
Water Pollution Control Facility
105 Beacon Point Road
Stratford, Connecticut 06614
Map 50.7, Block 3, Lot 1

Dear Applicant,

Please be advised that your Stratford Inland Wetlands application for a permit at the above-referenced property – residential condominium development -- was approved at the July 19, 2023 Regular Meeting of the Stratford Inland Wetlands Commission.

The permit document and agency findings for approval are enclosed, so please read the documents carefully to make sure you comply with all conditions. Failure to comply with the described permit conditions could result in the revocation of your permit. Please note, conditions 3 – 5 of Part I of the permit must be completed prior to commencement of work on site.

Also note that the permit will be effective 15 days after publication of the notice of decision in the Connecticut Post, which constitutes the legal appeal period. The legal notice of decision appeared in the Connecticut Post on August 11, 2023.

If you have any questions or comments regarding this matter, please contact the undersigned at the Stratford Conservation Division, 550 Patterson Avenue, Stratford, Connecticut, 06614 or by phone at (203) 385-4006.

Best regards,

Kelly F. Kerrigan
Environmental Conservation Superintendent

Enclosures (3): Permit, Legal Notice of Decision, Agency Findings

TOWN OF STRATFORD

AGENCY FINDINGS AND CONDITIONS FOR APPROVAL
FOR
STRATFORD INLAND WETLANDS APPLICATION NO. 2023-13

DATE:	**15 August 2025**
APPLICANT:	Town of Stratford 2725 Main Street Stratford, Connecticut 06615
APPLICANT'S AGENT:	GZA GeoEnvironmental, Inc. 35 Nutmeg Drive Trumbull, Connecticut 06611
PROPERTY LOCATION:	105 Beacon Point Road Stratford, Connecticut 06615
REGULATED ACTIVITY:	Flood Improvements at Water Pollution Control Facility

PLANS AND SUPPORTING DOCUMENTS:

- Full Application, Including Project Narrative
- Wetlands and Watercourse Assessment Letter Report, Prepared by GZA GeoEnvironmental, Inc., Dated June 2, 2023
- Site plans: "Water Pollution Control Facility Flood Protection System Improvements", prepared by GZA GeoEnvironmental, Inc., Dated May 2023

I. REGULATED AREA & REGULATED ACTIVITY

This 15.7-acre property is the Town of Stratford Water Pollution Control Facility along Beacon Point Road. The majority of this property includes various infrastructure in support of WPCF operations. To the west of the are two inland wetlands – one primarily a maintained lawn, while the other is dominated by common reed grass. While no direct impacts to wetlands are proposed at this time, there will be impacts within the 100' upland review area, to include: elevating the flood protection level of the existing flood levees and dikes, improvements to the existing dike section, new dike sections, new concrete L-walls which connect the dike sections, new toe drains on the landward edge of levees and dikes, deployable flood gates, and deployable flood gate material storage. Silt fencing is proposed between the wetland edge and the construction area.

TOWN OF STRATFORD

II. ANTICIPATED IMPACT

Concerns for this activity include adequate erosion and sediment controls during construction activities.

Erosion and Sediment Controls

Silt fencing will be required to be installed prior to the beginning of any on-site work.

The erosion and sediment controls will be monitored by a professional engineer or other certified party to oversee the erosion and sedimentation control program as detailed in the site plans. The erosion and sediment controls will be required to be inspected after every 1" inch rainfall or higher.

STANDARDS AND CRITERIA FOR DECISION ACCORDING TO SECTION 10.2 OF THE REGULATIONS:

a. The environmental impact of the proposed regulated activity on wetlands or watercourses:

There is no anticipated negative environmental impact of the proposed regulated activity on wetlands or watercourses. Erosion and sedimentation controls will be installed prior to construction and remain in place until the site is stabilized.

b. The applicant's purpose for, and any feasible and prudent alternatives to, the proposed regulated activity which alternatives could cause less or no environmental impact to the wetlands or watercourses.

The applicant is proposing critical infrastructure to ensure the WPCF remains operable during extreme weather conditions. No direct impacts to wetlands and watercourses are included in this project.

c. The relationship between the short-term and long-term impacts of the proposed regulated activity on wetlands or watercourses and the maintenance and enhancement of long-term productivity of such wetlands or watercourses.

Short-term impacts include the concern for soil erosion and sediment control from activity during the construction period. Injurious, long-term impacts to the wetlands are not anticipated based on the proposed application.

d. Irreversible and irretrievable loss of wetland or watercourse resources, which would be caused by the regulated activity.

There will be no net loss of wetlands or watercourses as a result of the proposed project.

e. The character and degree of injury to, or interference with safety, health, or the reasonable use of property, including abutting or downstream property, which is caused or threatened by the proposed, regulated activity, or the creation of conditions that may do so.

No interference with safety, health, or the reasonable use of the property is expected.

f. Impacts of the proposed regulated activity on wetlands or watercourses outside the area for which the activity is proposed, and future activities associated with, or reasonably related to, the proposed regulated activity, which are made inevitable by the proposed regulated activity and which may have an impact on wetlands or watercourses;

Wetlands and watercourses will not be negatively impacted.

g. Measures which would mitigate the impact of any aspect of the proposed regulated activity.

Erosion and sediment controls installed during the construction phase of the project will mitigate potential impacts to the wetlands.

AGENCY FINDINGS OF FACT

A. The IWWA Permit Application #2023-13 is for the construction of flood improvement infrastructure.

B. The applicant is the Town of Stratford.

C. The site currently is utilized as the Water Pollution Control Facility.

D. The application and supporting documents demonstrate that regulated activities will be conducted in the regulated areas (upland review area and inland wetland) as defined by the Stratford Inland Wetlands and Watercourses Regulations. The proposed residential condominium development is defined as a regulated activity under Section 2.26 of the regulations.

E. The Town of Stratford Inland Wetlands Commission held a regular meeting on July 19, 2023 and rendered a conditional approval of IWWA #2023-13.

INLAND WETLAND AGENCY DECISION

The proposed application is approved with the standard and specific conditions of approval. No significant adverse and unnecessary effects are anticipated on the regulated area as a consequence of this proposal. This decision and the appended conditions are consistent with the purposes of the Town of Stratford Inland Wetlands and Watercourses Regulations which are designed to protect the citizens of the Town of Stratford by providing a balance between the need for growth, development, and enjoyment of the natural resources of Stratford, with the need to protect its environment and ecological stability.

Best regards,

Kelly F. Kerrigan
Environmental Conservation Superintendent
Town of Stratford

TOWN OF STRATFORD
550 Patterson Avenue, Stratford, CT 06614
Phone: 203-385-4006 • Fax: 203-385-4082
www.townofstratford.com
CONSERVATION

DATE: 15 August 2025

INLAND WETLANDS PERMIT 2023-13

APPLICANTS NAME: Town of Stratford

APPLICANT'S ADDRESS: 2725 Main Street, Stratford, Connecticut 06615

Dear Applicant:

This authorization refers to your application to conduct regulated activities in the Town of Stratford.

The Town of Stratford Inland Wetlands Commission has considered your application with due regard for the matters enumerated in Section 5.0 of the Regulations of the Stratford Inland Wetlands Commission and has found that the proposed work, as specified and conditioned below, conforms to the purposes and provisions of said section.

The authorized activity consists of:

Flood Improvements at Water Pollution Control Facility

Site Address: 105 Beacon Point Road, Stratford, Connecticut

Assessor's Reference: Map 50.7, Block 3, Lot 1

The permittee is responsible for completing the following conditions listed in this document. Please note that Part I conditions 2 through 7 shall be satisfied prior to any clearing or grading being completed at the site. This permit is issued subject to the following conditions and/or modifications:

Part I: Site Specific Conditions

- **Scope of Approval:** This permit is for the Site plan approved as per the regular meeting of the Stratford Inland Wetlands Commission on July 19, 2023; and includes the configuration and layout structures as indicated on the approved plans and documents as well as all permitted and regulated activities. The site plans and project documents based on this approval are entitled, S "Water Pollution Control Facility Flood Protection System Improvements", Prepared by GZA GeoEnvironmental, Inc., Dated May 31, 2023.

TOWN OF STRATFORD

1. The Stratford Inland Wetland Agency's decision is detailed in the attached document entitled, *"Agency Findings and Conditions for Approval for Stratford Inland Wetland Application No. #2023-13"*

   Applicant is required to provide the agency with the full construction site plans prior to starting any land clearing or grading operations at the site.

   No Changes or modifications may be made to the scope of work as outlined in the above referenced site plans without prior consent and authorization from the Stratford Inland Wetlands Commission. Failure to receive the proper approvals for changes and/or modifications to the approved scope of work depicted on the development plans will lead to enforcement actions as described in Section 14 and Section 15 of the Stratford Inland Wetland and Watercourses Regulations.

2. **Performance Bond:** The permittee required performance bond is waived, as site activities are backed by the Town of Stratford. Regardless, the following requirements remain in effect:

   a. All areas shall be stabilized from erosion and sedimentation for one full vegetation growth season. All proposed vegetation must survive for one full vegetation growth season.

   b. All activities must be completed, including the stormwater drainage structures, utilities, and pavement.

   c. The permittee must submit an "As-built" site plan following the completion of construction. This "As-built" plan shall include topographic contours, wetland and watercourse delineations, limits of disturbance, and any other improvements to the property which has a direct or associated impact on the regulated areas, or as otherwise required by the Commission.

3. **Pre-Construction Meeting**: A pre-construction meeting shall be held with Conservation Staff, the project engineer and general contractor to discuss the installation of the erosion and sediment controls and the construction phasing prior to construction and any land clearing or grading at the Site.

4. **Construction Phasing Plan:** The project engineer in consultation with the contractor shall submit a construction-phasing plan prior to commencing construction activities at the Site. The Conservation Staff will reserve the right to change the construction schedule and the project phasing in order to protect impacts to the wetlands and watercourse.

5. **Erosion and Sediment Control Plan**: The project engineer or his designee as indicated on the approved site plans shall be responsible for implementing and overseeing the erosion and sediment control plan for the approved scope of work. The Erosion and Sediment Control Plan employed at the Site shall comply with the Best Management Practices (BMPs) as detailed in the *"2002 Connecticut Guidelines for Soil Erosion and Sediment Controls"* as may be amended.

6. **Environmental Project Monitor:** The Professional Engineer or his designated representative who is a professional in the field of erosion control (including the Professional Wetland Scientist)

shall also inspect and correct the erosion controls at least once a week during the major construction phase, and once a month thereafter, until major site work has been completed. Written compliance reports after every inspection shall be provided to the Conservation Office for the duration of the project or as requested.

Part II: Standard Conditions

1. This permit shall be in effect on **August 15, 2023** for the term of 5 years and is non-transferable without the written permission of the Stratford Inland Wetland and Watercourses Commission. Once work has commenced, the permit is valid for 5 year. Permit term expiration dates may be extended only if requested by the Permittee and approved by the IWW Commission.

2. If the authorized is not completed on or before **August 15, 2028** said activity shall cease and, if not previously revoked or specifically renewed or extended, this permit shall be null and void. Any request to renew or extend the expiration date of a permit should be filed in accordance with Section 7.11 of the Inland Wetlands & Watercourses Regulations of the Town of Stratford. Expired permits may not be renewed and the wetlands agency may require a new application for regulated activities.

3. All work and all regulated activities conducted pursuant to this authorization shall be consistent with the terms and conditions of this permit. Any structures, excavation, fill, obstructions, encroachments, or regulated activities not specifically identified and authorized herein shall constitute a violation of this permit and may result in its modification, suspension, or revocation.

4. In evaluating this application, the wetlands agency has relied on information provided by the applicant. If such information is subsequently proved to be false, incomplete or misleading, this permit may be modified, suspended or revoked and the permittee may be subject to any other remedies or penalties provided by law.

5. The permittee shall employ the best management practices, consistent with the terms and conditions of this permit, to control storm water discharge and to prevent erosion and sedimentation and to otherwise prevent pollution of wetlands and watercourses. For information and technical assistance, contact Kelly Kerrigan, Environmental Conservation Superintendent. The permittee shall immediately inform the agency of any problems involving wetland or watercourses that have developed in the course of, or that are caused by, the authorized work.

6. No equipment or material including without limitation, fill construction materials, or debris, shall be deposited, placed or stored in any regulated area on or off site unless specifically authorized by this permit.

7. This permit is subject to and does not derogate any rights or powers of the Town of Stratford, conveys no property rights or exclusive privileges and is subject to all public and private rights and to all applicable federal, state, and local laws. In conducting and maintaining any activities

authorized herein, the permittee may not cause pollution, impairment or destruction of the inland wetlands and watercourses of the Town of Stratford.

8. If the activity authorized by the inland wetlands permit also involves activity or a project that requires zoning or subdivision approval, special permit, variance or special exception, no work pursuant to the wetlands permit may begin until such approval is obtained.

9. The permittee shall maintain sediment and erosion controls at the site in such an operable condition as to prevent the pollution of wetlands and watercourses. Said controls are to be inspected by the permittee for deficiencies at least once per week and immediately after rains. The permittee shall correct any such deficiencies within 24 hours of said deficiencies being found. The permittee shall maintain such control measures until all areas of disturbed soils at the site are stabilized.

10. Additional terms of this permit are as represented by the applicant on all drawings, reports and oral statement made by or for the applicant to Stratford Inland Wetlands Commission and shall also include the following:

    a. All stumps, tree roots, matter roots, construction and demolition debris and all other solid or special waste material if encountered shall be removed from site and disposed of in a manner acceptable by State and Local laws.

    b. No debris is to be buried on site.

    c. No wetlands will be impacted, altered, modified, or engaged during the construction phase.

    d. Construction equipment shall enter and exit the site at one location only. Traffic shall be kept to a minimum.

    e. No equipment or machinery shall be stored, cleaned or repaired within 75 feet of a wetland or watercourse.

    f. No blasting shall be permitted on the property.

    g. Exposed soils shall be mulched with hay and seed.

    h. The permittee shall keep an adequate stockpile of erosion and sediment control supplies onsite during the course of the construction.

This authorization constitutes the permit required by Section 22a-42 of the Connecticut General Statutes, as amended.

Failure to comply with the conditions of this permit will subject the permittee to enforcement action, as provided for, in Section 14 (Stratford IWW Regulations).

Stratford Inland Wetlands Commission

TOWN OF STRATFORD



Signed: Kelly F. Kerrigan, Environmental Conservation Superintendent
Dated: 15 August 2025

TOWN OF STRATFORD

550 Patterson Avenue, Stratford, CT 06614
Phone: 203-385-4006 • Fax: 203-385-4082
www.townofstratford.com

CONSERVATION

TOWN OF STRATFORD
STRATFORD INLAND WETLANDS COMMISSION
LEGAL NOTICE OF DECISION

The Town of Stratford Inland Wetlands Commission held a Regular Meeting on July 19, 2023 in the Town Hall Council Chambers located at 2725 Main Street, Stratford, and rendered conditional approvals of the following applications:

2023-12: Residential Condominium Development. 600 Silver Lane. Assessor's Reference: Map 20.15, Block 1, Lot 18. Applicant: L. Edwards & Associates, LLC

2023-13: Flood Improvements at the Stratford Water Pollution Control Facility. 105 Beacon Point Road. Assessor's Reference: Map 50.17, Block 3, Lot 1. Applicant: Town of Stratford

A full record of this decisions including complete Agency Findings of Fact, is on file in the Conservation Office at 550 Patterson Avenue, Stratford, Connecticut. Any party aggrieved by this decision may file an appeal within 15 days of publication of this notice. Dated at Stratford, Connecticut this 11th day of August 2023.

Thomas J. Fahy, Chairman, Stratford Inland Wetlands Commission

This Legal Notice is to be posted in the Connecticut Post on August 11, 2023.

Tighe & Bond



00800E1
Dam Safety Permit

PERMIT

Permittee:	Town of Stratford 2725 Main Street Stratford, CT 06615 Attn: John Casey - Town Engineer, jcasey@townofstratford.com
Permit No:	DS-202409162
Town:	Stratford
Project:	Town of Stratford Water Pollution Control Facility Dike Construction & Modification (DEEP ID #TBD; Hazard Class: TBD)
Waters:	Housatonic River

Pursuant to Connecticut General Statutes Section 22a-403, the Commissioner of Energy and Environmental Protection ("Commissioner") hereby grants a permit to the Town of Stratford ("the Permittee") to conduct regulated activities associated with the Town of Stratford Water Pollution Control Facility Dike Construction and Modification. The purpose of said activities is to build a new dike.

AUTHORIZED ACTIVITY

Specifically, the permittee is authorized to do the following: increase the height of the existing dikes with additional sloped earthen embankment, construct pile-supported reinforced concrete flood walls, and install underdrains.

All activities shall be conducted in accordance with plans entitled: "Stratford WPCF Flood Protection Improvement – 100% Drawings", dated July 2024 and revised January 29, 2025; prepared by David M. Barstow, P.E., under GZA GeoEnvironmental, Inc. signed and sealed on January 29, 2025, and submitted as a part of the application.

This authorization constitutes the licenses and approvals required by Section 22a-403 of the Connecticut General Statutes. This authorization is subject to and does not derogate any present or future property rights or other rights or powers of the State of Connecticut, conveys no property rights in real estate or material nor any exclusive privileges, and is further subject to any and all public and private rights and to any federal, state, or local laws or regulations pertinent to the property or activity affected thereby.

The permittee's failure to comply with the terms and conditions of this permit shall subject the permittee, including the permittee's agents or contractor(s) to enforcement actions and penalties as provided by law.

This authorization is subject to the following conditions:

CONDITIONS:

1. **Expiration.** This permit shall expire three years following the date of issue unless this permit is specifically renewed.

2. **Construction Commencement and Completion.** If construction of any structures or facilities authorized herein is not completed within three years of issuance of this permit or within such other time as may be provided by this permit, or if any activity authorized herein is not commenced within three years of issuance of this permit or within such other time as may be provided by this permit, this permit shall expire three years after issuance or at the end of such time as may be authorized by the Commissioner.

3. **Notification of Project Initiation.**
The permittee shall notify the Commissioner in writing no less than seven (7) days prior to commencement of permitted activities and no less than seven (7) days following completion of permitted activities.

4. **De minimis Alteration**. The permittee may not make any alterations, except de minimis alterations, to any structure, facility, or activity authorized by this permit. A de minimis alteration means a change in the design, construction or operation authorized under this permit that does not increase environmental impacts or substantively alter the construction of the project as authorized. If during the process of construction, unforeseen conditions are found on the site and the permittee and their engineer determine that it would be appropriate to modify the design, then the permittee shall notify DEEP within 24 hours of any potential design changes. DEEP shall determine if the design modifications will be an activity that can be categorized as a de minimis activity when compared to the permitted design. No work shall take place which was not included as part of the permitted design until DEEP responds to this determination request.

5. **Maintenance of Structures.** All structures, facilities, or activities constructed, maintained, or conducted pursuant hereto shall be consistent with the terms and conditions of this permit, and any structure, facility or activity not specifically authorized by this permit, or exempted pursuant to Section 22a-377 of the Connecticut General Statutes or Section 22a-377(b)-1 of the Regulations of Connecticut State Agencies, or otherwise exempt pursuant to other Connecticut General Statutes, shall constitute a

violation hereof which may result in modification, revocation or suspension of this permit or in the institution of other legal proceedings to enforce its terms and conditions.

6. **Accuracy of Documentation.** In issuing this permit, the Commissioner has relied on information provided by the permittee. If such information was false, incomplete, or misleading, this permit may be modified, suspended or revoked and the permittee may be subject to any other remedies or penalties provided by law.

7. **Best Management Practices & Notification of Adverse Impact**. The permittee shall utilize engineered erosion and sediment controls to prevent pollution of wetlands and watercourses in accordance with Best Management Practices. Best Management Practices include, but are not limited to, the *Connecticut Guidelines for Soil Erosion and Sediment Control*[1] as revised, the *Connecticut Stormwater Quality Manual* as revised, the Department of Transportation's *ConnDOT Drainage Manual*[2] as revised, and the Department of Transportation Standard Specifications as revised.

   The permittee shall deploy controls prior to the commencement of construction, and regularly inspect and maintain controls as needed for effectiveness. Said controls shall be inspected by the permittee for deficiencies at least once per week and immediately after each rainfall and at least daily during prolonged rainfall. The permittee shall correct any such deficiencies within forty eight (48) hours of said deficiencies being found.

   The permittee shall immediately inform the Commissioner of any adverse impact or hazard to the environment which occurs or is likely to occur as the direct result of the construction, maintenance, or conduct of structures, facilities, or activities authorized herein.

8. **Reporting of Potential Violations.**

   a. The permittee shall, no later than 48 hours after the permittee learns of a violation of this permit, report in writing to the Commissioner. Such written report shall contain the following information, and be submitted to DEEP.DamSafety@ct.gov:

      a. The provision(s) of this permit that has been violated;
      b. The date and time the violation(s) was first observed and by whom;
      c. The cause of the violation(s), if known
      d. If the violation(s) has ceased, the duration of the violation(s) and the exact date(s) and times(s) it was corrected;

[1] For guidance on the use of erosion and sediment controls, refer to the *2024 Connecticut Guidelines For Soil Erosion and Sediment Control* document. URL: sescg_cleanfinal.pdf
[2] For guidance on Stormwater Quality, refer to the *2024 Connecticut Stormwater Quality Manual. URL: Connecticut Stormwater Quality Manual*

e. If the violation(s) has not ceased, the anticipated date when it will be corrected;
f. Steps taken and steps planned to prevent a reoccurrence of the violation(s) and the date(s) such steps were implemented or will be implemented; and
g. The best telephone number where DEEP can reach the engineering consultant in a timely manner.

9. **Material Storage in the Floodplain.** The storage of any materials at the site which are buoyant, hazardous, flammable, explosive, soluble, expansive, radioactive, or which could in the event of a flood be injurious to human, animal or plant life, below the elevation of the five-hundred (500) year flood is prohibited. Any other material or equipment stored at the site below said elevation by the permittee or the permittee's contractor must be firmly anchored, restrained or enclosed to prevent flotation. The quantity of fuel stored below such elevation for equipment used at the site shall not exceed the quantity of fuel that is expected to be used by such equipment in one day.

10. **Permit Transfer.** This permit is not transferable without the prior written consent of the Commissioner.

11. **Contractor Notification**. The permittee shall give a copy of this permit to the contractor(s) who will be carrying out the activities authorized herein prior to the start of construction and shall receive a written receipt for such copy, signed and dated by such contractor(s). The permittee's contractor(s) shall conduct all operations at the site in full compliance with this permit and, to the extent provided by law, may be held liable for any violation of the terms and conditions of this permit.

12. **Certification of Documents**. Any document, including but not limited to any notice, which is required to be submitted to the Commissioner under this permit shall be signed by the permittee or a responsible corporate officer of the permittee, a general partner of the permittee, and by the individual or individuals responsible for actually preparing such document, each of whom shall certify in writing as follows:

"I have personally examined and am familiar with the information submitted in this document and all attachments thereto and I certify that based on reasonable investigation, including my inquiry of the individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief. I understand that a false statement in the submitted information may be punishable as a criminal offense in accordance with Section 22a-6 of the General Statutes, pursuant to Section 53a-157b and in accordance with any other applicable statute."

