



*Capital Region
Development Authority*

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September 21, 2018

Addendum #1

Regional Market Paving Project

CRDA Project No. 19-003

This addendum dated September 21, 2018 forms a part of the Contract Documents and modifies the original Bidding Documents. Please acknowledge receipt of this Addendum below and submit with bid package. Failure to do so may subject the Bidder to disqualification.

Attachment: Revised Invitation to Bid: Instruction to Bidders: **All revisions are in Red**

Bid date and time remain the same.

End of Addendum #1

Contractor:

Signature:

Instructions to Bidders

**Project: Hartford Regional Market Paving Repairs
CRDA Project # 19-003**

**Location 101 Reserve Road
Hartford, Connecticut**

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PART 1 – PROJECT DESCRIPTION

1.1 PROJECT **Hartford Regional Market, Paving Repairs
CRDA 19-003**

1.2 BID DUE DATE: **October 1, 2018**
TIME: 1:00 PM

1.3 PROJECT DESCRIPTION

The Capital Region Development Authority (“CRDA”) is seeking bids for the following project:

The Hartford Regional Market Paving Repairs (“Project”) consists of critical repairs, milling and resurfacing of paved areas, grading of unpaved areas and cleaning of drainage basins and piping in accordance with the Proposed Paving Plan (“Paving Plan”) by Goman & York attached hereto as Schedule A, at the Hartford Regional Market (“Market”) located at 101 Reserve Road, Hartford, CT.

The condition of existing paving is having an adverse impact on the operations of the Market, therefore, CRDA is requesting proposals from Site/Paving Contractors prequalified by DAS, to complete this project during the fall of 2018. Pavement resurfacing must be completed this season prior to the close of the asphalt plants. The successful bidder will enter into a new Contract direct with CRDA. The contract will be the AIA A104-2017.

The successful Bidder must have proven experience paving large areas in operating facilities and demonstrate their ability to meet this project’s schedule goals.

This will be a unit cost contract. Unit Cost Bid Items are based on estimated quantities included in the Paving Plan and indicated on the Bid Form. Estimated Quantities are provided to serve as a basis for bid comparison, selection and award. CRDA, at its sole discretion, will determine priority and specific areas to be completed in order to remain within funding restraints. Payment for Unit Cost line items will be based on in-place work to be verified by field measure.

The Successful Bidder shall utilize the site plan attached hereto as Schedule B to provide a plan mark-up to scale indicating completed work which will be the basis of payment.

All Bid Item Unit Costs shall include all labor, materials, equipment, temporary facilities, permits, traffic control, overhead and profit and any and all other items required to complete each specific Bid Item. Bidders shall visit the site and evaluate the area of each Bid Item to insure that the Bid Item Unit Cost includes all work required as indicated in Part 2 below.

The Hartford Regional Market is an operating facility. The successful bidder shall cooperate with CRDA, market operations and individual tenants and develop a sequence plan that will facilitate on-going market operations and access to the truck docks. Dust control is extremely important.

Bidders are advised that a good faith effort is required for participation in this contract by Small Business Enterprises (SBE) and Minority Business Enterprises (MBE). The SBE goal is twenty-five (25) percent of the contract value, with twenty-five (25) percent of that amount (6.25 percent of the overall project) as the MBE goal.

Bidders are advised that this project is subject to the prevailing wage requirements of Connecticut General Statutes Section 31-53. Conformance to the prevailing wage rates is required. Wage rate certifications are to be submitted with all applications for progress payment. No payment will be made unless the wage rate certifications have been properly completed. Submission of certified payrolls is required.

CRDA reserves the right to reject any or all bids and to waive any or all informalities or technical defects, if it is deemed to be in the best interest of CRDA.

An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply.

1.4 PROJECT SCHEDULE

The successful Bidder will mobilize within two weeks of Notice of Award and complete all work this season prior to winter and the close of the asphalt plants.

PART 2 – PROJECT SCOPE OF WORK

This project includes, but is not limited to:

2.1 Bid Item #1 – General Provisions

- A. General Mobilization/Demobilization on a phased basis over three years
- B. Provision of Insurance

2.2 Bid Item #2 – Main Driveway (47,500 sf):

Provide the following Scope of Work in accordance with the specifications outlined in Schedule E:

- A. Provide fabric sedimentation protection at drainage basins. Protect all existing catch basin inlets, manholes, utility valve boxes, and any similar structures from damage.
- B. Provide full depth repair of the asphalt base at potholes and other severely damaged areas. This work will be invoiced under Bid Item #8, Full Depth Repairs.
- C. Provide milling of existing paving to 2” depth. Stockpile millings at the southwest of Building A.
- D. Provide a Tack Coat prior to new Asphalt wearing surface.
- E. Install 2” Class 1 hot asphalt topping course.

2.3 Bid Item #3 – Building A South (50,000 sf):

Provide the following Scope of Work in accordance with the specifications outlined in Schedule D:

- A. Provide fabric sedimentation protection at drainage basins. Protect all existing catch basin inlets, manholes, utility valve boxes, and any similar structures from damage.
- B. Provide full depth repair of the asphalt base at potholes and other severely damaged areas. This work will be invoiced under Bid Item #8, Full Depth Repairs.
- C. Provide milling of existing paving to 2” depth. Stockpile millings at the southwest of Building A.
- D. Install 2” Class 1 hot asphalt topping course.