13. **Submission of Documents**. Any document or notice required to be submitted to the Commissioner under this permit shall, unless otherwise specified in writing by the Commissioner, be directed to:

DEEP.DamSafety@ct.gov

The date of submission to the Commissioner of any document required by this permit shall be the date such document is received by the Commissioner. The date of any notice by the Commissioner under this permit, including but not limited to notice of approval or disapproval on any document or other action, shall be the date such notice is personally delivered or the date three days after it is mailed by the Commissioner, whichever is earlier. Except as otherwise specified in this permit, the word "day" means any calendar day. Any document or action which is required by this permit to be submitted or performed by a date which falls on a Saturday, Sunday or legal holiday shall be submitted or performed by the next business day thereafter.

14. **Rights.** This permit is subject to and does not derogate any rights or powers of the State of Connecticut, conveys no property rights or exclusive privileges, and is subject to all public and private rights and to all applicable federal, state, and local law. In constructing or maintaining any structure or facility or conducting any activity authorized herein, the permittee may not cause pollution, impairment, or destruction of the air, water, or other natural resources of this State. The issuance of this permit shall not create any presumption that this permit should be renewed.

15. **Dam Safety Conditions**
    a. This permit and a copy of the approved plans and specifications shall be kept at the project site and made available to the Commissioner at any time during the construction of permitted activities.
    b. Permitted activities shall be performed under the supervision of an engineer who is licensed to practice in the State of Connecticut and who has expertise in dam construction. Said engineer shall, upon completion of the permitted activities, certify to the Commissioner in writing that the permitted activities have been completed according to the approved plans and specifications.
    c. Within thirty (30) days of completion of the permitted activities, permittee shall submit to the Commissioner record drawings depicting the dam construction as completed, including any deviations from the approved plans and specifications. Said drawings shall be prepared and sealed by the engineer who oversaw the construction. In addition, the permittee shall arrange for submission of an electronic copy of the final record drawings in Adobe Acrobat “pdf” format.
    d. Nothing in this chapter and no order, approval or advice of the Commissioner, shall relieve any owner or operator of this dam from his legal duties, obligations and liabilities resulting from such ownership or operation. No action for damages sustained through the partial or total failure of any structure or its maintenance

shall be brought or maintained against the state, the Commissioner of Energy and Environmental Protection, or his employees or agents.

e. The Sequence of Construction and Water Handling Plan provided in the application shall be reviewed by the contractor repairing the dam. If the plan is revised or updated, a copy of the revised plan must be submitted to the Dam Safety Program at its email address: DEEP.DamSafety@ct.gov before beginning repair or within 48 hours of its revision after the work has started.
f. The flood contingency plan submitted with the application shall be reviewed by the contractor and if any revisions are made to the plan, a copy of the revised plans must be submitted to the Dam Safety Program at DEEP.DamSafety@ct.gov within 48 hours.

16. **Protection of Eastern Box Turtle, Terrapene c. carolina.** The Permittee shall conduct the following protection strategies for the Eastern box turtle if conducting work between April 1st and November 1st:

a. A qualified herpetologist/biologist shall be hired to oversee the implementation of Eastern box turtle protection measures and procedures for the duration of the project construction. The name and contact information for the herpetologist/biologist shall be provided to the DEEP at DEEP.DamSafety@ct.gov and DEEP.Nddbrequest@ct.gov no less than 7 days prior to the start of construction,
b. Prior to the start of construction, exclusion fencing shall be installed around the limits of the work area to prevent turtle access to the work area. The exclusion fencing must be at least 20 inches tall and must be secured to and remain in contact with the ground. Silt fencing installed for erosion control may serve this like purpose. The work area includes all areas used for site access, equipment parking, material staging, material storage, and construction purposes,
c. The exclusion fencing shall be inspected each day prior to the start of work activities. Any gap or breach in the exclusionary fencing shall be fixed or repaired immediately,
d. All construction personnel and work crews shall be apprised of the species descriptions and possible presence,
e. The contractor shall search for turtles within the work area each workday prior to the start of any work activities,
f. Any turtles that are encountered within the limits of the work area shall be carefully moved, unharmed, to an area immediately outside of the fenced work area and shall be released oriented to head in the same direction as it was found,
g. All exclusion fencing shall be removed immediately after completion of the project. All soil erosion control fencing shall be removed as soon as soil stabilization is completed

Issued by the Commissioner of Energy and Environmental Protection on:

May 21, 2025
Date

Graham J. Stevens
Bureau Chief
Water Protection and Land Reuse

Town of Stratford
2727 Main Street
Stratford, CT 06615

Attn: John Casey – Town Engineer, jcasey@townofstratford.com

Application No.:	DS-202409162
Town:	Stratford
Waters:	Housatonic River
Permit type:	Dam Safety
Project:	Town of Stratford Water Pollution Control Facility (DEEP ID #TDB; Hazard Class: TBD)

Dear Mr. Casey:

The Commissioner of the Department of Energy and Environmental Protection has approved your application to conduct certain regulated activities. Your attention is directed to the conditions of the enclosed permit. You should read your permit carefully. Construction and other work must conform to that which is authorized. Please pay particular attention to item 16 which states conditions specific to the project site.

If you have not already done so, you should contact your local Planning and Zoning Office and the U. S. Army Corps of Engineers to determine local and federal permit requirements on your project, if any. Please mail your requests the Corps' New England District, Regulatory Branch, 696 Virginia Road, Concord, MA 01742-2751; http://www.nae.usace.army.mil/ or call 1-800-343-4789.

Please do not file the permit on the municipality's Land Records.

If you have any questions concerning your permit, please contact me at 860-874-8476 or lariab.afzaal@ct.gov.

Date: May 22, 2025

Lariab Afzaal
Lariab Afzaal, Civil Engineer II
Water Planning & Management Division

COPIES FURNISHED TO:
GZA GeoEnvironmental, Inc., 35 Nutmeg Drive, Suite 325, Trumbull, CT 06611,
Attn: David Barstow, P.E., david.barstow@gza.com
Town of Stratford Mayor's Office, Mayor Laura R. Hoydick, mayor@townofstratford.com

SECTION 01110

SUMMARY OF WORK

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Work of the Contract is shown and described in Drawings and Project Manual entitled:

DIVERSION CHAMBER C INLET PIPE MODIFICATIONS

Town of Stratford Water Pollution Control Facility

August 2026

Tighe & Bond Inc.

Shelton, CT 06484

2. The Work includes the following major items:

a. Dewatering, cleaning, ground water control, CCTV, Cured-in-Place (CIPP) lining of located on the Water Pollution Control Facility (WPCF).

1) Approximately 225 linear feet of 54-inch corrugated metal pipe (CMP) stormwater pipe.

2) Approximately 105 linear feet of 12-inch reinforced concrete pipe (RCP) stormwater pipe.

b. The 54" line is anticipated to have approximately 12- 24 inches of sediment. contractor to remove and dispose sediment accordingly prior to CIPP work.

c. The 12" RCP inlet headwall is buried and contractor is responsible for identifying and excavating the inlet prior to cleaning, cctv and lining work.

d. The facility is an active construction site.

e. CIPP contractor/manufacturer would need to coordinate closely with Colonna Concrete and Asphalt Paving “Colonna” Contractor.Colonna is currently in the process of mobilizing at the WPCF to construct and new flood wall around the perimeter of the plant.

f. The CIPP contractor/manufacturer will be responsible for plugging pipe to ensure river water or wetland flow will not enter the Chamber C, 54 inch pipe or 12 inch pipe prior to CIPP work.

B. Related Requirements

1. Section 00800 - Supplementary Conditions

1.2 SUBMITTALS

A. Informational Submittals

1. Submit copies of permits or approvals required for the Work, prior to initiating the Work.

1.3 EXISTING SYSTEM DESCRIPTION

A. The existing 54-inch diameter CMP pipe was constructed approximately in the 1970's and conveys freshwater wetland from outside the WPCF parcel into Diversion Chamber C.

B. The 12" RCP inlet headwall is buried and contractor is responsible for identifying and excavating the inlet prior to cleaning, cctv and lining work.

C. It is the Contractor's responsibility to review all available information prior to bidding, , so that the host pipe conditions can be ascertained.

D. Groundwater has been observed approximately 5 feet below existing grade and above the crown of the pipe. The Contractor shall assume that groundwater infiltration may be present through joints, seams, corrosion holes, and other defects in the existing CMP.

1.4 PROJECT/SITE CONDITIONS

A. Permits

1. Obtain the permits and approvals listed below:

a. Permits and licenses of a temporary nature necessary to perform the Work.

b. Permits for disposal of construction wastes including disposal of cleared and grubbed materials.

c. Other permits or licenses required for the Contractor's operations or required elsewhere in the Contract Documents and not included herein.

2. Obtain required time extensions to permits obtained by the Contractor, if construction authorized by permits has not been completed by the expiration date noted on these permits.

3. Permits may require that a representative of the permitting authority or the Owner be present on site during construction or given the opportunity to observe conditions prior to backfilling or otherwise proceeding with construction. Notify the Owner, Engineer, and the permitting authority prior to performing Work that is governed by the permit.

4. Obtain permits and approvals from appropriate jurisdictional agencies and property owners for use of premises not furnished by the Owner, and for all off-site areas.

5. Submit copies of permits prior to performance of Work authorized by permits.

B. Existing Conditions

1. Use of Premises and Off-site Work

a. The Work shall occur on the Owner's property within the limits of work.

b. Obtain permits and approvals for use of any land and access thereto that is deemed necessary for the Work, where such land is not available for use by the Owner, including land for temporary construction facilities, access and egress, or for storage of materials. Confine apparatus and storage to such additional areas.

c. Obtain permits and written approvals from appropriate jurisdictional agencies for the use of premises not available for use by the Owner, including all offsite staging areas, borrow pits and waste areas. Submit copies of all permits and approvals to the Owner prior to using areas.

d. Provide for the disposal of waste materials off-site in accordance with all applicable laws.

e. Adhere to the limits of Work and traffic control plans related to plant equipment operation and sludge hauling trucks, to minimize obstruction to traffic and inconvenience to the Owner, general public, and residents in the vicinity of the Work, and to protect people and property. Keep fire hydrants on or adjacent to the Work accessible to fire fighting equipment at all times.

f. Make temporary provisions for the use of sidewalks and maintain functioning gutters, stormwater systems, drainage ditches, and culverts.

g. Maintain public access to businesses and residences including driveways and parking lots at all times during the Work.

Part 2 PRODUCTS

2.1 MATERIALS FURNISHED BY OWNER

A. The Owner will not furnish any materials, labor or equipment under this Contract.

PART 3 EXECUTION – NOT USED

END OF SECTION

J:\S\S1924 STRATFORD\053 WPCF STORMWATER STUDY\DESIGN\SPECIFICATIONS\CHANGE ORDER CIPP\01110 - SUMMARY OF WORK.DOCX

SECTION 01140

WORK RESTRICTIONS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Work Schedule

2. Construction Constraints

3. Site Usage Plan

B. Related Requirements

1. Section 01310 – Coordination

2. Section 01325 - Scheduling of Construction

1.2 SUBMITTALS

A. Incorporate the requirements of this Section in the project schedule submitted under Section 01325.

B. Action Submittals

1. Submit site usage plan within 30 days of the Notice to Proceed.

1.3 WORK SCHEDULE

A. Conduct the Work during daylight hours on Monday through Friday, and within the time between 7:00 a.m. and 5:00 p.m. No work is to be done on Owner's holidays, Saturdays, Sundays or outside of the work hours described above. No equipment or machinery may be started at the sites before 8:00 a.m. and all equipment must be shut off by 4:00 p.m.

B. Cutting of paved surfaces, excavation within any paved roadway, or pavement resurfacing activities is not allowed from November 15th to April 1st.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.1 CONSTRUCTION CONSTRAINTS

A. The following are constraints for the Work. Incorporate these constraints into the schedule required to be submitted under Section 01325.

1. All components of the existing facility must remain in operation throughout construction of the CIPP work unless otherwise specified herein or in Section 01310.

2. All work related to CIPP must be completed within 120 days from NTP.

3.2 SITE USAGE PLAN

A. Submit a site usage plan showing all proposed staging areas and storage trailers, and material laydown areas. The site usage plan should be a drawing showing the proposed locations and shall include on-site traffic modifications and temporary utilities as may be applicable. Submit plan to Owner for review. Modify plan per Owner comments.

END OF SECTION

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SECTION 01270

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 DIVISION 0 AND DIVISION 1 WORK INCIDENTAL TO THE CONTRACT PRICE

A. No separate measurement or payment will be made for Work called for in Division 0 or Division 1 of the Specifications, unless specifically covered under the Bid items listed below. All costs associated with this Work will be considered incidental to the Contract Bid price.

B. Division 2 Work will be measured and paid for at the Contractor's unit Bid price or lump sum item cost as indicated on the Bid form. Those payable Work items, and related prices as Bid, will be the basis for all compensation to the Contractor for Work performed under this Contract. Work not specifically included as a Bid item, but which is required to properly and satisfactorily complete the Work is considered ancillary and incidental to the Bid item Work, and payment for such Work is considered to be included in the values as Bid for payable items. Compensation for all unit Bid price Work will be made based on the measured quantity of Work under the appropriate Bid items.

1.2 MOBILIZATION AND DEMOBILIZATION (ITEM 1)

A. Measurement

1. There will be no measurement for the mobilization and demobilization to the Site as this Work will be on a lump sum basis.

B. Payment

1. Payment of the lump sum Bid price will be paid in two equal installments. The first installment will occur at the time the first payment requisition is submitted after the Contractor has initiated full-time construction activity. Payment for the second installment will be included in the first payment request after Substantial Completion has been reached and all equipment has been removed from the Site. In no case will the total of both installments exceed 5 percent of the base Bid price.

1.3 CLEANING OF 54-INCH STORM PIPE (ITEM 2A)

A. Measurement

1. Measurement for cleaning will be on a unit price per linear foot basis based upon the total linear feet of pipe proposed for cured in place lining cleaned as indicated on Contractor's inspection logs and as approved by Engineer.

B. Payment

1. Payment of the bid price for cleaning shall be full compensation for furnishing all labor, tools, equipment and materials required for or incidental to the work, including pipe cleaning, disposal of solids removed from the storm pipe, and furnishing all water needed for cleaning operations.

1.4 CLEANING OF 12-INCH STORM PIPE (ITEM 2B)

A. Measurement

1. Measurement for cleaning will be on a unit price per linear foot basis based upon the total linear feet of pipe proposed for cured in place lining cleaned as indicated on Contractor's inspection logs and as approved by Engineer.

B. Payment

1. Payment of the bid price for cleaning shall be full compensation for furnishing all labor, tools, equipment and materials required for or incidental to the work, including pipe cleaning, disposal of solids removed from the storm pipe, and furnishing all water needed for cleaning operations.

1.5 TV Inspection of 54" Storm Pipe (Pre & Post CIPP Work) (ITEM 3A)

A. Measurement

1. Measurement for television inspection shall be made on a unit price per linear foot basis measured horizontally along the centerline of the pipeline televised for all sewers proposed for cured in place lining, as indicated on Contractor's inspection logs and as approved by Engineer.

B. Payment

1. Payment of the Bid price for each linear foot of sanitary sewer pipe televised shall be full compensation for all labor, equipment, and materials required for or incidental to the work, TV inspection of the sewer pipe, and providing videotapes and TV reports.

2. Payment shall be made once and shall include cleaning of the sewer pipe prior to lining, and TV inspection both before and after lining. If initial TV inspection reveals that the sewer cannot be lined for any reason, then Contractor will be paid an amount equal to the linear foot of pipe televised, not to exceed 50% of the bid price listed in the schedule of bid items.

1.6 TV INSPECTION OF 12" STORM PIPE (PRE & POST CIPP WORK) (ITEM 3B)

A. Measurement

1. Measurement for television inspection shall be made on a unit price per linear foot basis measured horizontally along the centerline of the pipeline televised for all sewers proposed for cured in place lining, as indicated on Contractor's inspection logs and as approved by Engineer.

B. Payment

1. Payment of the Bid price for each linear foot of sanitary sewer pipe televised shall be full compensation for all labor, equipment, and materials required for or incidental to the work, TV inspection of the sewer pipe, and providing videotapes and TV reports.

2. Payment shall be made once and shall include cleaning of the sewer pipe prior to lining, and TV inspection both before and after lining. If initial TV inspection reveals that the sewer cannot be lined for any reason, then Contractor will be paid

an amount equal to the linear foot of pipe televised, not to exceed 50% of the bid price listed in the schedule of bid items.

1.7 CURED – IN – PLACE PIPE LINING 54- INCH STORM PIPE (ITEM 4A)

A. Measurement

1. Measurement for cured in place sewer lining will be on a unit price per linear foot basis based upon the total linear feet of sewers lined as indicated on Contractor's inspection logs and as approved by Engineer.

B. Payment

1. Payment of the bid price for cured in place sewer lining shall be full compensation for furnishing all labor, tools, equipment and materials required for or incidental to the work, including furnishing all labor, materials, and equipment needed for lining operations.

1.8 CURED – IN – PLACE PIPE LINING 12- INCH STORM PIPE (ITEM 4B)

A. Measurement

1. Measurement for cured in place sewer lining will be on a unit price per linear foot basis based upon the total linear feet of sewers lined as indicated on Contractor's inspection logs and as approved by Engineer.

B. Payment

1. Payment of the bid price for cured in place sewer lining shall be full compensation for furnishing all labor, tools, equipment and materials required for or incidental to the work, including furnishing all labor, materials, and equipment needed for lining operations.

1.9 CHEMICAL ROOT TREATMENT 54- INCH STORM PIPE (ITEM 5A)

A. Measurement

1. Measurement for chemical root treatment shall be made on a unit price per linear foot basis measured horizontally along the centerline of the pipeline treated, from and to the inside face of structures.

B. Payment

1. Payment of the Bid price for chemical root treatment shall be full compensation for all labor, equipment, and materials required for or incidental to the work, including cleaning, root removal, furnishing and mixing chemicals, bypass pumping if necessary, and final cleanup of the site.

1.10 CHEMICAL ROOT TREATMENT 12- INCH STORM PIPE (ITEM 5B)

A. Measurement

1. Measurement for chemical root treatment shall be made on a unit price per linear foot basis measured horizontally along the centerline of the pipeline treated, from and to the inside face of structures.

B. Payment

1. Payment of the Bid price for chemical root treatment shall be full compensation for all labor, equipment, and materials required for or incidental to the work, including cleaning, root removal, furnishing and mixing chemicals, bypass pumping if necessary, and final cleanup of the site.

1.11 MAINTENANCE OF GROUND WATER CONTROL (ITEM 6)

A. Measurement

1. There will be no measurement for maintenance of groundwater flow as this Work will be on a lump sum basis.

B. Payment

1. Payment of the bid price for maintenance of groundwater flow control will be full compensation for all labor, equipment and materials required for or incidental to the Work, including furnishing all well points, pumps, hoses, and power required to lower the groundwater level and prevent ground water from entering the pipe while rehabilitation work is taking place including installation of pre liners or grout as needed. Payments will be made on a monthly basis as a percentage of the lump sum Bid and the amount of Work for that particular month.

1.12 EXCVATION TO ACCESS HEADWALL OF 12-INCH PIPE (ITEM 7)

A. Measurement

1. There will be no measurement for excavation to access headwall for the 12-inch pipe as this Work will be on a lump sum basis.

B. Payment

1. Payment of the bid price for excavation to access headwall will be full compensation for all labor, equipment and materials required for or incidental to the Work. Payments will be made on a monthly basis as a percentage of the lump sum Bid and the amount of Work for that particular month.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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SECTION 01325

SCHEDULING OF CONSTRUCTION

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Milestones

2. Progress Schedule

B. Related Requirements

1. Section 01140 - Work Restrictions

2. Section 01310 - Coordination

1.2 REFERENCES

A. The Use of CPM in Construction - A Manual for General Contractors and the Construction Industry, an Associated General Contractors (AGC) of America publication.

1.3 MILESTONES

A. Milestone No. 1: The Contractor shall complete all Work no later than 120 days following the Notice to Proceed.

B. If, in the opinion of the Owner, the progress of the Work is insufficient to achieve the scheduled completion of the milestone, the Contractor shall be required to take such measures as are necessary to achieve completion by the milestone date. Such measures may include, but shall not be limited to, employing additional equipment and personnel, working overtime, added shifts or any combination thereof, all at no additional cost to the Owner.

1.4 PROGRESS SCHEDULE

A. Network Analysis

1. Prepare an electronic network analysis using the critical path method under concepts and methods outlined in the current edition of AGC's "The Use of CPM in Construction - A Manual for General Contractors and the Construction Industry."

B. Graphically show the order and interdependence of activities, sequence of Work, how the start of a given activity depends on completion of preceding activities, and how completion of an activity may restrain the start of subsequent activities.

C. The Work shall be planned by the Contractor and his Project field superintendent in coordination with all Subcontractors and Suppliers whose Work is shown on the Progress Schedule.

D. Include, at a minimum, the following activities on the Progress Schedule:

1. Project mobilization

2. Submittal and approval of Shop Drawings

3. Procurement of equipment and critical materials

4. Installation of equipment and critical materials

5. Fabrication of special equipment and material, and its installation and testing

6. Final inspecting and testing

7. Punchlist

8. Final cleanup

9. Other activities that may be critical to the Progress Schedule

10. All activities of the Owner and the Engineer which affect progress and/or affect required dates for completion of the Work

11. Milestone completion dates

E. Take into consideration Shop Drawing submittal and approval time, the delivery times of equipment and materials, Subcontractors' Work, availability and abilities of workmen, weather conditions, any restrictions in operations at the Work site, and all other items that may affect completion of the Work within the Contract Time and specified milestones.

F. The Progress Schedule shall reflect the requirements and constraints outlined in Section 01310, Coordination.

G. The Progress Schedule shall reflect Work restrictions outlined in Section 01140.

H. Show information in such detail that duration times of activities will range from one to 15 days. The selection and number of activities shall be subject to the approval of the Owner and Engineer.

I. The Progress Schedule should show preceding and following event numbers for each activity, description of each activity, and activity duration in calendar days.

J. Submit the Progress Schedule on maximum sheet size 30-inches high by the width required.

1.5 SUBMITTALS

A. Informational Submittals

1. Submit four prints of the preliminary Progress Schedule prepared in accordance with Article 2.05 of Section 00700 and the requirements of this section. Progress schedule must be submitted within 10 days after the Effective Date of the Agreement. Progress Schedule must be approved by the Owner and Engineer before the first progress payment will be made.

2. Revised analyses - Within 10 days after receipt of the review comments, submit four prints of the Progress Schedule revised in accordance with those comments.

3. Periodic reports - On the first progress meeting of each month, submit four prints of the updated Progress Schedule, as well as a report of construction activities in the prior month.

4. Before initiating the Work, submit an estimated monthly rate of Contractor payments for the project. If the payment schedule deviates from the original projection, submit a revised rate of expenditure schedule.

1.6 PERIODIC REPORTS

A. At the first scheduled progress meeting of each month, present four copies of a construction report which details the Work performed during the preceding period. The report shall include the following at a minimum:

1. Actual progress of Work. Update the Progress Schedule accordingly.

2. The Progress Schedule, or revised Progress Schedule, should show the portions of the Progress Schedule impacted by the Work progress.

3. Activities or portions of activities completed during the reporting period, and their total value as basis for Contractor's periodic request for payment. Payment made will be based on the total value of such activities completed or partially completed after verification by the Engineer.

4. State the percentage of the Work actually completed and scheduled as of the report date, and the progress along the critical path in terms of days ahead of or behind the dates defined in the Progress Schedule.

5. If the Work is behind the dates set forth in the Progress Schedule, also report progress along other paths with negative slack.

6. Include a narrative which includes:

a. A description of problem areas, anticipated and current

b. Delaying factors and their impact

c. An explanation of corrective actions taken or proposed

7. Show the date of latest revision.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

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SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Action Submittals

2. Informational Submittals

3. Electronic Submittal via Procore

1.2 DEFINITIONS

A. Action Submittals – includes written and graphic information submitted by Contractor that requires Engineer's approval.

B. Informational Submittals – includes information submitted by Contractor that does not require Engineer's approval. The Engineer will acknowledge receipt of such documents and provide comments when the submittals lack the detail required by the Contract Documents.

1.3 ACTION SUBMITTALS

A. Shop Drawings

1. Shop Drawings as defined in the General Conditions, and as specified in individual work sections include, but are not necessarily limited to, custom-prepared data such as fabrication and erection/installation drawings, schedule information, piece part drawings, actual shop work manufacturing instructions, special wiring diagrams, coordination drawings, individual system or equipment inspection and test reports including performance curves and certification, as applicable to the Work.

2. Shop Drawings shall be of standardized sizes to enable the Owner to maintain a permanent record of the submissions. Approved standard size drawings shall be

a. 24 inches by 36 inches

b. 22 inches by 34 inches

c. 11 inches by 17 inches

d. 8.5 inches by 11 inches

3. Submit Shop Drawings at the proper time to prevent delays in delivery of materials. Coordinate submittals for related or interdependent equipment.

4. Advise the Engineer in writing of any deviations from the requirements of the Contract Documents.

5. Check all Shop Drawings regarding measurements, size of members, materials, and details to determine if they conform to the Contract Documents. Shop Drawings found to be inaccurate, not in compliance, or otherwise in error shall be returned to the Subcontractors or Suppliers for correction before submission to the Engineer. Drawings that are current shall be marked with the date, name, and approval stamp of the Contractor.

6. All details on Shop Drawings submitted for approval shall show clearly the relation of the various parts to the main members and lines of the structure, and where correct fabrication of the work depends upon field measurements, such measurements shall be made and noted on the Shop Drawings before being submitted for approval.

7. Detailed installation drawings (sewers, equipment, piping, electrical conduits and controls, HVAC work, and plumbing, etc.) shall be drawn to scale and fully dimensioned.

8. No material or equipment shall be purchased or fabricated until the required Shop Drawings have been submitted and approved. Materials and equipment and the work involved in their installation or incorporation into the Work shall then be as shown in and represented by the Shop Drawings.

9. Until the necessary approval has been given, do not proceed with any portion of the work, the design or details of which are dependent upon the design or details of work, materials, equipment or other features for which approval is required.

10. If submitted equipment requires modifications to the structures, piping, layout, or other details shown on the Drawings, details of the proposed modifications must also be submitted for approval. If such equipment and modifications are approved, perform all Work necessary to make such modifications at no additional cost to the Owner.

B. Product Data: Product data as specified in individual Sections, include, but are not necessarily limited to, standard prepared data for manufactured products (catalog data), such as the manufacturer's product specification and installation instructions, availability of colors and patterns, manufacturer's printed statements of compliances and applicability, roughing-in diagrams and templates, catalog cuts, product photographs, standard wiring diagrams, printed performance curves and operational-range diagrams, production or quality control inspection and test reports and certifications, mill reports, product operating and maintenance instructions and recommended spare-parts listing, and printed product warranties, as applicable to the Work.

C. Samples and color selection charts: Provide sample, when requested by individual Specification to establish conformance with the Specifications, and as necessary to define color, texture and pattern selections available.

D. Product Substitutions: In accordance with Section 01630.

E. Operation and Maintenance Manuals: In accordance with Section 01770.

F. Schedule of Values: In accordance with Section 01295.

G. Site Usage Plan: In accordance with Section 01140.

1.4 INFORMATIONAL SUBMITTALS

A. Schedule of Submittals

1. Submit a preliminary Schedule of Submittals within 10 days of the Effective Date of the Agreement in accordance with Article 2.05 of Section 00700.

B. Schedule of Manufacturers and Suppliers

1. Submit a schedule of manufacturers and Suppliers within 7 days after Notice to Proceed including the names and addresses of the manufacturers and Suppliers of materials and equipment to be incorporated into the Work.

C. Schedule of Major Products

1. Submit a schedule of major products within 30 days after Notice to Proceed including a complete list of major products proposed for use, with specification section number, name of manufacturer, trade name, and model number of each product.

D. Build America, Buy America (BABA) Compliance Schedule

1. Within 60 days of the Effective Date of the Agreement, submit a detailed schedule documenting Contractor's plan to meet the Build America Buy America requirements. Schedule shall include an estimated cost for all materials to be permanently installed in the project and indicate whether Contractor anticipates each item will comply with BABA requirements or will be included under the 5% de minimis waiver. Schedule shall confirm that de minimis items will total less than 5% of the total project cost.

E. Product Listing and Manufacturers Qualifications

1. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation and reference standards. Specifically identify the products, the anticipated schedule for delivery and storage, and the estimated value thereof for materials which the Contractor intends to request approval for off-site storage.

F. Certificates of Compliance

1. General:

a. Submit sworn certificates from the manufacturer or material supplier that the materials and fabrications provided under the Specification section conform with the Contract Documents.

b. Certificates shall be signed by an officer of the manufacturer's corporation and witnessed by a Notary Public.

2. Installer: Prepare written statements on manufacturer's letterhead certifying that installer complies with requirements as specified in individual Specification sections.

3. Material Test: Prepared by qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.

4. Certificates of Successful Testing or Inspection: Submit when testing or inspection is required by Laws and Regulations or governing agency, or when specified in individual Specification sections.

5. Manufacturer's Certificate of Compliance: In accordance with individual Specification sections.

6. American Iron and Steel: Submit certifications regarding all iron or steel products covered by the American Iron and Steel requirement as specified in Section 00800. The final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, shall provide a certification that all manufacturing processes occurred in the US. Additional documentation (step certification) may be required if the certification is lacking important information. A sample certification form is attached to this section.

7. Build America, Buy America (BABA) Act: Submit certifications regarding all products covered by the BABA requirements as specified in Section 00800 . The final manufacturer that delivers the BABA product to the worksite, vendor, or contractor, shall provide a certification that all manufacturing processes occurred in the US. Additional documentation (step certification) may be required if the certification is lacking important information. Sample certification forms are attached to the end of Section 00800.

G. Application for Payment

1. Submit applications for payment in accordance with Section 01270, Measurement and Payment or Section 01290, Application and Certificate for Payment.

2. Submit schedule of stored materials when requesting payment for materials not yet installed.

H. Construction Photography and Videography: Provide preconstruction, progress, and post-construction photography and videography in accordance with Sections 01320 and 01321.

I. Contract Closeout Submittals: In accordance with Section 01770.

J. Contractor Design Data

1. Written and graphic information

2. List of assumptions

3. List of performance and design criteria

4. Summary of loads or load diagram

5. Calculations

6. List of applicable codes and regulations

7. Name and version of software

8. Information requested in individual Specification section

K. Manufacturer's Instructions: Written or published information that documents manufacturer's recommendations, guidelines, and procedures in accordance with individual Specification sections.

L. Schedules: Submit construction progress schedules and schedule updates in accordance with Section 01325.

M. Statement of Qualifications: Submit evidence of qualification, certification, or registration as required in Contract Documents to verify qualifications of professional land surveyor, engineer, materials testing laboratory, specialty subcontractor, trade, specialist, consultant, installer, and other professionals.

N. Submittals Required by Laws, Regulations, and Governing Agencies

1. Submit promptly notifications, reports, certifications, payrolls, and other required information as may be required, directly to the applicable federal, state, or local governing agency or their representative.

2. Transmit to Engineer for Owner's records, one copy of correspondence and transmittals (including enclosures and attachments) between Contractor and governing agency.

O. Test and Inspection Reports

1. Submit test and inspection reports as required by individual Specification sections.

2. Test and inspection reports shall contain signature of person responsible for test or report.

3. Reports shall include identification of product and Specification, project name, date and time of test, type of test, location, test results, corrective action required if report indicates test is not in compliance with Contract Documents, interpretation of test results, and other information as required in individual Specification sections.

P. Equipment Data: Submit information on equipment to be used in the performance of the Work as required by individual Specification sections.

Q. Testing and Start-up Data: Prepare and submit testing procedures proposed to perform testing required by individual Specification sections.

R. Vendor Training Plan: At least two weeks prior to scheduling training of Owner's personnel, submit lesson plans for vendor training in accordance with individual Specification section and manufacturer's Operations and Maintenance Manuals.

S. Health & Safety Plans: When specified in individual Specification sections, prepare and submit a Health and Safety Plan modified or supplemented to include job-specific considerations.

T. Submittals stamped by another Professional Engineer: When specified in individual Specification sections, prepare and submit calculations and/or drawings stamped by a Professional Engineer licensed in the State where the work is being performed.

U. Coordination Drawings: When specified in individual Specification sections, prepare and submit drawings to show how multiple system and interdisciplinary work will be coordinated. Examples are conduit routing diagrams, duct layouts, utility coordination drawings, sprinkler plans etc.

V. Work Plans: When specified in individual Specification sections, prepare and submit copies of all work plans needed to demonstrate to the Owner that Contractor has adequately thought-out the means and methods of construction and their interface with existing facilities.

W. Erosion Control Plan: When specified in Contract Documents or required by local ordinances or regulations, prepare and submit copies of erosion control plans.

X. Traffic Control Plan: When specified in Contract Documents or required by local ordinances or regulations, prepare and submit copies of traffic control plans.

Y. Shutdown Requests: Submit notification of any outages required (electrical, flow processes, etc.) as may be required to tie-in new work into existing facilities. Unless otherwise specified, provide outage requests a minimum of 7 days' notice shall be provided.

Z. Equipment Data: When specified in other Specification sections, information on equipment used by the Contractor to complete the Work, such as compaction equipment and closed-circuit television inspection equipment.

1.5 PROCEDURES

A. Coordination

1. Prepare and submit documentation in advance of fabrication and product manufacturer, so that the installation will not be delayed, other related work can be properly coordinated, and there is adequate time for review and resubmission, if required.

2. Provide no less than 30 days for review of submittals from the time received by the Engineer. For submittals of major equipment that require more than 30 days to review, due to complexity and detail or those requiring review by multiple engineering disciplines, Engineer will notify Contractor of the circumstances and identify the anticipated date when the submittal will be returned.

3. Re-submittals will be subject to same review time.

4. No extension of time will be authorized due to failure to provide approvable submittals sufficiently in advance of the Work.

B. Review Shop Drawings, product data, and samples prior to submission and verify and determine:

1. Field measurements

2. Conformance with the Contract Documents. Advise the Engineer in writing of any deviations from the requirements of the Contract Documents.

3. Delete or strike out information that is not applicable to the Work.

4. PDF format electronic documents shall be “flattened.” Submittals with electronic markups that are not part of the PDF document are not acceptable.

5. PDF format electronic documents shall be searchable. Scanned and unsearchable submittals are not acceptable.

6. Submittals longer than 20 pages shall be indexed.

C. Electronic submittal via Procore

1. Upload the electronic submittal files via email based on contacts determined at the pre-construction meeting.

D. In addition to the electronic submission requirement, submit three hard copies of each submittal: two for Owner and one for Engineer’s construction observer.

1. Samples – Provide one unless otherwise noted in the individual Specification section. Sample will be retained by Engineer in the field.

E. Numbering: Submissions shall be accompanied by a transmittal form referencing the project name and applicable Specification section. Submittals shall be numbered sequentially, with the applicable Specification section and a hyphen preceding the number (*e.g.* Submittal number 11330-01). Resubmittals shall bear the same transmittal number with a revision letter commencing with "A" (*e.g.* Submittal number 11330-01-A).

F. Provide a copy of the Submittal Certification Form (copy attached at the end of this section) which shall be attached to every copy of each submittal as required under Article 7.16 A.2 of Section 00700. Apply the Contractor’s stamp and initials or signature certifying that the submission has been thoroughly reviewed for completeness, compliance with the Contract Documents, coordination with adjacent construction and dimensional compatibility. Items submitted without the stamp or that are incomplete will be returned by the Engineer for rework and resubmission.

G. Provide a copy of the PE Certification Form (copy attached at the end of this section) which shall be attached to every copy of each submittal stamped by another Professional Engineer. Items submitted without the completed certification form will be returned by the Engineer for resubmission.

H. Distribute copies of reviewed submittals along with the Engineer’s transmittal to concerned parties with instructions to promptly report any inability to comply with the provisions or integrate the requirements with interfacing work.

I. Submittal Content

1. Each submitted piece of product literature shall include a clear reference to the specifications, drawings, or equipment tags that submittal is to cover.

2. When manufacturer's product datasheets apply to a product series or include more than one option, clearly indicate and highlight applicable information and strike out any inapplicable content.

J. Partial and Incomplete Submittals

1. Shop Drawings shall be submitted as a complete package by Specification section, unless otherwise reviewed and approved by the Engineer. It is the intent that all information, materials, and samples associated with each Specification section be included as a single submittal for the Engineer's review.

2. Engineer will return entire submittals if preliminary review deems it incomplete including:

a. Missing or incomplete Submittal Certification Form

b. Insufficient number of copies

c. Missing content

d. Missing or incomplete BABA Certification Form

3. Partial submittals may be considered, at Engineer's option, only when necessary to expedite the Project.

4. Partial submittals shall be clearly identified as such on the transmittal to identify missing components.

K. Submittals not required by the Specification will be returned without review or action code.

L. Resubmission

1. Make corrections and modifications required by the Engineer and resubmit until approved. The resubmission shall only include the items requiring a resubmission for approval. A resubmission of previously approved items without a request to resubmit those items will be returned without the Engineer's review.

2. Clearly identify changes made to submittals and indicate other changes that have been made other than those requested by the Engineer.

3. A maximum of two re-submissions of each shop drawing will be reviewed, checked and commented upon without charge to the Contractor (total of 3 submittals). Any additional submissions which are required by the Engineer to fulfill the stipulations of the Contract Documents will be charged to the Contractor as described in paragraph 7.16.E.2 of Section 00700.

M. Distribution

1. Distribute approved Shop Drawings and approved product data to the Project Site and elsewhere as required to communicate the information to Suppliers, Subcontractors, and field personnel.

1.6 ENGINEER'S REVIEW

A. The Engineer will review submittals for design, general methods of construction and detailing. The Engineer's review and approval of submittals shall not be construed as a complete check nor does it relieve the Contractor from responsibility for any departures or deviations from the requirements of the Contract Documents unless he has, in writing, called the Engineer's attention to such deviations at the time of submission. It will not extend to means, methods, technique, sequences, or procedures of construction (except where specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto.

B. The Engineer's review of the submittals shall not relieve the Contractor from the responsibility for proper fitting of the Work, or the responsibility of furnishing any work required by the Contract Documents which may not be indicated on the submittals. The Contractor shall be solely responsible for any quantities shown on the submittals.

C. If the Contractor considers any correction indicated on the submittals to constitute a change to the Contract Documents, the Contractor shall provide written notice to the Engineer at least 7 working days prior to release for manufacture.

D. When the submittals have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.

E. Action submittals as defined in paragraph 1.2 will be reviewed and returned under one of the following codes:

1. Approved (Action Code 1) is assigned when there are no notations or comments on the submittal. Equipment or materials may be released for manufacture, provided that it complies with requirements of the Contract Documents.

2. Approved as Noted (Action Code 2) is assigned when there are notations or comments on the submittal, but the equipment or materials may still be released for manufacture. All notations and comments must be incorporated in the final product. Resubmission is not necessary.

3. Revise and Resubmit (Action Code 3) is assigned when there are notations and comments requiring a resubmittal of the package. Work cannot proceed until the submittal is revised and resubmitted for review.

4. Not Approved (Action Code 4) is assigned when the submittal contains non-specified items or does not meet the requirements of the Contract Documents. It may also be assigned when there is a significant amount of missing material required for the Engineer to perform a complete review. The entire package must be revised and resubmitted to bring the submittal into conformance. It may be necessary to resubmit using a different manufacturer/vendor to meet the requirements of the Contract Documents.

F. Informational submittals, as defined in paragraph 1.2, do not require approval by the Engineer. Such submittals will be returned under one of the following codes:

1. Receipt Acknowledged (Action Code 5) is assigned when the submittal is provided for documentation purposes and is acknowledged as received. Comments may be noted using this action code.

2. Revise and Resubmit – Informational Submittal (Action Code 6) is assigned when there are notations and comments requiring a resubmittal of the package.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

CERTIFICATION FORMS ON FOLLOWING PAGES

SUBMITTAL CERTIFICATION FORM

PROJECT:_____
ENGINEER:_____ ENGINEER'S PROJECT NO.:_____
CONTRACTOR:_____ CONTRACTOR'S PROJECT NO.:_____

TRANSMITTAL NO.:_____ SUBMITTAL NO.:_____
SPECIFICATION NO.:_____ DRAWING NO:_____
DESCRIPTION:_____
MANUFACTURER:_____

The above referenced submittal has been reviewed by the undersigned and I/we certify that the materials and/or equipment meets or exceeds the project specification requirements; that field measurements, dimensions, quantities, specified performance criteria, installation requirements, materials, catalog numbers and related materials have been verified; that all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the work has been determined and verified; that review includes all information related to the contractor's sole responsibility for means, methods, techniques, sequences, and procedures of construction and safety; and item has been coordinated with the overall project with:

☐ NO DEVIATIONS

☐ A COMPLETE LIST OF DEVIATIONS AS FOLLOWS:

_____
_____
_____
_____
_____
_____

SUBMITTED BY:_____ DATE:_____

GENERAL CONTRACTOR'S STAMP

PE CERTIFICATION FORM

The undersigned hereby certifies that he/she is a Professional Engineer registered in the **** Project State of XYZ **** and that he/she has been employed by

_____ to design
(Name of Contractor)

_____
(Insert PE Responsibilities)

In accordance with Specification Section _____for the

_____
(Name of Project)

The undersigned further certifies that he/she has performed the said design in conformance with all applicable local, state and federal codes, rules and regulations; and, that his/her signature and PE stamp have been affixed to all calculations and drawings used in, and resulting from, the design.

The undersigned hereby agrees to make all original design drawings and calculations available to the

_____
(Insert Name of Owner)

or Owner's representative within seven days following written request therefore by the Owner.

_____	_____
PE Name	Contractor's Name
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Address	Address

SAMPLE AMERICAN IRON AND STEEL CERTIFICATION

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 (_____)

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 Loan Programs.

Item, Products and/or Materials:

1. _____
2. _____
3. _____

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:

_____

END OF SECTION

SECTION 01600

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Products and Materials

2. Product Delivery Requirements

3. Packaging, Handling and Storage Requirements

4. Inspection of Offsite Work

1.2 QUALITY ASSURANCE

A. Review all contract Drawings and Specifications with respect to specific system characteristics, applicability of materials and equipment for the intended purposes, sizes, orientation, and interface with other systems, both existing and proposed, and certify that the materials and equipment proposed will perform as specified prior to submitting shop drawings.

B. Provide sworn certificates as to quality and quantity of materials where specified or requested by the Engineer.

C. Obtain concurrence of the Engineer prior to processing, fabricating, or delivering material or equipment.

1.3 PRODUCTS AND MATERIALS

A. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by a single manufacturer unless specified otherwise.

B. Use only new and first quality material in the Work. Material shall conform to the requirements of these Specifications and be approved by the Engineer. If, after trial, it is found that sources of supply that have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved materials from other approved sources.

C. Immediately remove defective materials and equipment from the site, at no additional cost to the Owner. The Contractor may be required to furnish sworn certificates as to the quality and quantity of materials before materials are incorporated in the Work.

D. Engineer has the right to approve the source of supply of all material prior to delivery.

1.4 PRODUCT DELIVERY REQUIREMENTS

A. Transport and handle products in accordance with manufacturer's instructions.

B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.

C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

D. Progressively deliver materials and equipment to the Site so there will be neither delay in progress of the Work nor an accumulation of material that is not to be used within a reasonable time.

E. Deliver products to the Site in their manufacturer's original container, with labels intact and legible.

1. Maintain packaged materials with seals unbroken and labels intact until time of use.

2. The Engineer may reject as non-complying such material and products that do not bear identification satisfactory to the Engineer as to the manufacturer, grade, quality, source, and other pertinent information.

1.5 PACKAGING, HANDLING AND STORAGE REQUIREMENTS

A. Provide storage and handling of all materials and equipment required for the Work.

B. Except as otherwise indicated in the Contract Documents, determine and comply with the manufacturer's recommendations on product storage, handling, and protection. Provide manufacturer's documentation on recommended storage procedures when requested by the Engineer.

C. Properly store and protect all equipment immediately upon its arrival. All equipment shall be stored in a clean, dry, heated, secured, and insured indoor facility satisfactory to the Engineer. Equip drive motors with thermostatically controlled strip heaters. Outdoor storage with plastic, canvas, plywood or other cover will not be allowed except where specific approval for designated items not containing electrical components or bearings is obtained from the Engineer. This approval does not relieve the Contractor of responsibility for proper protection of materials.

D. Familiarize workmen and subcontractors with hazards associated with materials, equipment, and chemicals specified herein and take all necessary safety precautions.

E. Areas available on the construction site for storage of material and equipment shall be as shown on the Drawings or approved by the Owner.

F. Materials and equipment to be incorporated in the Work shall be handled and stored by the manufacturer, fabricator, supplier, and Contractor before, during and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, theft, or damage of any kind to the material or equipment.

G. Protect finished surfaces including floor surfaces, stairs, joints, and soffits of passageways from damage until accepted by the Engineer.

H. Promptly remove materials from the site of the Work which have become damaged or are unfit for the use intended or specified. The Contractor will not be compensated for the damaged materials or their removal costs.

I. Handle, haul, and distribute all materials and all surplus materials on the different portions of the Work, as necessary or required. Provide suitable and adequate storage

room for materials and equipment during the progress of the Work, and be responsible for the protection, loss of, or damage to materials and equipment furnished, until the final completion and acceptance of the Work.

J. Storage and demurrage charges by transportation companies and vendors shall be borne by the Contractor.

K. All materials and equipment to be incorporated in the Work shall be placed so as to not damage any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the Work. Keep materials and equipment neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to the Owner.

L. No material or equipment will be permitted to be stored in any of the Owner's facilities, unless otherwise approved by the Engineer.

M. Do not store material or equipment in any wetland or environmentally sensitive area. Stockpile sites shall be level, devoid of mature stands of natural vegetation, and removed from drainage facilities and features, wetlands, and stream corridors.

N. Contractor shall be fully responsible for loss or damage to stored materials and equipment.

O. No item judged rusty, corroded or otherwise damaged during storage will be accepted. Any electrical or instrumentation item determined by the Engineer to be damaged shall be removed from the Site and replaced by a completely new item in first class condition. Items not properly stored will not be considered for any partial payment.

P. Provide protective and preventive maintenance during storage consisting of manually exercising equipment where required, inspecting mechanical surfaces for signs of corrosion or other damage, lubricating, applying any coatings as recommended by the equipment manufacturer as necessary for its protection and other precautions as necessary to assure proper protection of equipment stored.

Q. Treat ferrous surfaces not receiving finish coats of paint with rust preventive coating, and protect non-ferrous metal work and devices with suitable wrappings.

1.6 INSPECTION OF OFFSITE WORK

A. The Owner and Engineer will inspect Work performed away from the construction site during fabrication, manufacture, or testing, or before shipment. Give 2 weeks written notice regarding the place and time where such fabrication, manufacture, testing, or shipping will be done.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

J:\S\S1924 STRATFORD\053 WPCF STORMWATER STUDY\DESIGN\SPECIFICATIONS\CHANGE ORDER CIPP\01600 PRODUCT REQUIREMENTS.DOCX

SECTION 01630

PRODUCT SUBSTITUTION DURING CONSTRUCTION

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Product substitution procedures

1.2 CONTRACTOR'S OPTIONS

A. For materials or equipment (hereinafter products) specified only by performance or reference standard, select product meeting that standard, by any Supplier. To the maximum extent possible, provide products of the same generic kind from a single source.

B. For products specified by naming several products or manufacturers, select any one of the products or Suppliers named, which fully complies with the Drawings and Specifications. Another “or-equal” product can also be considered by the Engineer if it complies with the provisions of Article 7.04, Section 00700. If a product proposed by the Contractor does not qualify as an “or-equal” item, then it can be considered as a proposed substitute item, and the Contractor must comply with the requirements of Article 7.05, Section 00700.

C. For products specified by naming products or manufacturers and followed by words indicating that no “or-equal” item or substitution is permitted, there is no option and no substitution will be allowed.

D. Where more than one choice is available as a Contractor's option, select product that is compatible with other products already selected or specified.

1.3 SUBSTITUTIONS

A. If in the Engineer’s sole discretion a product proposed by the Contractor does not qualify as an “or-equal” item under the provisions of Article 7.04 of Section 00700, it can be considered a proposed substitute item. Submit information required under Article 7.05, Section 00700 for proposed substitutes.

B. The Engineer will consider written requests from the Contractor for substitutions within 30 days after the Notice to Proceed. After this period, requests will be considered only in case of unavailability of product or other conditions beyond control of the Contractor.

C. Submit 5 copies of request for substitutions. Submit a separate request for each proposed substitution. In addition to the submittal requirements outlined in Article 7.05 of Section 00700, include the following in each substitution request:

1. For products or Suppliers:

a. Product identification, including Supplier & manufacturer's name and address.

b. Manufacturer's literature with product description, performance and test data, and reference standards.

c. Samples, if appropriate.

d. Name and address of similar projects on which product was used, and date of installation.

2. For construction methods (if specified):

a. Detailed description of proposed method.

b. Drawings illustrating method.

3. Such other data as the Engineer may require to establish that the proposed substitution is equal to the product, Supplier or method specified.

D. The substitution request shall include written certification and statements that are outlined in Article 7.05 of Section 00700.

E. A request constitutes a representation that Contractor:

1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.

2. Will provide same or better guarantees, warranties or bonds for proposed substitution as for specified product.

3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.

4. Waives all claims for additional costs or time extension which may subsequently become apparent.

5. Will reimburse Owner for review or redesign services associated with re-approval by authorities having jurisdiction.

F. A proposed substitution will not be accepted if:

1. Acceptance will require changes in the design concept or a substantial revision of the Contract Documents.

2. It will delay completion of the Work.

3. It is intended or implied on a Shop Drawing and is not accompanied by a formal request for substitution from the Contractor.

G. The Contractor is responsible for all costs relating to substitution requests.

H. Approval of a substitution does not relieve the Contractor from the requirement for submission of Shop Drawings as set forth in the Contract Documents.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01725

PRESERVATION AND RESTORATION OF PROJECT FEATURES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Taking precautions, providing programs, and taking actions necessary to protect public and private property and facilities from damage.

1.2 DEFINITIONS

A. Underground Structures

1. Underground structures are defined to include, but not be limited to, sewer, water, gas, and other piping, and manholes, chambers, electrical and signal conduits, tunnels and other existing subsurface work located within or adjacent to the limits of the Work.

2. Underground structures known to the Engineer are shown on the Drawings to the extent that locations are available. This information is shown for the assistance of the Contractor in accordance with the best information available, but is not guaranteed to be correct or complete. The Contractor shall be responsible for checking on the actual locations of water, sewer, gas electric and telephone service connection lines to avoid potential interferences.

B. Surface Structures

1. Surface structures are defined as existing buildings, structures and other facilities above the ground surface. Included with such structures are their foundations or any extension below the surface. Surface structures include, but are not limited to, buildings, tanks, walls, bridges, roads, dams, channels, open drainage, piping, poles, wires, posts, signs, markers, curbs, walks and all other facilities that are visible above the ground surface.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.1 REPAIR/RESTORATION

A. Trees, shrubs, and similar items shall not be removed except where indicated on the drawings or as necessary to access the required demolition work, as approved by the Engineer. Items to be removed shall be clearly marked as directed by the Engineer. If objects not to be removed are damaged or removed, they shall be repaired or replaced to their original condition.

B. Trees and shrubs on private property, which are removed or damaged by the Contractor shall be replaced in kind.

C. Signs, fences, property markers, walls, guard rails and other public or private property that are outside the demolition scope shall be replaced in kind if damaged. Supports and protective devices required shall be provided.

D. Underground and Surface Structures

1. In the event of damage, injury or loss to existing utilities and structures that were not indicated to be removed or abandoned, whether shown on the Drawings or not, make all reasonable efforts to facilitate repairs and to mitigate the impact of such events upon the utility or structure owner's normal operations. Restore the existing utility or structure to the condition required by the owner of the utility or structure or at least to the condition found immediately prior to the Work. In the event that the utility owner elects to make the repairs, provide all reasonable access and assistance, and reimburse the utility owner for the cost of repairs. If utility service is interrupted due to damage to facilities, alternate facilities shall be provided.

2. All other existing surface facilities, including but not limited to, guard rails, posts, guard cables, signs, poles, markers and curbs which are temporarily removed to facilitate the Work shall be replaced and restored to their original condition at the Contractor's expense unless otherwise indicated in other sections of these specifications.

3. Wherever water, sewer, gas or petroleum mains, electric or telephone lines, cables or other utilities and structures are encountered and may be in any way interfered with, inform the Engineer and the appropriate utility company. Cooperate with the Engineer and utility company in the protection, removal, relocation, and replacement of structures and facilities.

4. Prior to proceeding with any demolition or construction, notify in writing owners of utilities and structures within the vicinity of the proposed Work.

5. Work affecting water distribution systems, which will take fire hydrants out of service, must be coordinated with the local fire department. The Contractor shall be prepared to restore fire flows in the event of an emergency or to provide for temporary fire flow service in accordance with the requirements of the local fire department.

6. Materials used for relocation or replacement of utilities and structures shall be of an equivalent material, type, class, grade and construction as the existing or as approved by the respective owners thereof, unless otherwise shown or specified.

7. When any survey monument or property marker, whether of stone, concrete, wood or metal, is in the line of any trench or other construction work and may have to be removed, notify the Engineer in advance of removal. Under no circumstances shall any monument or marker be removed or disturbed by the Contractor or by any of his Subcontractors, employees or agents, without the permission of the Engineer. Monuments or markers removed or disturbed shall be reset by a land surveyor licensed in the State where the Work is located at the Contractor's expense. Should any monuments or markers be destroyed through accident, neglect or as a result of the Work under this Contract, the Contractor shall, at his own expense, employ a land surveyor licensed in the State where the Work is located to re-establish the monument or marker.

E. Replace in-kind any damaged traffic loop detection wiring in a timely fashion. In general, traffic signal wiring damaged by the Contractor shall be replaced and placed in service no later than 24-hours after being taken out of service.

3.2 PROTECTION

A. The construction of certain portions of the project may require excavation within the root systems of trees. Roots with a diameter of 2 inches or more within the excavation shall not be cut. If necessary, excavation shall be made with small powered equipment or by hand to comply with this requirement. It may be necessary to excavate from more than one direction to avoid damage to the roots.

B. The trunks of trees that are to remain and are within the swing radius of the excavating machine bucket when fully extended shall be wrapped with burlap and 2 inch by 4 inch protective wood slats (8 inch spacing maximum) wired around the circumference of the trees to protect them from damage.

C. Tree limbs shall not be cut except upon written approval of the Owner and the Engineer. Tree limbs cut shall be painted with approved forestry paint manufactured specifically for that purpose.

D. Underground and Surface Structures

1. Sustain in their places and protect from direct or indirect injury underground and surface structures designated to remain within or adjacent to the limits of the Work. Such sustaining and supporting shall be done carefully and as required by the party owning or controlling such structure. Before proceeding with the work of sustaining and supporting such structure, satisfy the Engineer that the methods and procedures to be used have been approved by the party owning same.

2. Pay utility service company charges related to the temporary support of utility poles if required to complete the Work.

3. Assume risks associated with the presence of underground and surface structures within or adjacent to the limits of the Work. The Contractor shall be responsible for damage and expense for direct or indirect injury caused by his Work to any structure. Immediately repair damage caused by the Work to the satisfaction of the owner of the damaged structure.

END OF SECTION

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SECTION 01770

CLOSEOUT PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Documentation required for the transfer of the completed Work to the Owner

2. Final Cleaning

1.2 SUBMITTALS

A. Closeout Submittals

1. As-built drawings

2. Evidence of payment and release of liens

3. List of Subcontractors, service organizations, and principal vendors

1.3 SUBSTANTIAL COMPLETION

A. Refer to Article 15.03 in 00700, General Conditions, for procedures relating to obtaining Substantial Completion. Refer to 00520, Agreement, for Contract Times.

1.4 PROJECT CLOSEOUT DOCUMENTS

A. As-Built Drawings - Submit as-built drawings for review, approval, or comment. The as-built drawings shall show the completed work, including all deviations from the original Drawings. At a minimum, the following information shall be shown on the as-built drawings.

1. **Record drawing:** actual limits of liner, upstream/downstream termination locations, actual lined length, existing/finished pipe diameter, and any field changes.

2. Final PE-stamped liner design: actual product and final manufactured/installed thickness, not just the preliminary bid calculation.

3. Manufacturer, product designation, liner type (felt or UV-GRP), resin system, lot/batch numbers, manufacture/wet-out date, and installation date.

4. Installed liner thickness and laboratory test results for flexural modulus/strength.

5. Final pre- and post-installation CCTV and logs.

6. Cure report: for thermal CIPP, time/temperature/pressure logs; for UV-GRP, pressure, UV lamp/cure-train data, speed, temperatures, and cure record.

7. Locations and description of any infiltration grouting, preliner, host-pipe repairs, void grouting, or other preparatory repairs.

8. Documentation of any liner defects and repairs.

9. Upstream/downstream **termination/end-seal system** actually installed.

10. Manufacturer's product data and chemical-resistance information.

11. Warranty certificate and warranty start/end dates.

12. Manufacturer's recommended inspection/maintenance information.

B. Provide warranties and bonds for items so listed in pertinent sections of the Project Manual.

C. Provide evidence of compliance with requirements of governmental agencies having jurisdiction.

D. As specified in Article 15.06.A of Section 00700, provide evidence that all Work, materials and equipment will pass to Owner free and clear of any Liens or other title defects upon final payment. Such evidence may take the form of receipts or releases from all Subcontractors and Suppliers and an affidavit from Contractor as to the completeness of the receipts and releases as described in Section 00700 Article 15.06.A.3.

E. Provide list of Subcontractors, service organizations, and principal vendors, including names, addresses, and telephone numbers where they can be reached for emergency service at all times including nights, weekends, and holidays.

1.5 FINAL PAYMENT

A. Refer to Article 15.05 and 15.06 in 00700, General Conditions, for procedures relating to final inspection and payment.

B. The Contract shall be considered complete and final payment made, only when:

1. All provisions of the Contract Documents have been strictly adhered to.

2. The project and premises have been left in good order, including removal of all temporary construction, Contractor-owned and extraneous materials.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.1 CLEANING

A. Remove and entirely dispose of material or debris that has washed, flowed or has been placed in existing watercourses, ditches, gutters, drains, pipe, or structures, for work done under the Contract work limits. Leave ditches, channels, drains, pipes, structures, and watercourses in a clean and neat condition upon completion of the Work.

B. Restore or replace any public or private property damaged or removed during the course of the Work. Property shall be returned to a condition at least equal to that existing immediately prior to the beginning of operations. Complete all highway or driveway, walk, and landscaping work using suitable materials, equipment and methods. Perform restoration of existing property, signs or structures promptly as work progresses; do not leave restoration work until the end of the Contract Time.

CERTIFICATION FORM ON FOLLOWING PAGE

O&M MANUAL CERTIFICATION FORM

PROJECT:_____
ENGINEER:_____ ENGINEER'S PROJECT NO.:_____
CONTRACTOR:_____ CONTRACTOR'S PROJECT NO.:_____

TRANSMITTAL NO.:_____ SHOP DRAWING NO.:_____
SPECIFICATION NO.:_____ DRAWING NO:_____
DESCRIPTION:_____
MANUFACTURER:_____

The above referenced O&M manual has been reviewed by the undersigned and I/we certify that the manual is customized as needed for this project, and contains the following items, where applicable for the materials or equipment provided:

- ☐ 3-ring binder with title on binder and binding edge
- ☐ Electronic CD, when specified
- ☐ Comprehensive index broken down into sections
- ☐ Dividers for sections and sub-sections
- ☐ Warranties
- ☐ Troubleshooting information
- ☐ Startup, operation & shutdown procedures
- ☐ Safety procedures
- ☐ Manufacturer's contact information
- ☐ Complete parts list of equipment supplied
- ☐ Complete specifications/data on each item
- ☐ Detailed maintenance & operations instructions
- ☐ "As constructed" layout & schematic drawings
- ☐ Wiring diagrams
- ☐ Lubrication & maintenance schedules
- ☐ Equipment performance curves
- ☐ List of spare parts supplied and current cost
- ☐ Parts & service contact information

SUBMITTED BY:_____ DATE:_____

GENERAL CONTRACTOR'S STAMP

END OF SECTION

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SECTION 02953

PIPE LINING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Structural rehabilitative cured-in-place pipe (CIPP) liner

B. Related Sections

1. Section 02958– Television Inspection of Pipelines

1.2 REFERENCES

A. ASTM D638 – Standard Test Method for Tensile Properties of Plastics

B. ASTM D790 – Standard Test Method for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials

C. ASTM F1216 – Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube

D. ASTM D2990 - Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics

E. ASTM D5813 - Standard Specification for Cured-In-Place Thermosetting Resin Sewer Piping Systems

F. 29 CFR 1910.146 – Permit Required Confined Spaces

1.3 SUBMITTALS

A. Submit material specifications, certified material testing results in accordance with ASTM F1216, D2990, and D5813, Material Safety Data Sheets, and shop drawings for all materials and equipment furnished under this Section.

B. Submit samples of public notifications.

C. Submit certification that liner material is suitable for extended contact with stormwater and is resistant to saline water in a coastal environment.

D. Submit a detailed description of the installation procedures that will be used. The description shall include, but not be limited to, groundwater control, liner shot sequence plans, segment-specific liner inversion/cure methods, information on whether the liner will be wetted out on-site or offsite, wet-out quality control program (if onsite), and cool-down procedures. Verify that these procedures are recommended by the manufacturer.

E. Submit a contingency plan that includes methods and equipment to be used in the event that liner defects are encountered, and a description of backup equipment available to the installation crew, such as air compressors, lateral reinstatement cutters, etc.

F. Submit on measurements of the host pipes taken prior to lining.

G. Submit calculations for the liner thickness determination stamped by a Professional Engineer.

H. Submit typed pre-construction and post-construction television logs, the pre-construction video and the post-construction video in accordance with Section 02958. The electronic file names must be labeled to identify the segment televised by Diversion C structure and upstream and downstream manhole/catch basin.

I. Submit references upon request.

J. Submit results of liner testing as described in Paragraph 3.8.

K. Upon request, submit pressure and temperature logs or "thermocouple logs" after completion of each cured-in-place liner installation.

L. Upon request, submit copies of cured-in-place liner order sheets after delivery to the site to the Resident Project Representative.

M. Submit liner samples cut out of the actual liner installations to an independent testing laboratory as described in Paragraph 3.4 of this Section.

1.4 QUALITY ASSURANCE

A. All work shall comply with the requirements of this Section and with the manufacturer's standards for rehabilitation of stormwater pipe using the cured-in-place pipe (CIPP) lining method proposed by the Contractor, approved by the Engineer, and installed by the CIPP lining manufacturer.

B. The manufacturer shall have at least 10 years of experience in the manufacture of the lining system being provided for this Project. Similarly, the installer shall have at least 10 years of experience installing the lining system being provided for this Project.

C. Supervisory personnel shall have at least 5 years of experience in providing the required services and shall be present at the Site during all CIPP Work.

D. The installer shall have completed at least 10 lining projects of similar size and project conditions. Provide the Engineer with a list of these projects, including the location and a contact person for each.

E. If the installer elects to wet-out the liner on-site, the Contractor shall employ a Quality Control Program to ensure proper distribution of the resin. Both the Owner and the Engineer shall be notified a week in advance before commencing this work.

F. The liner installer's personnel shall have completed a 10-hour construction and safety training course, confined space entry training, and other training as appropriate for the Work to be performed. Confined space entry shall be in accordance with the requirements and protocol as specified in 29 CFR 1910.146, Permit Required Confined Spaces, and ASTM D 4276-84.

1.5 PROJECT CONDITIONS

A. Existing Conditions

1. It is the Contractor's responsibility to review all available information prior to bidding, including the television inspection logs and videos, so that the host pipe conditions can be ascertained.

2. Groundwater has been observed approximately 5 feet below existing grade and above the crown of the pipe. The Contractor shall assume that groundwater infiltration may be present through joints, seams, corrosion holes, and other defects in the existing CMP.

3. The headwall of the 12-inch storm pipe is buried and Contractor will be responsible to opening up access for pipe to complete CIPP work.

4. Contractor shall make provisions to accommodate the existence of coatings on the inside diameter of host pipes that could inhibit the normal installation of a cured-in-place liner.

1.6 WARRANTY

A. Make all necessary repairs and replacements to remedy defects, breaks, or failures of the Work occurring within one year following the date of acceptance of the Work.

B. During the warranty period, any defects that might affect the integrity or strength of the liner shall be immediately repaired or replaced at the Contractor's expense, pursuant to the manufacturer's recommendations, and to the satisfaction of the Owner and Engineer.

PART 2 PRODUCTS

2.1 MATERIALS

A. Liner material shall be compatible with stormwater. The liner shall be chemically resistant to withstand exposure to saline water due to the host pipes location in a coastal area. The liner shall be fabricated to a size that, when installed, will neatly fit the internal circumference of the existing (host) pipeline. Allow for circumference stretching during installation. The minimum length shall be that necessary to effectively span the required distance. The installer shall verify the pipe lengths and diameters in the field before installation.

B. Liner shall be a Standard Polyester resin CIPP felt liner or UV glass reinforced (CIPP liner).

C. The liner shall be constructed of material which, when installed, shall provide a structurally sound lining able to withstand all imposed static, dynamic and hydrostatic loads, independent of the load-bearing capacity of the host pipe.

D. Determine the liner thickness required for the existing site conditions and base the determination on providing a 50-year design life. Calculations for the determination of liner thickness shall be signed and stamped by a professional engineer registered in the state in which the Work is to be performed. The finished cured initial physical characteristics of the liner shall meet or exceed those specified below (assume long-term CIPP physical properties will be reduced by a minimum of 50% from the initial values).

Initial Structural Properties

	Minimum Value

Property	Standard	
Flexural Strength	ASTM D-790	4,500 psi
Flexural Modulus	ASTM D-790	250,000 psi

E. Use the available information described below to design the sewer liner, and collect any additional information needed to complete the liner design:

1. Boring logs (Section 00300)
2. Boring locations and profiles (Drawings)
3. CMP Pipe - Inverts (Drawings)

F. The flow capacity of the lined sewer shall have a final capacity equal to or greater than the original stormwater pipe (host pipe).

G. Curing equipment shall be capable of monitoring and controlling adequate flow, pressure, and temperature to properly cure the liner according to the manufacturer's recommended curing procedures.

H. CIPP liners shall comply with ASTM F1216 and be based on the following design criteria:

1. No bonding to the host pipe
2. Fully deteriorated host pipe
3. Factor of safety of 2
4. Long-term flexural strength – 50% of initial (minimum)
5. Long-term flexural modulus - 50% of initial (minimum)
6. Ovality of 5% of the pipe circumference (minimum), selected contractor to field measure and use greater of the two values.
7. Use Constrained Soil Modulus appropriate for existing soil and embedment conditions based on geotechnical logs in accordance with AASHTO LRFD Section 12
8. Groundwater has been observed to be 5 feet below grade at the existing surface grade
9. AASHTO HS-20 live loads
10. Soil Load of 120 pounds per cubic foot
11. Minimum service life of 50 years

I. Prior to installation, the manufacturer of the CIPP liner shall submit stamped design calculations for wall thickness of each segment to the Engineer for approval.

J. The liner shall have a uniform thickness that when compressed at installation pressures will meet or exceed the design thickness.

K. The wall color of the interior pipe surface shall not be dark or non-reflective, which could inhibit proper television inspection.

L. Sewing of liner pieces together to form the desired length for a particular run will not be allowed without the prior written approval of the Owner.

M. Holes made in the liner during the wet-out process or for other reasons shall be identified, marked and repaired prior to delivery to the job site. Puncture marks or tears must be brought to the Owner's attention for approval before insertion into the pipeline.

N. Based on a review of the Contract Documents and the pre-lining video, determine whether there is excessive infiltration or voids in the sewer segment to be lined, requiring the use of a preliner tube to control resin loss and liner thickness. If a preliner tube is determined to be necessary, provide preliner tube. Preliner tube shall be a reinforced plastic sheet formed into a tube fit into the host pipe being lined, continuous from manhole to manhole. Alternatively, grout pipe to halt infiltration.

2.2 EQUIPMENT

A. The Contractor shall provide suitable temperature and pressure gauges in accordance with the manufacturer's standards and specifications. Puller unit/winch cable shall be equipped with manufacturer recommended tension gauge and shall be smooth running and variable speed. The cutting device shall be a remote monitored device for use inside the lined pipe.

B. The Contractor shall prepare and inspect all necessary tools and any spare parts that are required for equipment that suffer frequent breakdowns and shall ensure that said tools and spare parts are available at the site. The Contractor shall also prepare and make operable all necessary communication equipment for the field crew.

2.3 ACCEPTABLE CIPP LINER PRODUCT, MANUFACTURER AND INSTALLER

A. All CIPP liners shall be manufactured as part of a single complete CIPP lining system specifically designed for rehabilitating stormwater pipes. CIPP liners and lining systems shall be one of the following:

1. Azuria, Insituform.
2. Vortex
3. Or equal

B. The CIPP lining system installer shall be either the manufacturer of the CIPP liner or a licensed installer of one of the approved CIPP lining systems.

PART 3 EXECUTION

3.1 WATER FOR CONSTRUCTION PURPOSES

A. Water will be made available to the Contractor from nearby hydrants for pipeline cleaning and installation of the liner.

B. Operation of hydrants shall only be performed by Owner’s personnel.

C. Contractor shall provide backflow preventer that is approved by the Owner when water is drawn from Owner’s hydrants.

3.2 CLEANING AND PRE-LINING TELEVISION INSPECTION

A. Cleaning of the existing stormwater line shall, at a minimum, restore 95% of the pipes's original carrying capacity.

B. Clean pipe sections using a hydraulically propelled, high-velocity jet, or mechanically powered equipment where root intrusion and/or service pipe intrusions are to be removed. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all lines. The equipment shall carry its own water tank, auxiliary engines, pumps and hydraulically driven hose reel.

C. Take special precautions so as to prevent flooding of the upstream manholes and prevent damage to public or private property.

D. No material is permitted to be disposed of, or stored, at the Site. All material shall be properly disposed of off-site, in compliance with local, state and federal regulations.

E. After cleaning, television inspect the pipe in accordance with Section 02958. During inspection, service connection locations shall be carefully noted and logged as well as conditions that may prevent the proper installation of the liner. The Engineer shall be immediately notified in writing of unsuitable conditions.

F. Furnish the inspection reports and videos, for review and approval, in accordance with Section 02958.

3.3 LINING

A. Field verify all proposed liner lengths prior to construction.

B. During the lining procedure, lining contractor will coordinate with Wall Contractor to isolate wetland flow at the upstream manhole by using a sewer plug.

C. The liner insertion shall be done according to the manufacturer's recommended installation procedures. Make field measurements as needed to ensure correct fit of liner.

D. After liner insertion is completed, cure the liner according to the manufacturer's recommended curing procedures using heat and pressure. The liner shall be expanded until pressed tightly against the existing (host) pipe wall with a concave dimple appearing at each service connection. Curing pressures shall not exceed 15 psi.

E. The lining shall have the ability to expand at least 2 inches larger than the host pipe diameter without splitting or rupturing.

F. CIPP liner installation shall comply with ASTM F1216. Installation, reformation and processing shall cause no degradation of the liner physical properties.

G. For water inversion/cure installations, cool the cured-in-place liner to a temperature below 100 degrees Fahrenheit before releasing the static head. The cool down procedure may include the introduction of cool water into the inversion standpipe to replace water being drained from a small hole in the liner made at the downstream end.

H. For air inversion/steam cure installations, cool the cured-in-place liner to a temperature below 113 degrees Fahrenheit before relieving the internal pressure. The cool down procedure may also include the introduction of cool water into the inversion standpipe to replace the mixture of air and steam being drained from a small hole in the liner made at the downstream end.

I. Temperature or "thermocouple" logs shall be collected at the upstream and downstream manholes during the curing process to document that proper temperature, and cure times have been achieved.

J. The finished pipe shall be continuous (jointless) over the entire length of a lining run and be as free as commercially practicable from visual defects such as foreign inclusion, dry spots, pinholes, delamination, and wrinkles.

K. If the liner fails to form correctly (e.g., a section of liner does not cure fully, a liner lift, etc.) remove the failed liner and replace it with a new liner.

L. After the liner has formed, the ends of the liner shall be cut away neatly at Diversion Chamber C and Catch Basin. Provide a smooth transition between liner and existing manhole invert.

M. If, due to broken or misaligned pipe at the manhole wall, the new pipe fails to make a tight seal, apply a seal at the joint. The seal shall be of a resin mixture compatible with the pipe and shall be as recommended by the manufacturer. Other types of seals may be considered, and shall be submitted to the Owner for consideration. Seals shall be approved by the Owner prior to installation.

N. Prevent any escape of vapors from exceeding regulatory or guidance concentrations for contaminants within an occupied building or structure.

3.4 INSPECTION/TESTING

A. General

1. Test CIPP liner samples in accordance with ASTM F1216.

2. An independent testing laboratory shall test the cured-in-place pipe samples and the results shall be sent directly to the Engineer and Owner.

B. CIPP Liner

1. Collect, prepare and test liner samples for storm pipe being rehabilitated for tensile and flexural properties in accordance with ASTM F1216, Section 8.1.

a. Prepare plate samples from the same tube and resin as the liner being installed at the time of wet-out. Cure the plate samples for the same duration and under the same conditions as the liner being installed.

2. Measure wall thickness of liner samples.

3. Provide information on chemical resistance of liner per ASTM F1216.

3.5 CLEAN-UP

A. Upon acceptance of the installation work and testing, restore the project area affected by the operations to a condition at least equal to that existing prior to the work.

3.6 POST-LINING TELEVISION INSPECTION

A. Perform post-lining television inspection, with inspection report and videos, on the completed pipe segments, in accordance with Section 02958. Furnish two copies of the inspection reports and videos to the Engineer for review and approval.

B. Use a pan-and-tilt video camera for the post-construction television inspection.

C. Verify that the services have been reestablished to at least 90% of their capacity after completion of pipe lining.

END OF SECTION

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SECTION 02955

CLEANING OF UNDERGROUND PIPING AND STRUCTURES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Removal of dirt, rocks, sand and other material within underground piping
2. Root removal within underground piping

1.2 SUBMITTALS

A. Proposed cleaning procedures

B. Proposed cleaning equipment

C. Proposed root removal methods and equipment

D. Product data on the chemical root treatment material

E. A specimen product label indicating EPA approval of the chemical root product for storm drains

F. The manufacturer's recommended guidelines for proper mixing ratios for maximum daily usage of the chemical root product

G. The chemical root product manufacturer's recommended application methods

1.3 QUALITY ASSURANCE

A. Contractor shall have at least 5 years of experience cleaning underground piping and structures.

B. Contractor shall have successfully completed a minimum of 10 projects where piping and structures of similar size and condition to those on this project were cleaned.

C. Contractor shall have Confined Space Entry training.

PART 2 PRODUCTS

2.1 CLEANING EQUIPMENT

A. High-Velocity Jet (Hydrocleaning) Equipment

1. All high-velocity pipe cleaning equipment shall be constructed for ease and safety of operation.
2. The equipment shall have a selection of two or more high-velocity nozzles.
3. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be cleaned.

4. Equipment shall also include a high-velocity gun for washing and scouring structure walls and floors. The gun shall be capable of producing flows from a fine spray to a solid stream.

5. The equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel.

B. Mechanically Powered Equipment

1. Mechanically powered equipment includes power rodding machines, bucket machines and winches using root cutters and porcupines.

2. Machines shall be belt-operated or shall have an overload device.

3. Machines with direct drive that could cause damage to the pipe are not allowed.

4. A power rodding machine shall be either a sectional or continuous rod type capable of holding a minimum of 750 feet of rod. The rod shall be made of heat-treated steel. The machine shall be fully enclosed and have an automatic safety clutch or relief valve.

C. Vacuum-Operated Equipment

D. Other cleaning equipment approved by the Engineer

2.2 CHEMICAL ROOT TREATMENT PRODUCT

A. Chemical root treatment product shall be EPA certified and labeled for use in storm drain piping and structures and acceptable to the state agencies having jurisdiction over its use.

B. The active ingredient in the chemical root treatment shall be an aquatically approved (for storm drains), nonsystemic herbicide which will kill roots at low concentrations but will not permanently affect parts of the plant distant from the treated roots. The active ingredient shall be spontaneously detoxified by natural chemical/biochemical processes following its use.

C. The active ingredient in the chemical root treatment for inhibiting root regrowth shall inhibit root cell growth on contact but shall not be transported so as to damage other portions of the plant. The material shall form a persistent chemical barrier suppressing the growth of root tips. The material shall be sufficiently stable under conditions of use to provide protection for 12 months, but shall be subject to decomposition in wastewater treatment facilities without disturbing treatment facilities' processes.

D. To improve transportation of the active ingredients into root tissues, the root treatment material shall contain emulsifiers to degrease root masses and remove fatty acids from root tissue and surfactants to convert an aqueous solution of the root treatment agent into a volatile foam when using the proper aeration equipment. This method ensures root treatment material is held in the line until chemical reaction is complete and roots are fully exposed to the chemical.

E. The chemical root treatment material shall be composed of two dry components which, when mixed together and come into contact with water, foam immediately. Extra equipment such as a foam machine should not be required.

PART 3 EXECUTION

3.1 CLEANING OF PIPES AND STRUCTURES

A. Clean the items listed on the Drawings by hand; by using a hydraulically propelled, high-velocity jet; vacuum-operated equipment; mechanically powered equipment; or other methods/equipment approved by the Engineer. The methods used shall be capable of removing dirt, rocks, sand, roots, and other materials and obstructions from the piping and structures.

B. If cleaning of an entire pipe length cannot be completed from one end, set up the equipment at the other end of the pipe and then again attempt to clean the pipe section.

C. Restore pipes to a minimum of 95% of their original hydraulic capacity.

D. Remove and dispose of all dirt, rocks, sand, roots, and other materials within the structures and piping to be cleaned.

E. During pipe cleaning operations, take precautions in the use of equipment to prevent damage to public and private property.

F. When hydraulically propelled cleaning tools or flows which retard the flow in the pipe are used, take precautions to insure that the water pressure created does not cause damage or flooding of public or private property. When possible, use the flow in the pipe to provide the necessary pressure for hydraulic cleaning devices. When additional water from hydrants is necessary, conserve water and do not use unnecessarily. Use of hydrants must be approved by the Owner and the water distribution system owner (if different than the Owner).

3.2 CHEMICAL ROOT TREATMENT

A. Mix and apply root treatment product under the supervision of a state-certified pesticide (herbicide) applicator, as required by law.

B. Take precautions to protect all persons, vegetation, animals, and property.

C. Preparatory Procedures

1. Do not clean lines prior to chemical root treatment unless extensive grease, root masses, or debris preclude proper application of material (chemical root treatment is less effective when the root tips are damaged or removed through cleaning).

D. Flow Control

1. Maintain uninterrupted groundwater control during the work. f

2.

E. Mixing Procedures

1. Deliver materials to site in undamaged, unopened containers bearing the manufacturer’s original labels.

2. Mix root treatment material at time of application.

3. The water used shall be clear and free of acid, alkali, oxidizing agents, oil, or other organic materials.

4. Mixing water temperature shall be between 40 degrees F and 80 degrees F.

5. Mix root treatment material immediately, before injection of foam in pipeline.

F. Application Procedures

1. The volume of foam shall be sufficient to completely fill the air space above the flow within the pipe section and shall be sufficient to attach to and permeate the root masses.

2. The hose insertion method shall be used to inject the foam. Apply at sufficient pressure to penetrate a minimum of 5 feet into the service connections.

3. Pipe cleaning shall be scheduled for no less than 6 weeks after root treatment.

4. Perform chemical root treatment in accordance with the manufacturer's recommendations.

END OF SECTION

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SECTION 02958

TELEVISION INSPECTION OF PIPELINES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Closed-circuit television (CCTV) inspection of pipelines

B. Related Sections

1. Section 02955 - Cleaning of Underground Piping and Structures

2. 02953 Pipe Lining

1.2 SUBMITTALS

A. Manufacturer's product data for the television inspection equipment, including camera, television monitor, carriage, recording device, signal conductor cable, etc.

B. Information on database/software that will be used to store and review inspection data.

C. Sample of television inspection log that will be used. Provide a legend for all abbreviations, symbols, codes, etc. used on the logs.

D. Documentation submittals

1. Two printed copies of the television inspection reports provided during the course of the CCTV inspection (pre and post) work.

2. Two copies of the television inspection video and voice audio recordings saved onto a USB flash drive media, provided during the course of the CCTV inspection (pre and post) work.

1.3 QUALITY ASSURANCE

A. Personnel shall have confined space entry and other training as appropriate for the work to be performed.

PART 2 PRODUCTS

2.1 EQUIPMENT

A. Provide all equipment necessary to complete the video inspections with voice audio recordings, including, but not limited to, inspection studio, television camera, and video capture equipment.

B. The inspection equipment shall be acceptable and appropriate for use in storm water pipes

C. The inspection equipment shall be capable of inspecting the entire length of pipe where entry into the pipe can only be made from one end. The equipment shall be capable of providing a picture of acceptable quality at these maximum lengths, regardless of the

vibration caused by normal movement of the camera and the length of the signal conductor cable between the camera and the recording device.

D. The inspection equipment shall be capable of clearly televising the interior of a 54-inch diameter pipe and all larger sizes.

E. The television camera used for the inspection shall be one specifically designed and constructed for such inspection.

F. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe.

G. The camera shall be waterproof and operative in 100% humidity conditions.

H. The camera, television monitor, and other components of the video system shall be capable of producing a high quality color image with clear definition of pipe internal features.

I. A pan and tilt camera shall be used for the television inspection to provide the ability to view into the laterals to determine the accessibility of the lateral by the lateral inspection system (LIS) camera.

J. The pan and tilt camera shall be capable of 360 degree rotational scan. The tilt arc shall not be less than 225 degrees and the viewing angle shall be a minimum of 300 degrees. The lens position shall be operated remotely. Cameras incorporating mirrors for viewing sides or cameras using exposed rotating heads are not acceptable.

K. The camera shall be an auto-iris type with remote controlled manual override. The adjustment of focus and iris shall provide a minimum focal range of from 6 inches in front of the camera lens to infinity.

L. The distance along the pipe in focus from the initial point of observation shall be a minimum of twice the vertical height of the pipe.

M. The illumination must be such as to allow an even distribution of light, which will produce a clear picture around the pipe perimeter, regardless of diameter and without the loss of contrast, flare out of picture, or shadowing. The lighting system shall also minimize reflective glare and the intensity shall be fully adjustable. The camera lighthead shall include a high-intensity side viewing lighting system to allow illumination of internal sections of lateral pipe connections.

N. The television studio shall be insulated against noise and extremes in temperature and shall be large enough for two people for the purpose of viewing the television monitor while the inspection is in progress. The television studio shall be mounted on a mobile vehicle which allows safe and orderly movement of the inspection equipment.

O. The television monitor screen shall be not less than 17 inches, measured on the diagonal.

P. The television camera, monitor, and other components of the video system shall be capable of receiving and transmitting a picture having not less than 500 lines of resolution.

Q. The camera shall be mounted on a self-propelled vehicle or skid assembly that is able to ride over obstructions and cushion the camera against shock. The skid shall also have guards to keep the camera in line in the event of a turnover due to an obstruction.

R. The television inspection equipment shall meet the following criteria:

1. Color: The following colors shall be clearly differentiated: white, yellow, cyan, green, red, blue, and black.

2. Linearity: The background grid shall show squares of equal size, without convergence or divergence over the whole picture. The center circle shall appear round and have the correct height and width relationship.

3. Resolution: The live picture shall be displayed on a monitor capable of providing a clear, stable image free of electrical interference with a minimum horizontal resolution not less than 500 lines.

4. Color Consistency: To ensure that the camera shall provide similar results when used with its own illumination source, the lighting shall be fixed in intensity prior to commencing the survey. In order to ensure color consistency, generally no variation in illumination shall take place during the survey.

S. The monitor display shall incorporate an automatically updated record in feet and tenths of a foot of the distance along the pipe from the cable calibration point to the center point of the camera. Use a suitable metering device which enables the length of the pipe being inspected to be accurately measured to within ± 0.2 feet.

PART 3 EXECUTION

3.1 PREPARATION

A. Clean pipes to be video-inspected, where necessary to allow for inspection of the pipe, using hydraulically propelled, high-velocity jet or mechanically powered equipment. Restore pipes to a minimum of 95% of their original hydraulic capacity.

B. Clean pipes to be CCTV inspected in accordance with Specification Section 02955, Cleaning of Underground Piping and Structures.

C. Reduce flow level in pipe being inspected by controlling groundwater to meet the requirements described below, unless otherwise agreed to:

Maximum Depth of Flow for Television Inspection

12 inch to 24 inch pipe	**25% of pipe diameter**
Greater than 24 inch pipe	30% of pipe diameter

D. Alternatively, perform television inspection during off-peak hours when tidal water levels are lower.

3.2 INSPECTION

A. Television inspect pipes shown on the Drawings.

B. Move the camera through the pipe at a moderate rate, stopping where necessary to permit proper documentation of all pertinent features/defects. In no case will the television camera be pulled at a speed greater than 30 feet per minute.

C. Use manual winches, power winches, TV cable, powered rewinds or other devices to move the camera through the pipe that do not obstruct the camera view or interfere with

proper documentation of the pipe conditions. All winches shall be stable with either locking or ratcheting drums.

D. If, during the inspection operation, the television camera will not pass through the entire pipe section from one direction, set up equipment so that the inspection can be performed from the opposite direction, if possible.

E. When manually operated winches are used to pull the television camera through the pipe, use portable radios, telephones or other suitable means of communication between members of the crew located at each end of the pipe section being inspected to insure good communications.

F. The importance of accurate distance measurements is emphasized. Measurement for location of pipe features/defects shall be by means of a meter device. Marking on the cable or a similar method will not be allowed. Accuracy of the distance meter shall be checked by use of a measuring wheel, tape, or other suitable distance measuring device.

G. Record the following pipe features/defects, at a minimum, and report them on the inspection logs:

1. Pipe diameter and material of construction.

2. Joint spacing and the location of joints which appear to be damaged, incorrectly installed, shifted, open, or in any way deficient.

3. Description and location of pipe liner deficiencies

4. Description of severity and location of pipe obstructions.

H. Position the camera at the location of connecting pipes, and pan/tilt appropriately in order to obtain a clear view of the interior of the connecting pipe. Make note of any defects or infiltration visible within the connecting pipes.

I. Indicate direction of survey and distance to each feature/defect from the beginning of the inspection.

J. Provide an audio description of each feature/defect observed.

K. Report on the logs weather conditions, ground conditions, and surface cover.

L. Repair pipe damaged as a result of the inspections at no cost to the Owner.

M. Position camera head to reduce risk of picture distortion and along the longitudinal axis of the pipe. In circular pipes, position camera lens centrally, $\pm 10\%$ of the vertical pipe dimension. In non-circular pipes, position camera lens at mid-height and centered horizontally.

3.3 DOCUMENTATION

A. Television Inspection Logs

1. Prepare television inspection logs describing features/defects identified and their locations.

B. Video Recordings

1. Provide continuous digital video recordings of the inspection view as it appears on the television monitor. The image recorded shall be equal to or better than the quality of the original picture on the television monitor.

2. Provide a visual and voice audio description record of the pipe features/defects observed recorded simultaneously as original live recordings.

3. The audio portion of the recording shall be sufficiently free of electrical interference and background noise to produce an oral report that is clear, complete, and easily discernable. The audio portion of the video report shall include the location and identification of the pipe section inspected, the direction of travel, a description of the features/defects encountered, and the distance traveled.

4. Provide digitally formatted television inspection video/audio recordings saved onto USB flash drives with individual digital files for each recording completed.

5. Video recordings shall, by electronic means, display continuously and simultaneously generated transparent digital information as described below:

    a. At the start of each pipe section inspected:

        1) Size and length of pipe and pipe material

        2) Pipe section reference number

        3) Date of inspection

        4) Road name/location (city/town)

        5) Direction of inspection (upstream or downstream)

        6) Starting time of inspection

    b. Continuously during the inspection:

        1) Automatic update of the camera's position, in feet and tenths of feet from the beginning of the pipe section

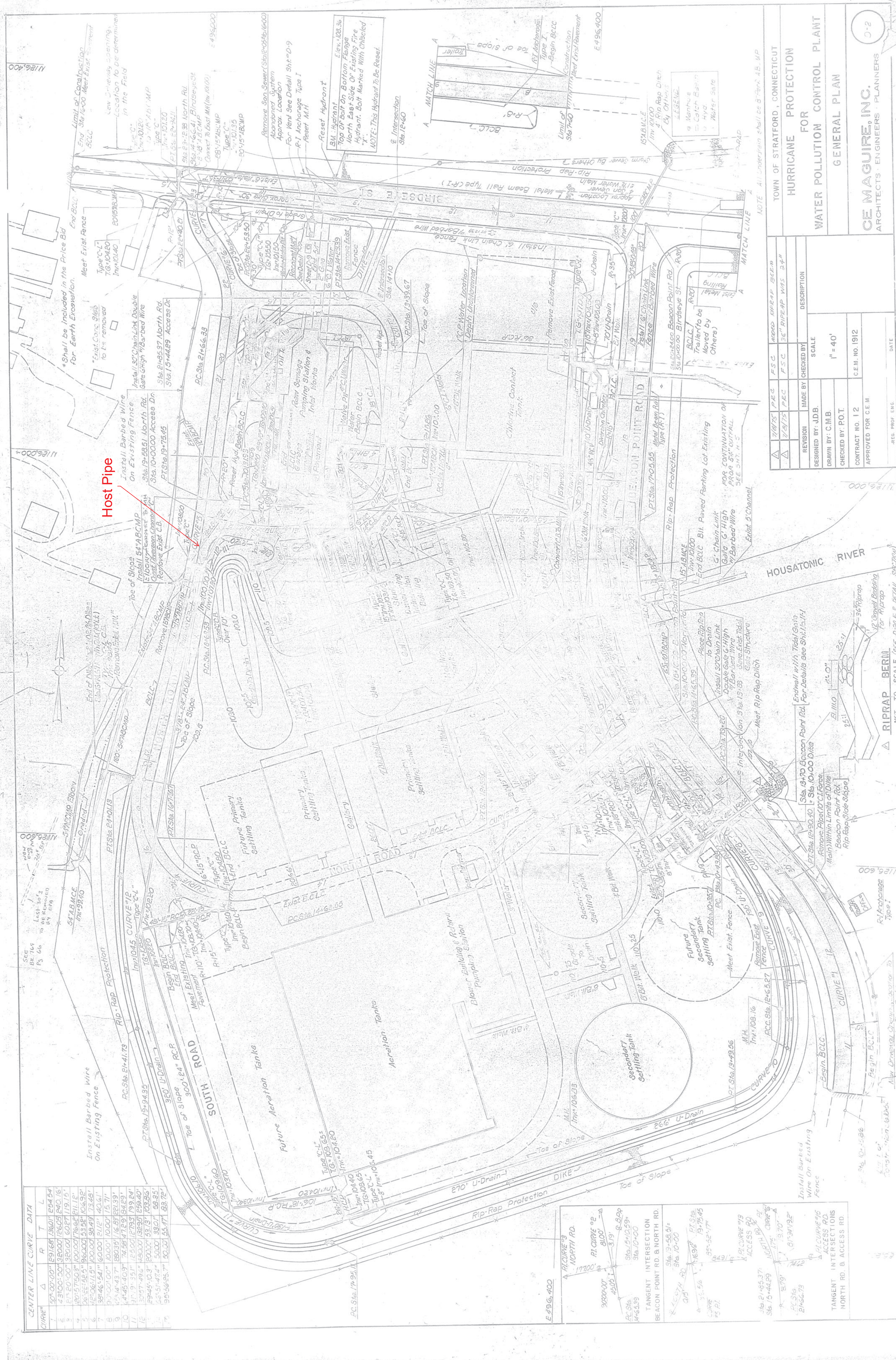
        2) Upstream and downstream locations (manholes reference numbers for sewers and drains).

END OF SECTION

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Tighe & Bond

APPENDIX A
1974 CE MAGUIRE HURRICANE PROTECTION FOR WPCF DRAWINGS


Host Pipe
TOWN OF STRATFORD, CONNECTICUT
HURRICANE PROTECTION FOR WATER POLLUTION CONTROL PLANT
GENERAL PLAN
CE MAGUIRE, INC.
ARCHITECTS ENGINEERS PLANNERS
HOUSATONIC RIVER
BEACON POINT ROAD
NORTH ROAD
SOUTH ROAD
RIPRAP BERM
NOT TO SCALE
MATCH LINE
Primary Settling Tank
Aeration Tanks
Future Aeration Tanks
Secondary Settling Tank
Chlorine Contact Tank
Rip-Rap Protection
DIKE
Toe of Slope
Install Barbed Wire On Existing Fence
TANGENT INTERSECTION BEACON POINT RD & NORTH RD
TANGENT INTERSECTIONS NORTH RD & ACCESS RD
CENTER LINE CURVE DATA

CROSS SECTIONS

SCALE 1 INCH = 5 FEET

FORM NO. ENG. 10 ED. 4-73

F. HW. A. REGION NO.	STATE	TOWN	FED. AID PROJ. NO.	PROJ. NO.	YEAR	ROUTE NO.	SHEET NO.	TOTAL SHEETS
1	CONN.							

Note: Dike Sta 24+02.86 = North Rd. Sta. 16+19.67

HOST PIPE

24+00 — NORTH ROAD STA 16+19

23+50 — NORTH ROAD STA 16+21

23+00 — SOUTH ROAD STA 15+75 / SOUTH ROAD STA 15+28 / NORTH ROAD STA 15+69

22+50 — 6' U Drain & Type C-1 C.B. Sta. 22+50 — 18" RCP — Type C-1 C.B. Sta. 22+35 — 15" RCP

Dike Sta 22+50 to Sta. 24+00

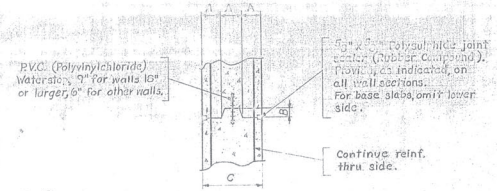
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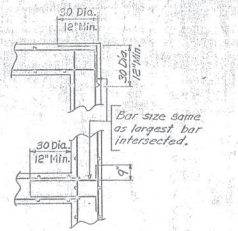
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Final Areas by .....
" " Checked by .....
Quantity Transferred by .....

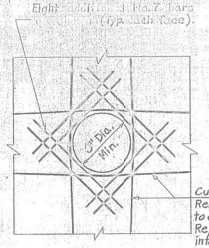
Buffalo, New York Printed in U.S.A.



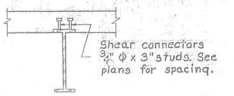
TYPICAL CONSTRUCTION JOINT DETAIL
NOT TO SCALE
HORIZONTAL OR VERTICAL



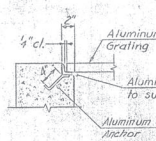
TYPICAL CORNER REINFORCING DETAILS
NOT TO SCALE



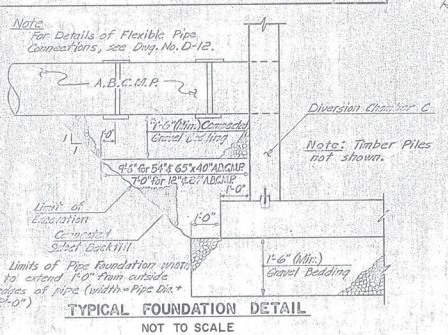
TYPICAL REINFORCING AROUND PIPE OPENING
NOT TO SCALE



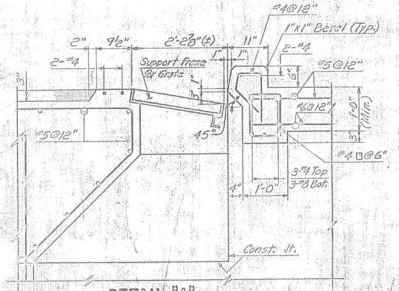
TYPICAL SHEAR CONNECTOR
NOT TO SCALE



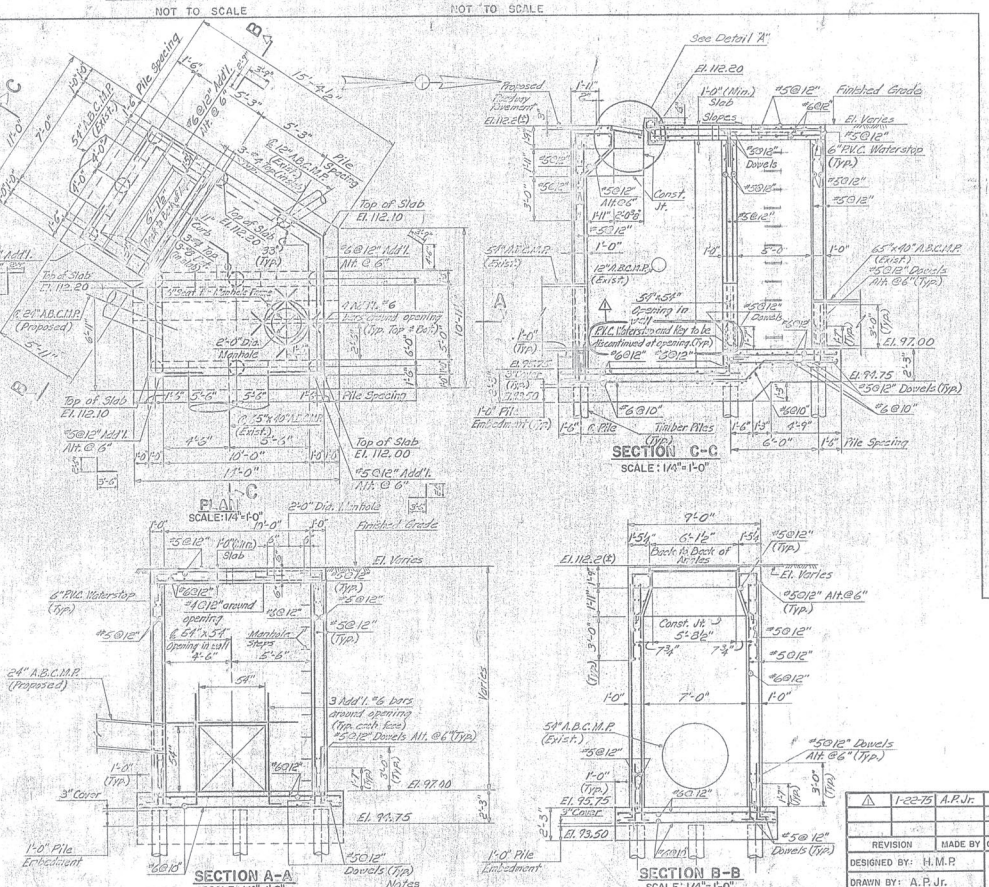
ALUMINUM GRATING DETAIL
NOT TO SCALE



TYPICAL FOUNDATION DETAIL
NOT TO SCALE



DETAIL "A"
SCALE: 3/4"=1'-0"



Notes
1. All piles to be Timber Piles (Capacity 22 Tons). Piles shall be of Douglas Fir or Southern Yellow Pine conforming to the requirements of A.S.T.M. Designation D25-70. All timber piles shall be preservative treated in accordance with the requirements of "American Wood Preservers Assoc. Standard C1-67 (See Specifications).
2. For sequence of construction, see Specifications.
3. For Details of grating and support frames, see Dwg. No. D-9.

DIVERSION CHAMBER C

GENERAL NOTES

Design Live Loads

Snow - 30 P.S.F.
Machinery and Heavy Equipment - 150 P.S.F.
Stairs - 100 P.S.F.
Vehicular - H20 (Diversion Chamber C)

Foundations

Except as noted on the plans, all base slabs and footings shall be placed on natural soil prepared in accordance with the applicable requirements of the specifications.

Cast in Place Concrete

1. Concrete design is based on the A.C.I. standard building code requirements for concrete (A.C.I. 318-71).
2. All concrete in walls, beams and slabs shall have a minimum compressive strength of 3,000 P.S.I. at the end of 28 days.
3. All reinforcing steel shall be A.S.T.M. A615 grade 40.
4. All reinforcing bars shall be lapped 30 bar dia. (min. 1'-0") except as noted.
5. Except as noted on the plans, concrete protection for reinforcing bars shall be as follows:
   A. 3" for foundation slabs exposed to water or sewage and cast against ground or concrete leveling pad.
   B. 2" for slabs and walls exposed to ground, weather, sewage or water. 1½" for #5 bars or smaller.
   C. ¾" for slabs and walls not exposed to ground, weather, sewage or water.

Structural Steel

Except as noted, all structural steel shall be A.S.T.M. A36 and shall conform to the A.I.S.C. specifications for the design, fabrication and erection of structural steel for buildings.

Steel Joists

Steel joists shall be L.H. series (as shown) and shall comply with the latest S.J.I. specifications.

Steel Roof Deck

Steel roof deck shall be 1½" with the ribs not more than 6" O.C. and shall be continuous for a minimum of three spans, unless otherwise noted. The deck shall be of sufficient gauge to carry a live load of 30 P.S.F. and a dead load of 18 P.S.F. with a maximum live load deflection of 1/240th of the span.

Miscellaneous

1. Concrete masonry reinforcement shall be installed in the first and second courses and immediately above lintels and above sills 8" apart and 16" elsewhere.
2. Fill concrete masonry with concrete - 2 courses under beams and slab supports, 3 courses under steel joists.
3. Below grade chambers and pumping station have been designed to resist hydrostatic uplift based upon total completions of these structures including placement of all backfill. The contractor shall be responsible for maintaining groundwater levels below lowest required excavation until satisfactory completion of required construction. See boring logs and observation well tables for groundwater levels.

Other Drawings

Structural drawings shall be used in conjunction with equipment, architectural, heating and ventilation, plumbing and electrical drawings. These drawings shall be referred to for sizes and locations of openings, vents, pipes, inserts boxes and hangers.

Aluminum Grating

1. Structural Aluminum in gratings and supporting members shall be of aluminum alloy 6061-T6 unless otherwise noted in the contract specifications. The gratings shall be able to support a load of 200 P.S.F.
2. Allowable stresses, design rules and fabrication procedures for Structural Aluminum shall be in accordance with the A.S.C.E. "Suggested Specifications for Structures of Aluminum Alloys 6061-T6 and 6063-T6."

REVISION	MADE BY	CHECKED BY	DESCRIPTION
1-22-75	A.P.Jr.	G.S.W.	Note re. Waterstop in "Section C-C"
DESIGNED BY: H.M.P		SCALE	
DRAWN BY: A.P.Jr.		AS SHOWN	
CHECKED BY: G.S.W.			
CONTRACT NO. 12		C.E.M. NO. 1912	
APPROVED FOR C.E.M.		10.30.73	
REG. PROF. ENG.		DATE	

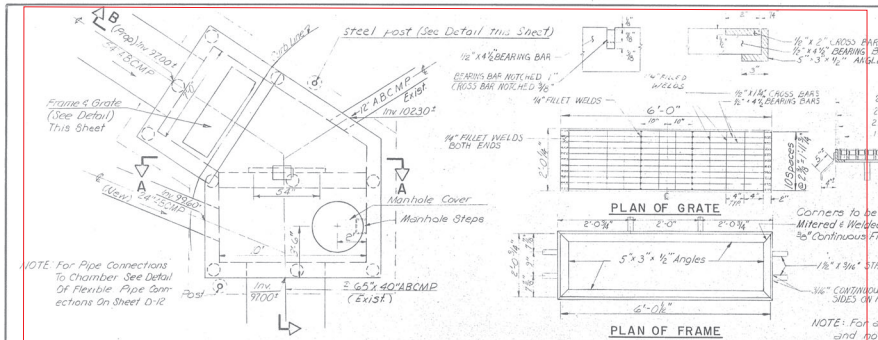
TOWN OF STRATFORD, CONNECTICUT

HURRICANE PROTECTION
FOR
WATER POLLUTION CONTROL PLANT
STRUCTURAL
DIVERSION CHAMBER C & TYPICAL DETAILS

CE MAGUIRE, INC.
ARCHITECTS · ENGINEERS · PLANNERS

S-1

This Drawing and Design is the property of CE Maguire, Inc.



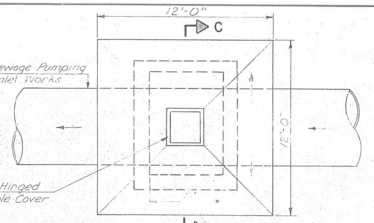
DIVERSION CHAMBER "C"

PLAN

SCALE: 1/4" = 1'-0"

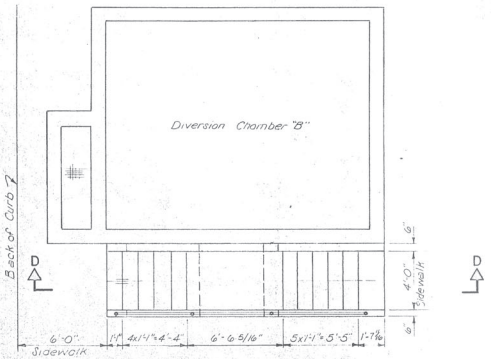
FRAME AND GRATE FOR TIDAL GATE STRUCTURE

NOT TO SCALE



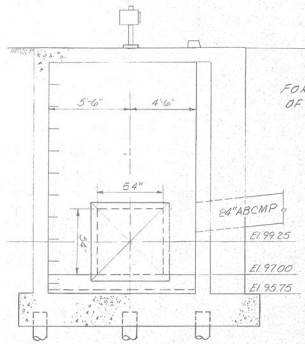
PLAN

SCALE: 1/4" = 1'-0"



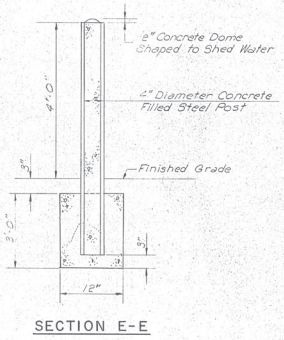
PLAN

SCALE: 1/4" = 1'-0"

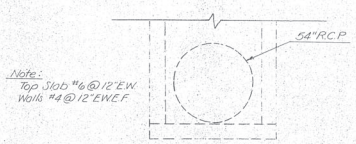


SECTION "A-A"

SCALE: 1/4" = 1'-0"



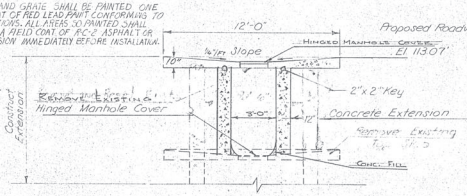
SECTION E-E

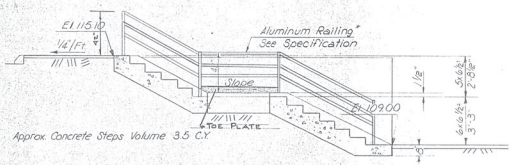


SECTION "C-C"

SCALE: 1/4" = 1'-0"

SEPTIC TANK DISPOSAL MANHOLE #1



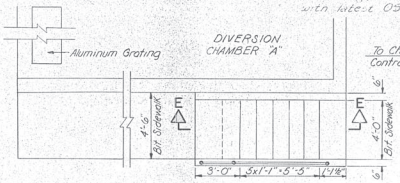


CONCRETE STEPS AT DIVERSION CHAMBER "B"

SECTION "D-D"

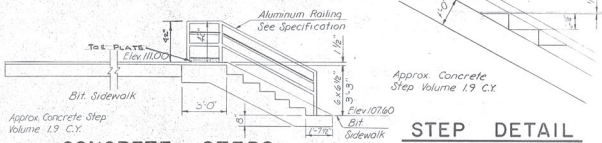
SCALE: 1/4" = 1'-0"

*Note: All railing, interior & exterior, shall comply with latest OSHA requirements



PLAN

SCALE: 1/4" = 1'-0"



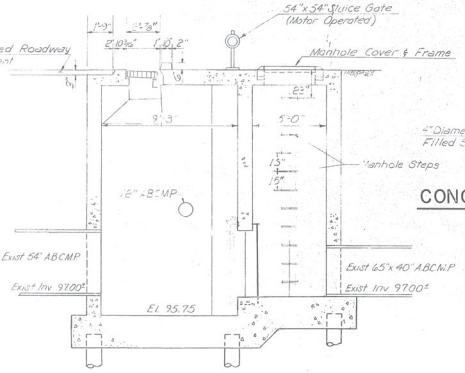
CONCRETE STEPS AT DIVERSION CHAMBER "A"

SECTION "E-E"

SCALE: 1/4" = 1'-0"

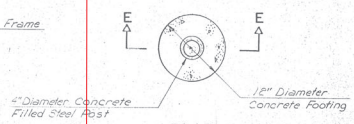
STEP DETAIL

SCALE: 1/2" = 1'-0"



SECTION "B-B"

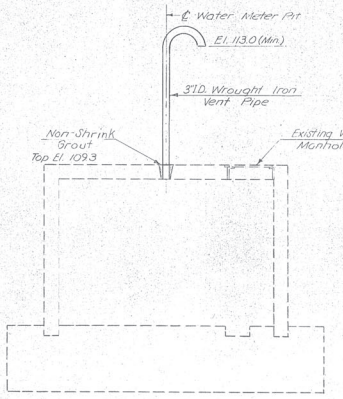
SCALE: 1/4" = 1'-0"



PLAN

CONCRETE FILLED STEEL POST

NOT TO SCALE



WATER METER PIT VENT

NOT TO SCALE

REVISION	MADE BY	CHECKED BY	DESCRIPTION
DESIGNED BY: K.R.W.		SCALE	
DRAWN BY: A.J.K.		As Shown	
CHECKED BY: P.O.T.			
CONTRACT NO. 12		C.E.M. NO. 1912	
APPROVED FOR C.E.M.			
REG. PROF. ENG.		DATE	

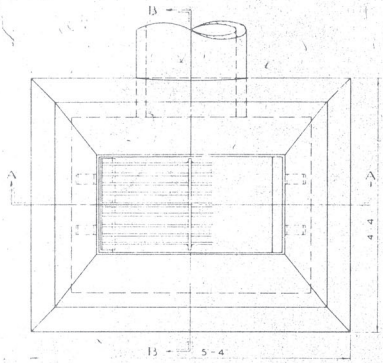
TOWN OF STRATFORD, CONNECTICUT

HURRICANE PROTECTION FOR WATER POLLUTION CONTROL PLANT

DRAINAGE DETAILS

CE MAGUIRE, INC.
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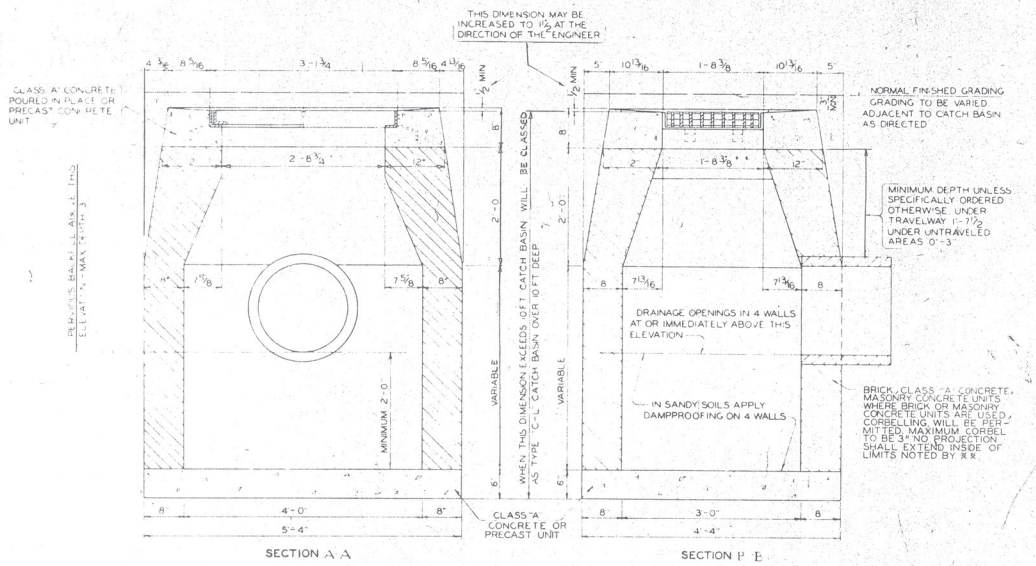
D-9



PLAN

WALLS OF ALL CATCH BASINS OVER 10FT. DEEP TO BE INCREASE TO 12" THICKNESS INSIDE DIMENSIONS TO REMAIN THE SAME.

TYPE "C-L" CATCH BASIN & TYPE "C-L" DROP INLET



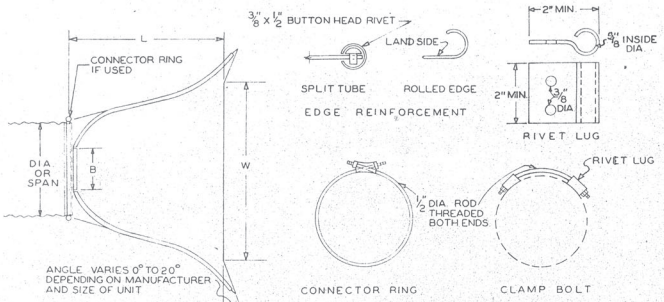
WHERE PRECAST CONCRETE UNIT IS USED FOR SUMP, THE TOP OF THE UNIT SHALL BE AT LEAST 6" BELOW THE BOTTOM OF THE PIPE OUTLET FITTING FROM THE CATCH BASIN.

TYPE "C-L" CATCH BASIN

REVISION	MADE BY	CHECKED BY	DESCRIPTION

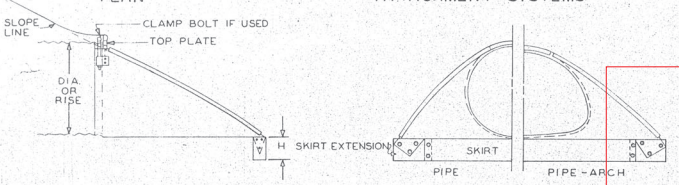
DESIGNED BY: K.R.W.
DRAWN BY: C.M.P.
CHECKED BY: P.O.T.
SCALE
CONTRACT NO. 12
C.E.M. NO. 1912
APPROVED FOR C.E.M.
REG. PROF. ENG.
DATE

TOWN OF STRATFORD, CONNECTICUT
HURRICANE PROTECTION
FOR
WATER POLLUTION CONTROL PLANT
DRAINAGE DETAILS
CE MAGUIRE, INC.
D-11



PLAN

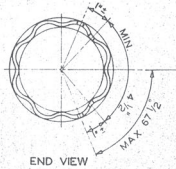
ATTACHMENT SYSTEMS



SIDE VIEW

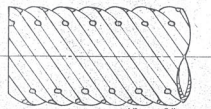
END VIEW

NOTE:
ALL CORRUGATED METAL PIPE & METAL CULVERT ENDS SHALL BE ASBESTOS BONDED



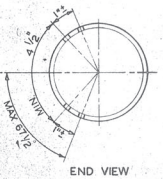
END VIEW

NOTE: PERFORATIONS TO BE PLACED UP UNLESS OTHERWISE DIRECTED.



MINIMUM- 4 ROWS OF 1/4" OR 3/8" HOLES SPACED AS SHOWN IN SPIRAL CORRUGATED OR CORRUGATED METAL PIPE.

NOTE:
SKETCHES SHOWN ABOVE FOR METAL PIPE INDICATE SPACING AND NUMBER OF PERFORATIONS IN 6" DIAMETER PIPE.- FOR OTHER DIAMETERS OF PIPE, HOLES WILL BE IN SIMILAR RELATIVE POSITION AND SPACED AS SHOWN IN LISTING BELOW.



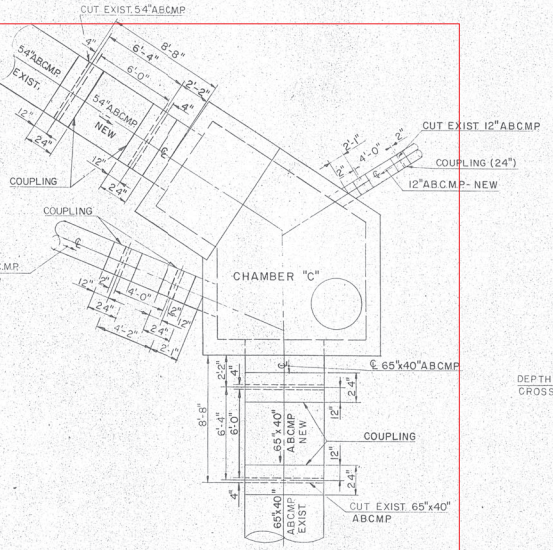
END VIEW

NOTE: PERFORATIONS TO BE PLACED UP UNLESS OTHERWISE DIRECTED.

NOMINAL INTERNAL DIAMETER	GALVANIZED SHEET GAGE NUMBER	MINIMUM NUMBER OF ROWS OF PERFORATIONS	MINIMUM WIDTH OF UNPERFORATED SEGMENT
6"	18	4	4 1/2"
8"	16	4	7"
10"	16	4	9"
12"	16	6	9 1/2"
15"	16	6	13"
18"	16	6	16 1/2"
21"	16	6	20"

PERFORATED ASPHALT COATED CORRUGATED METAL PIPE

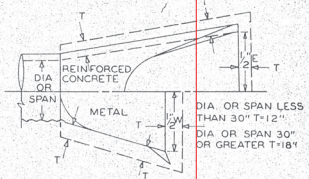
PERFORATED PIPE DETAILS



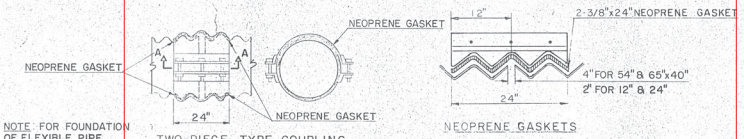
PIPE-ARCH DIA.		GAGE	DIMENSIONS			
			B	H	L	W
SPAN	RISE		(MAX.)	(1"±)	(1 1/2"±)	(2"±)
18"	11"	16	9"	6"	19"	30"
22"	13"	16	10"	6"	23"	36"
29"	18"	16	14"	6"	32"	48"
36"	22"	14	16"	6"	39"	60"
43"	27"	14	18"	8"	46"	75"
50"	31"	12	21"	9"	53"	85"
58"	36"	12	26"	12"	63"	90"
65"	40"	12	30"	12	70"	102"
72"	44"	12	33"	12	77"	114"

PIPE DIA.	GAGE	DIMENSIONS			
		B	H	L	W
		(MAX.)	(1" ±)	(1 1/2" ±)	(2" ±)
15"	16	8"	6"	26"	30"
18"	16	10"	6"	31"	36"
24"	16	13"	6"	41"	48"
30"	14	16"	8"	51"	60"
36"	14	19"	9"	60"	72"
42"	12	22"	11"	69"	84"
48"	12	27"	12"	78"	90"
54"	12	30"	12"	84"	102"
60"	12	33"	12"	87"	114"
72"	12	39"	12"	87"	126"
84"	12	45"	12"	87"	138"

METAL CULVERT END
ASPHALT COATED



HORIZONTAL PAYMENT LIMITS FOR TRENCH EXCAVATION-CULVERT ENDS

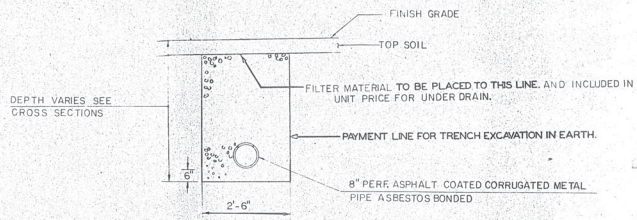


NOTE: FOR FOUNDATION OF FLEXIBLE PIPE CONNECTIONS SEE SHEET S-1

TWO-PIECE TYPE COUPLING
2 PIECE BAND WITH ANGLES

NEOPRENE GASKETS
SECTION A-A

FLEXIBLE PIPE CONNECTIONS TO CHAMBER "C"
NOT TO SCALE



UNDERDRAIN

NO.	MADE BY	APPROVED	DESCRIPTION
DESIGNED BY K.R.W.			
DRAWN BY C.M.B.			
TRACED BY P.O.T.			
CONTRACT NO. 12			
APPROVED FOR C.E.M.			

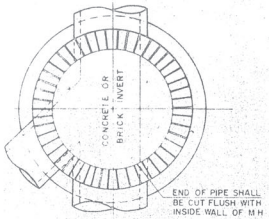
TOWN OF STRATFORD, CONNECTICUT

HURRICANE PROTECTION
FOR
WATER POLLUTION CONTROL PLANT

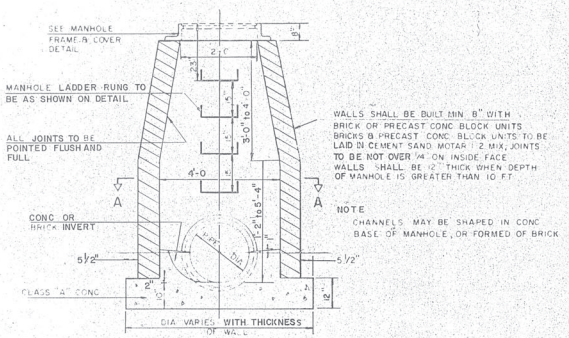
DRAINAGE DETAILS

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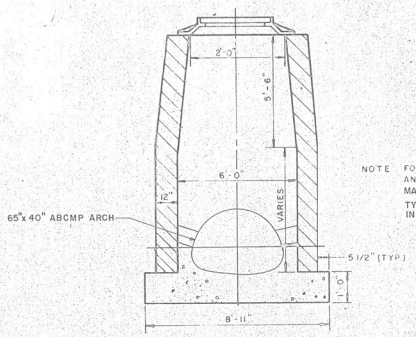
D-12



SECTION A - A

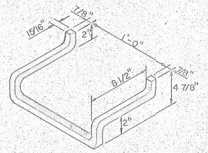


MANHOLE



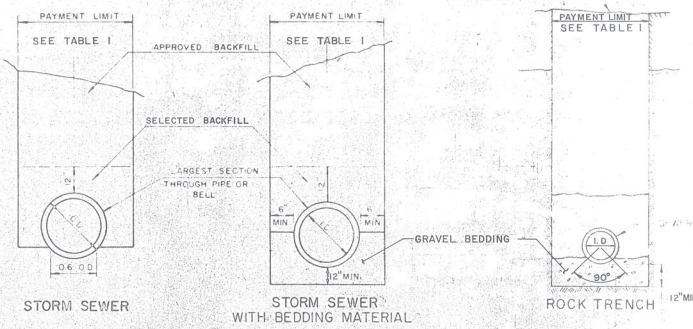
NOTE FOR FURTHER DETAILS AND MATERIALS SEE MANHOLE.
TYPE "A" MANHOLE FOR PIPE INSIDE DIAMETER 36" OR GREATER

MANHOLE
TYPE "A"



MANHOLE STEP
Forged Aluminum Safety Type Step Alloy 6061, Temper - T6

TABLE I
I.D+2' FOR PIPE UNDER 30"
I.D+3' FOR PIPE 30" & OVER
I.D= INSIDE DIAMETER
O.D.= OUTSIDE DIAMETER

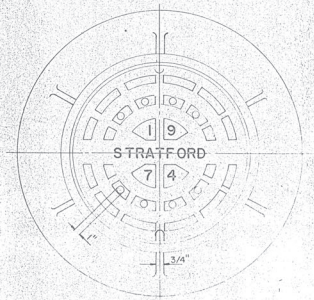


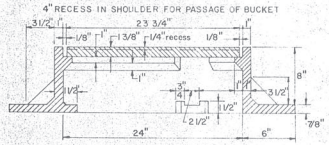
STORM SEWER

STORM SEWER WITH BEDDING MATERIAL

ROCK TRENCH

TYPICAL TRENCH AND PIPE FOUNDATION





STANDARD MANHOLE FRAME AND COVER
WATERBURY FOUNDRY CO. PATTERN NO. 3418

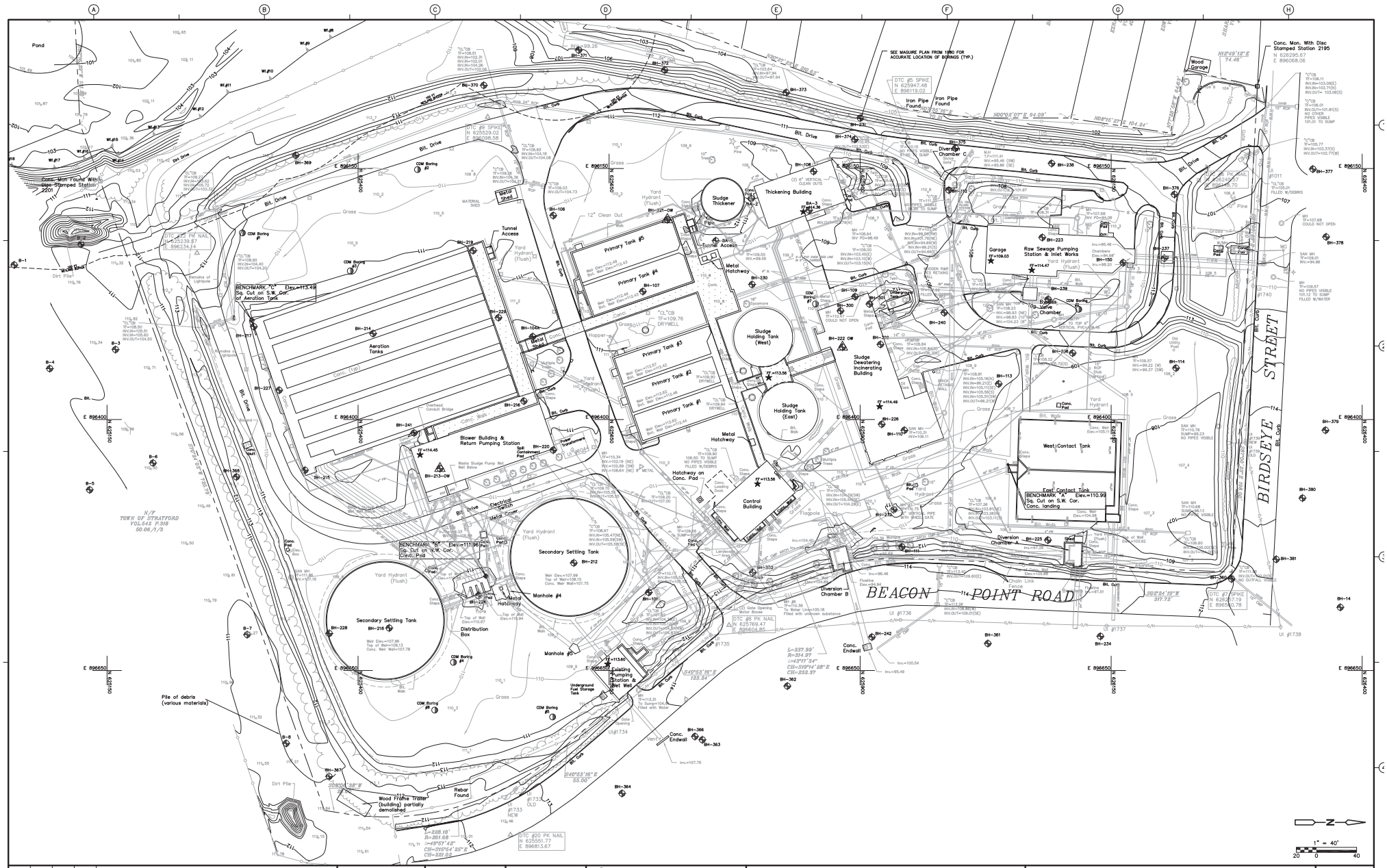
REVISION	MADE BY	CHECKED BY	DESCRIPTION

DESIGNED BY K.R.W.
DRAWN BY G.J.Z.
CHECKED BY P.O.T.
CONTRACT NO. 12
SCALE NOT TO SCALE
C.E.M. NO. 1912
APPROVED FOR C.E.M.
REG. PROF. ENG. DATE

TOWN OF STRATFORD, CONNECTICUT
HURRICANE PROTECTION FOR WATER POLLUTION CONTROL PLANT
MISCELLANEOUS DETAILS
C.E. MAGUIRE, INC. ARCHITECTS ENGINEERS
D-13

Tighe & Bond

APPENDIX B
2006 CDM WPCF
UPGRADE DRAWINGS



REV. NO.	DATE	DRWN	CHKD	REMARKS

CADD FILE NO: CSTPL001.DWG
DESIGNED BY: M.ERRICKSON
DRAWN BY: M.ERRICKSON
SHEET CHK'D BY: A.BEVILACQUA
CROSS CHK'D BY: M.HORNE
APPROVED BY:
DATE: MARCH 2006

CDM Camp Dresser & McKee Inc.
DIVERSIFIED TECHNOLOGY CONSULTANTS

TOWN OF STRATFORD, CONNECTICUT
CONTRACT No. 06-01

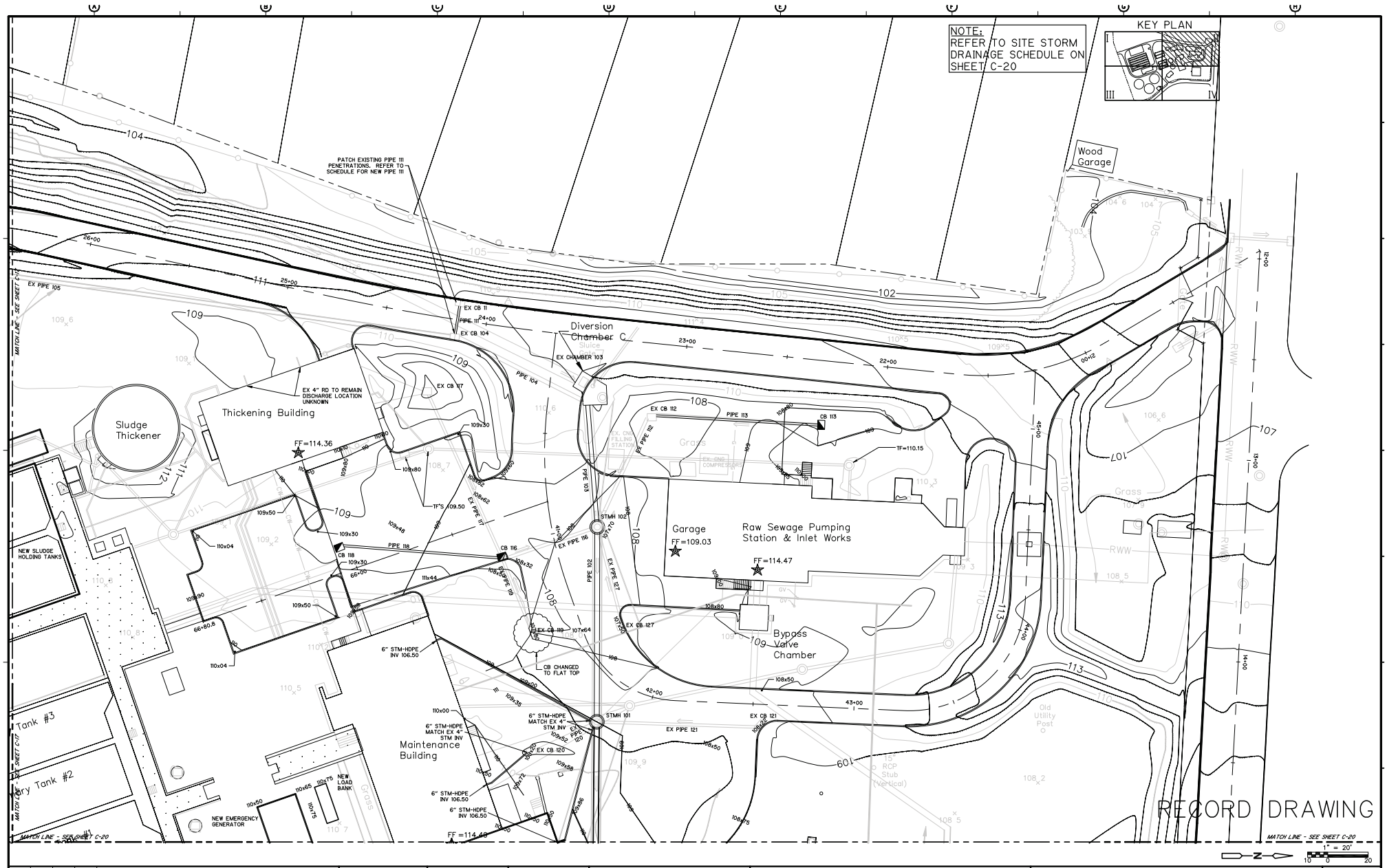
WATER POLLUTION CONTROL FACILITY UPGRADE

EXISTING CONDITIONS

PROJECT NO. 25472-41255

C-7

ACCESSION NO. 25472-68740



REV. NO.	DATE	DRWN	CHKD	REMARKS
1	8/23/10		SPC	AS BUILT DRAWINGS REVISED AUGUST 23, 2010

CADD FILE NO: CSTPL012.DWG
DESIGNED BY: M.ERRICKSON
DRAWN BY: M.ERRICKSON
SHEET CHK'D BY: A.BEVILACQUA
CROSS CHK'D BY: M.HORNE
APPROVED BY: M.ATLURU
DATE: MARCH 2006

CDM Camp Dresser & McKee Inc.
DIVERSIFIED TECHNOLOGY CONSULTANTS
666 WASHINGTON AVENUE NORTH HAVEN CT 06473
TEL. 203.239.4200 FAX. 203.234.7576
WWW.cdmdtc.com

TOWN OF STRATFORD, CONNECTICUT
CONTRACT No. 06-01

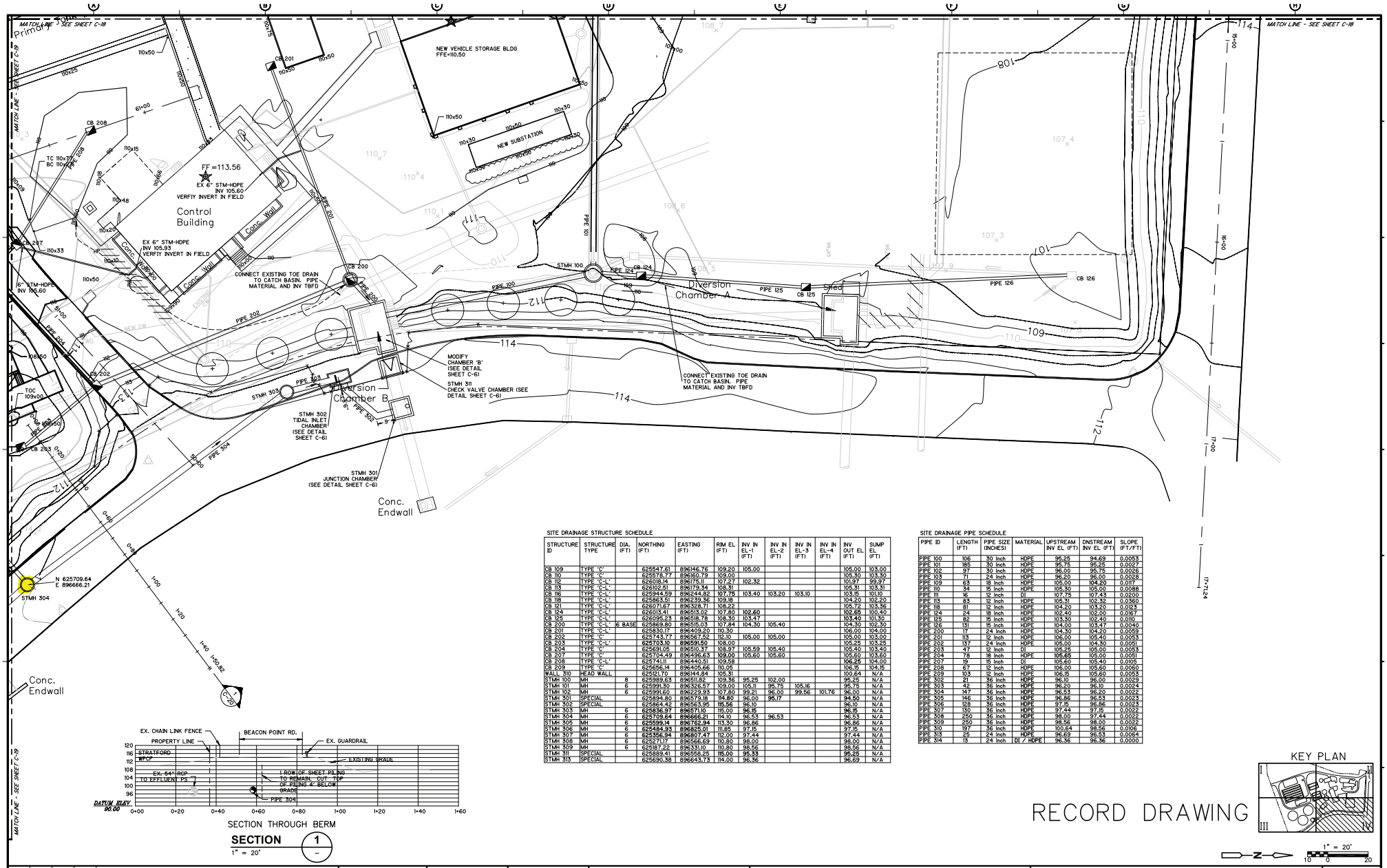
WATER POLLUTION CONTROL FACILITY UPGRADE

GRADING & DRAINAGE PLAN II
AS BUILT

PROJECT NO. 25472-41255

C-18

ACCESSION NO. 25472-68751



SECTION THROUGH BERM

SECTION 1
1" = 20'

SITE DRAINAGE STRUCTURE SCHEDULE

STRUCTURE ID	STRUCTURE TYPE	DIA. (FT)	NORTHING (FT)	EASTING (FT)	RIM EL (FT)	INV IN EL-1 (FT)	INV IN EL-2 (FT)	INV IN EL-3 (FT)	INV IN EL-4 (FT)	INV OUT EL (FT)	SUMP EL (FT)
CB 109	TYPE 'C'		625547.61	896146.76	109.20	105.00				105.00	103.00
CB 110	TYPE 'C'		625578.77	896160.79	109.00					105.30	103.30
CB 112	TYPE 'C-L'		626018.14	896175.11	107.27	102.32				101.97	99.97
CB 113	TYPE 'C-L'		626102.51	896179.34	108.51					105.51	103.51
CB 116	TYPE 'C-L'		625944.59	896244.82	107.75	103.40	103.20	103.10		103.15	101.10
CB 118	TYPE 'C-L'		625965.51	896239.36	109.18					104.20	102.20
CB 121	TYPE 'C-L'		626071.67	896328.71	108.22					105.72	103.36
CB 124	TYPE 'C-L'		626013.41	896513.02	107.80	102.60				102.65	100.40
CB 125	TYPE 'C-L'		626095.23	896518.78	108.30	103.47				103.40	101.50
CB 200	TYPE 'C-L'	6 BASE	625869.80	896515.03	107.84	104.30	105.40			104.30	102.30
CB 201	TYPE 'C-L'		625830.17	896409.20	110.30					106.00	104.00
CB 202	TYPE 'C'		625743.77	896567.52	112.10	105.00	105.00			105.00	103.00
CB 203	TYPE 'C-L'		625703.10	896591.50	108.00					105.25	103.25
CB 204	TYPE 'C'		625691.05	896510.37	108.97	105.59	105.40			105.40	103.40
CB 207	TYPE 'C'		625704.49	896496.63	109.00	105.60	105.60			105.60	103.60
CB 208	TYPE 'C-L'		625741.11	896440.51	109.58					106.25	104.00
CB 209	TYPE 'C'		625656.14	896405.66	110.05					106.15	104.15
WALL 310	HEAD WALL		625121.70	896144.84	105.31					100.64	N/A
STMH 100	MH	8	625989.63	896511.82	109.36	95.25	102.00			95.25	N/A
STMH 101	MH	6	625991.30	896326.67	109.00	105.11	95.75	105.16		95.75	N/A
STMH 102	MH	6	625991.60	896229.93	107.80	99.21	96.00	99.56	101.76	96.00	N/A
STMH 301	SPECIAL		625894.80	896579.18	114.80	96.00	96.17			94.50	N/A
STMH 302	SPECIAL		625864.42	896563.95	115.56	96.10				96.10	N/A
STMH 303	MH	6	625836.97	896571.10	115.00	96.15				96.15	N/A
STMH 304	MH	6	625709.64	896666.21	114.10	96.53	96.53			96.53	N/A
STMH 305	MH	6	625599.14	896762.94	113.30	96.86				96.86	N/A
STMH 306	MH	6	625484.93	896825.01	111.85	97.15				97.15	N/A
STMH 307	MH	6	625356.94	896807.47	112.00	97.44				97.44	N/A
STMH 308	MH	6	625271.17	896566.69	110.80	98.00				98.00	N/A
STMH 309	MH	6	625187.22	896331.10	110.80	98.56				98.56	N/A
STMH 311	SPECIAL		625889.41	896558.25	115.00	96.33				95.25	N/A
STMH 313	SPECIAL		625690.38	896643.73	114.00	96.36				96.69	N/A

SITE DRAINAGE PIPE SCHEDULE

PIPE ID	LENGTH (FT)	PIPE SIZE (INCHES)	MATERIAL	UPSTREAM INV EL (FT)	DNSTREAM INV EL (FT)	SLOPE (FT/FT)
PIPE 100	106	30 inch	HDPE	95.25	94.69	0.0053
PIPE 101	185	30 inch	HDPE	95.75	95.25	0.0027
PIPE 102	97	30 inch	HDPE	96.00	95.75	0.0026
PIPE 103	71	24 inch	HDPE	96.20	96.00	0.0028
PIPE 109	63	18 Inch	HDPE	105.00	104.20	0.0127
PIPE 110	54	15 Inch	HDPE	105.30	105.00	0.0088
PIPE 111	16	12 Inch	DI	107.75	107.43	0.0200
PIPE 113	83	12 Inch	HDPE	105.51	102.32	0.0360
PIPE 118	81	12 Inch	HDPE	104.20	103.20	0.0123
PIPE 124	24	18 Inch	HDPE	102.40	102.00	0.0167
PIPE 125	82	15 Inch	HDPE	103.30	102.40	0.0110
PIPE 126	131	15 Inch	HDPE	104.00	103.47	0.0040
PIPE 200	17	24 Inch	HDPE	104.30	104.20	0.0059
PIPE 201	113	12 Inch	HDPE	106.00	105.40	0.0053
PIPE 202	137	24 Inch	HDPE	105.00	104.30	0.0051
PIPE 203	47	12 Inch	DI	105.25	105.00	0.0053
PIPE 204	78	18 Inch	HDPE	105.65	105.00	0.0051
PIPE 207	19	15 Inch	DI	105.60	105.40	0.0105
PIPE 208	67	12 Inch	HDPE	106.00	105.60	0.0060
PIPE 209	103	12 Inch	HDPE	106.15	105.60	0.0053
PIPE 302	21	36 Inch	HDPE	96.10	96.00	0.0029
PIPE 303	42	36 Inch	HDPE	96.20	96.10	0.0024
PIPE 304	147	36 Inch	HDPE	96.53	96.20	0.0022
PIPE 305	146	36 Inch	HDPE	96.86	96.53	0.0023
PIPE 306	128	36 Inch	HDPE	97.15	96.86	0.0023
PIPE 307	130	36 Inch	HDPE	97.44	97.15	0.0022
PIPE 308	250	36 Inch	HDPE	98.00	97.44	0.0022
PIPE 309	250	36 Inch	HDPE	98.56	98.00	0.0022
PIPE 310	197	36 Inch	HDPE	100.64	98.56	0.0106
PIPE 313	25	24 Inch	HDPE	96.69	96.53	0.0064
PIPE 314	13	24 Inch	DI / HDPE	96.36	96.36	0.0000

KEY PLAN

RECORD DRAWING

1" = 20'

REV. NO.	DATE	DRWN	CHKD	REMARKS
1	8/23/10		SPC	AS BUILT DRAWINGS REVISED AUGUST 23, 2010

CADD FILE NO: CSTPL014.DWG
DESIGNED BY: M.ERRICKSON
DRAWN BY: M.ERRICKSON
SHEET CHK'D BY: A.BEVILACQUA
CROSS CHK'D BY: M.HORNE
APPROVED BY: M.ATLURU
DATE: MARCH 2006

CDM Camp Dresser & McKee Inc.
DIVERSIFIED TECHNOLOGY CONSULTANTS
555 WASHINGTON AVENUE NORTH HAVEN CT 06473
TEL. 203.239.4200 FAX. 203.234.7376
www.cdmnhc.com

TOWN OF STRATFORD, CONNECTICUT
CONTRACT No. 06-01

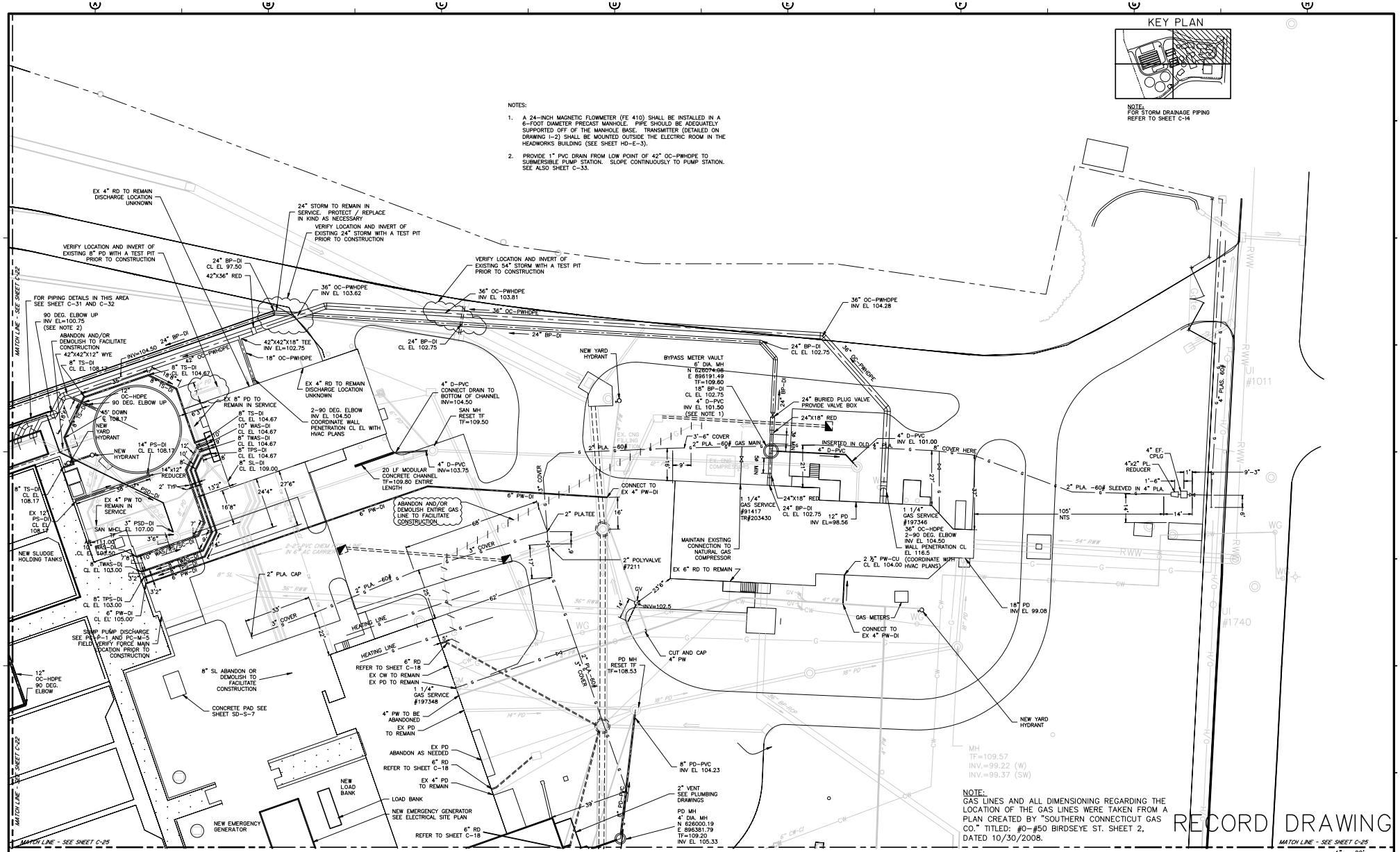
WATER POLLUTION CONTROL FACILITY UPGRADE

GRADING & DRAINAGE PLAN IV
AS BUILT

PROJECT NO. 25472-41255

C-20

ACCESSION NO. 25472-68753



REV. NO.	DATE	DRWN	CHKD	REMARKS
1	8/23/10		SPC	AS BUILT DRAWINGS REVISED AUGUST 23, 2010

CADD FILE NO: CSTPL017.DWG
DESIGNED BY: M.ERRICKSON
DRAWN BY: M.ERRICKSON
SHEET CHK'D BY: A.BEVILACQUA
CROSS CHK'D BY: M.HORNE
APPROVED BY: M.ATLURU
DATE: MARCH 2006

CDM Camp Dresser & McKee Inc.
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666 WASHINGTON AVENUE NORTH HAVEN CT 06473
TEL. 203.239.4200 FAX. 203.234.7576
www.cdm.com

TOWN OF STRATFORD, CONNECTICUT
CONTRACT No. 06-01

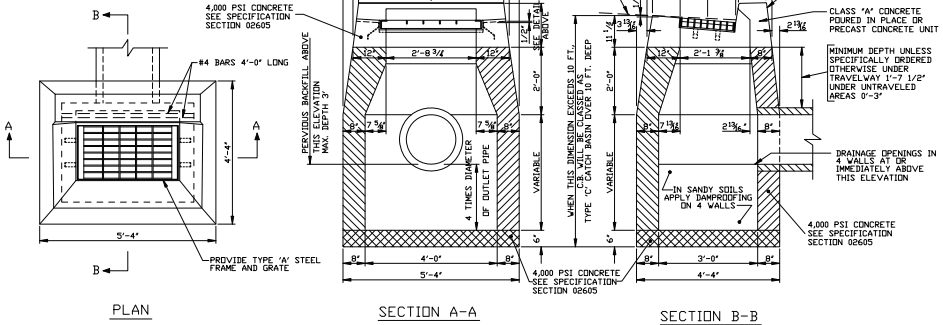
WATER POLLUTION CONTROL FACILITY UPGRADE

YARD PIPING PLAN II
AS BUILT

PROJECT NO. 25472-41255

C-23

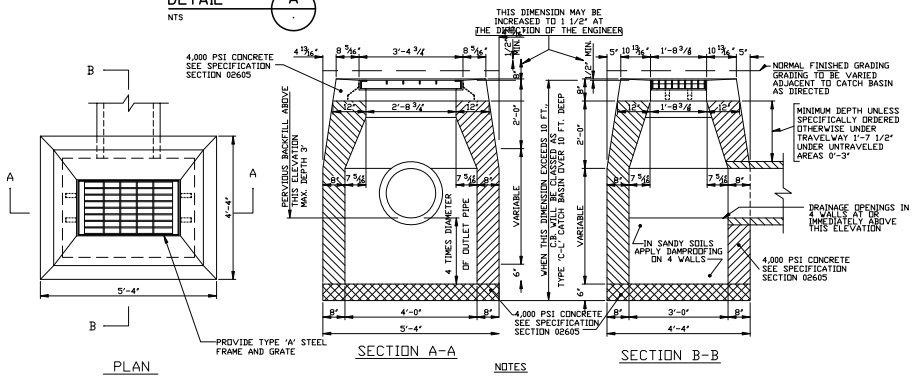
ACCESSION NO. 25472-68756



NOTES

1. WHERE PRECAST CONRETE UNIT IS USED FOR THE SUMP, THE TOP OF THE UNIT SHALL BE AT LEAST 6" BELOW THE BOTTOM OF THE PIPE OUTLETTING FROM THE CATCH BASIN
2. FRAME AND GRATE SHALL BE CONN DOT TYPE 'A'. WHERE THE TYPE 'C' CATCH BASIN IS CONSTRUCTED IN PAVEMENT AREA, THE NORMAL CROSS SLOPE OF THE GUTTER SHALL BE VARIED TO MATCH SLOPE OF GRATE DETAILS.
4. THE WALLS OF ALL CATCH BASINS OVER 10 FT. DEEP TO BE INCREASED TO 12" THICKNESS, WHILE INSIDE DIMENSIONS TO REMAIN THE SAME.
5. THE COST OF THE REINFORCEING STEEL TO BE INCLUDED IN THE BID PRICE OF THE TYPE 'C' CATCH BASIN.
6. ALL CATCH BASINS MUST BE CONSTRUCTED WITH HOODS.

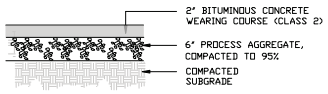
TYPE "C" CATCH BASIN
DETAIL A
NTS



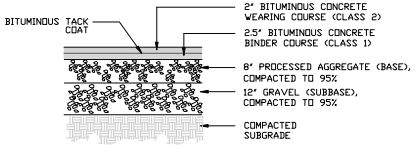
NOTES

1. WHERE PRECAST CONRETE UNIT IS USED FOR THE SUMP, THE TOP OF THE UNIT SHALL BE AT LEAST 6" BELOW THE BOTTOM OF THE PIPE OUTLETTING FROM THE CATCH BASIN
2. FOR DETAILS OF FRAME AND GRATE, SEE CONN. DOT STANDARD SHEET 507-K.
3. THE WALLS OF ALL CATCH BASINS OVER 10 FT. DEEP TO BE INCREASED TO 12" THICKNESS, WHILE INSIDE DIMENSIONS TO REMAIN THE SAME.
4. TYPE 'C-L' CATCH BASIN MUST BE CONSTRUCTED WITH HOOD

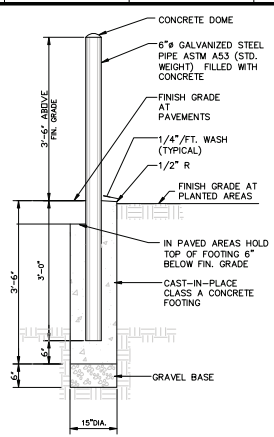
TYPE "C-L" CATCH BASIN
DETAIL D
NTS



SIDEWALK
BITUMINOUS CONCRETE
PAVEMENT SECTION (LIGHT DUTY)
DETAIL G
NTS

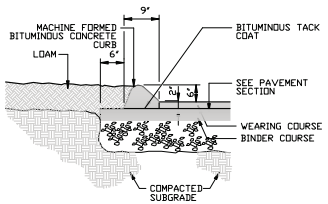


DRIVEWAY / PARKING LOT
BITUMINOUS CONCRETE
PAVEMENT SECTION (HEAVY DUTY)
DETAIL H
NTS

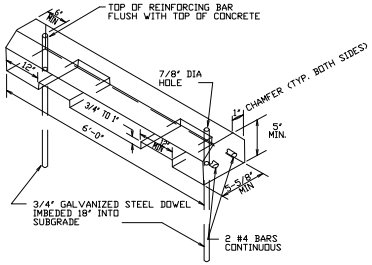


UTILITY BOLLARD
DETAIL B
NTS

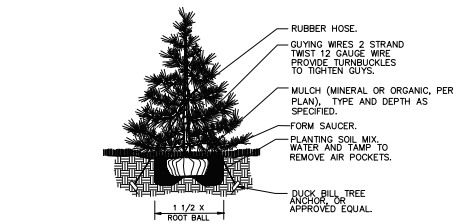
NOTE: WHERE BIT. CURB IS OVERLAID ON EXISTING PAVEMENT, INCREASE PAVEMENT WIDTH AS INDICATED; LAY CURBLINE STRAIGHT AND PROVIDE SMOOTH TRANSITIONS.



BITUMINOUS CONCRETE LIP CURB
DETAIL E
NTS

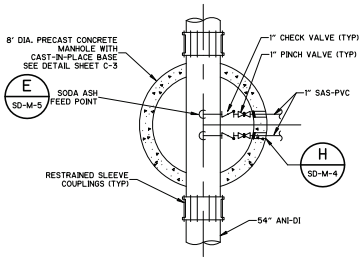


PRECAST CONCRETE WHEEL STOP
DETAIL I
NTS

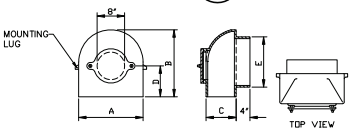


NOTES:
1. PROVIDE STAKING AS REQUIRED.
2. PLANT SO THAT TOP OF ROOT FLAIR IS EVEN WITH THE FINISHED GRADE.
3. REMOVE ALL CONTAINERS AND BASKETS FROM ROOT BALL.
4. REMOVE BURLAP FROM TOP 1/3 OF ROOT BALL

EVERGREEN PLANTING
DETAIL C
NTS



SODA ASH INJECTION MANHOLE
DETAIL F
NTS C-22



PATTERN NUMBER	DIMENSIONS IN INCHES						PIPE SIZE
	A	B	C	D	E	F	
9500-06	14	19 1/2	7 1/2	10	5 5/8	9 1/2	6
9500-08	14	19 1/2	7 1/2	10	7 5/8	9 1/2	8
9500-10	14	19 1/2	7 1/2	10	9 5/8	9 1/2	10
9500-12	14	19 1/2	7 1/2	10	11 5/8	9 1/2	12
9500-15	23	28 1/2	10	16 1/2	14 5/8	15	15
9500-18	23	28 1/2	10	16 1/2	17 5/8	15	18

NOTE:
CATCHBASIN HOODS MUST BE INSTALLED IN ALL NEW CATCHBASINS ON THE OUTLET PIPES OF 18 INCHES IN DIAMETER OR LESS.
ALL HOODS SHALL BE CAMPBELL FOUNDARY OR APPROVED EQUAL.
ATTACH HOOD TO CATCHBASIN WITH HARDWARE AS DIRECTED BY THE MANUFACTURER

CATCH BASIN HOOD
DETAIL J
NTS

REV. NO.	DATE	DRWN	CHKD	REMARKS
1	8/23/10		SPC	AS BUILT DRAWINGS REVISED AUGUST 23, 2010

CADD FILE NO: CSTDT004.DWG
DESIGNED BY: M.ERRICKSON
DRAWN BY: M.ERRICKSON
SHEET CHK'D BY: A.BEVILACQUA
CROSS CHK'D BY: M.HORNE
APPROVED BY: M.ATLURU
DATE: MARCH 2006

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TOWN OF STRATFORD, CONNECTICUT
CONTRACT No. 06-01

WATER POLLUTION CONTROL FACILITY UPGRADE

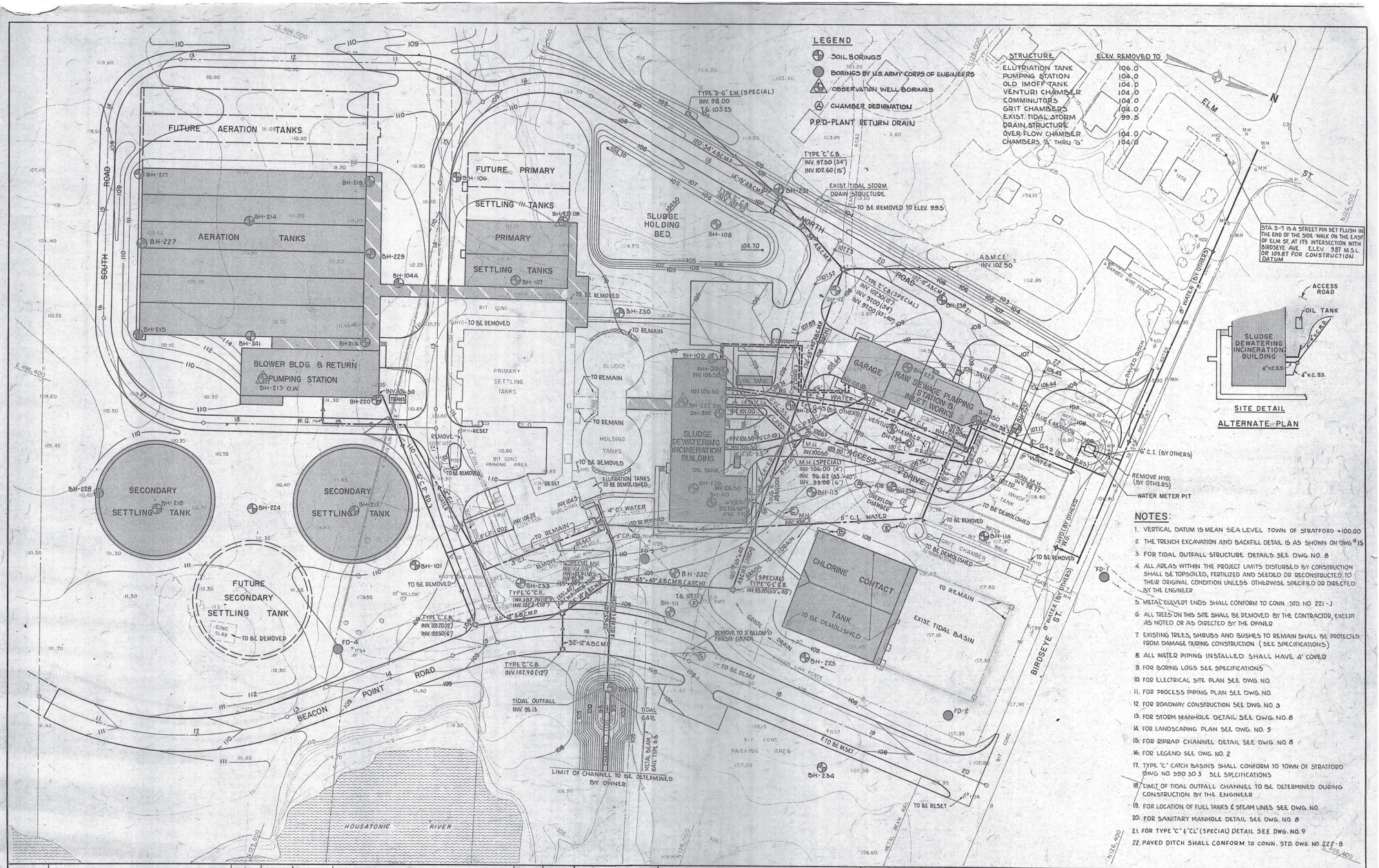
CIVIL DETAILS III
AS BUILT

PROJECT NO. 25472-41255

C-4

ACCESSION NO. 25472-68737

APPENDIX C
1970 CE MAGUIRE WPCF DRAWINGS



REVISION NUMBER	DESCRIPTION	INT.	DATE	REVISION NUMBER	DESCRIPTION	INT.	DATE

DRAWN: A. J. JALINSKAS DESIGNED: A. T. STUMBERS
CHECKED: R. D. TONG APPROVED: O. E. JOHNSON
DATE: AUGUST 1970

CHARLES A. MAGUIRE & ASSOCIATES
ENGINEERS
PROVIDENCE, R.I. WETHERSFIELD, CONN. BOSTON, MASS.

APPROVED
TOWN OF STRATFORD

TOWN OF STRATFORD, CONNECTICUT
SYSTEM OF SEWERS
CONTRACT NO. 2

GENERAL
SITE GRADING, DRAINAGE AND BORING LOCATIONS

SCALE 1" = 40'
C.A.M. NO. 1165
DRAWING NO. 4