2.4 Bid Item #4 – Building A North (50,000 sf):

Provide the following Scope of Work in accordance with the specifications outlined in Schedule E:

- A. Provide fabric sedimentation protection at drainage basins. Protect all existing catch basin inlets, manholes, utility valve boxes, and any similar structures from damage.
- B. Provide full depth repair of the asphalt base at potholes and other severely damaged areas. This

work will be invoiced under Bid Item #8, Full Depth Repairs.

- C. Provide milling of existing paving to 2” depth. Stockpile millings at the southwest of Building A.
- D. Install 2” Class 1 hot asphalt topping course.

2.5 Bid Item #5 – Building A North Loading Docks (30,000 sf):

Provide the following Scope of Work in accordance with the specifications outlined in Schedule E:

- A. Provide fabric sedimentation protection at drainage basins. Protect all existing catch basin inlets, manholes, utility valve boxes, and any similar structures from damage.
- B. Provide full depth repair of the asphalt base at potholes and other severely damaged areas. This work will be invoiced under Bid Item #8, Full Depth Repairs.
- C. Provide milling of existing paving to 2” depth. Stockpile millings at the southwest of Building A.
- D. Install 2” Class 1 hot asphalt topping course.

2.6 Bid Item #6 – Building B Loading Docks (30,000 sf):

Provide the following Scope of Work in accordance with the specifications outlined in Schedule E:

- A. Provide fabric sedimentation protection at drainage basins. Protect all existing catch basin inlets, manholes, utility valve boxes, and any similar structures from damage.
- B. Provide full depth repair of the asphalt base at potholes and other severely damaged areas. This work will be invoiced under Bid Item #8, Full Depth Repairs.
- C. Provide milling of existing paving to 2” depth. Stockpile millings at the southwest of Building A.
- D. Install 2” Class 1 hot asphalt topping course.

2.7 Bid Item #7 – Famers Market (100,000 sf):

Provide the following Scope of Work

- A. Provide fabric sedimentation protection at drainage basins. Protect all existing catch basin inlets, manholes, utility valve boxes, and any similar structures from damage.
- B. Fill and Grade Pot Holes.
- C. Reset the Catch Basin top at Catch Basin # 63 (see Sheet SV.05 of Schedule F).

2.8 Bid Item #8 – Full Depth Repairs

Provide a unit price for repairs required at potholes and unstable or missing paving base including removal, excavation and preparation of gravel base and installation of base course.

2.9 Bid Item #9 – Replace Catch Basin Tops

- A. Provide a unit price for removal and resetting of catch basin tops to correct the top of frame grade.
- B. Provide a unit price for removal, disposal and installation of a new Catch Basin Top

2.10 Bid Item #10 – Line Painting Allowance

Provide an allowance of \$ 6,000 for line painting.

2.11 Bid Item #11 – Remove and Dispose of Stockpiled Millings

Provide a unit price for environmental testing and disposal of stockpiled millings.

PART 3 – BID FORM

PROJECT Hartford Regional Market Paving Repairs
CRDA 19-003
101 Reserve Road. Hartford. CT

Bidder’s Company Name

Date

To: **Capital Region Development Authority**
100 Columbus Boulevard, Suite 500
Hartford, CT 06103-2819

The undersigned, having inspected the site and familiarized ourselves/myself with the local conditions affecting the cost of the work and the this Invitation to Bid: Instruction to Bidders and related documents on file at the Capital Region Development Authority, hereby propose to provide all labor, materials, tools, equipment and transportation necessary to complete Hartford Regional Market Paving Repairs for the Composite Price of

DOLLARS

(\$)

This Composite Bid Price shall equal the total of Bid Items #3.1 - #3.7. The cost of each Bid Item is calculated by the total of the Bidder’s Bid Item Price multiplied by the quantity provided.

Each Bid Item Price listed below shall include all labor, materials, equipment, temporary facilities, permits, traffic control, overhead and profit and any and all other items required to complete the Work of that specific Bid Item.

Submitted herewith is the Bid Price Itemization including an amount for all project components required by the Bid Documents. The sum of all listed components shall equal the Bid Price.

Submitted herewith are all the forms as listed in the Instructions to Bidders, in accordance with these Instructions to Bidders.

We/I acknowledge that CRDA, at its sole discretion, will determine priority and specific areas to be completed in order to remain within funding restraints. Payment for Unit Cost Items will be based on in-place work to be verified by field measure.

3.1 Bid Item #1 – General Provisions

Cost for Mobilization, Demobilization and Insurance

Lump Sum

3.2 Bid Item #2 – Main Driveway (47,500 sf):

Cost for all labor, materials, equipment, temporary facilities, permits, traffic control, overhead and profit and any and all other items required to complete the Main Driveway:

$$47,500 \text{ sf} \quad @ \quad \underline{\hspace{10em}} \quad / \text{sf} = \quad \underline{\hspace{10em}}$$

Bid Item Price Total Cost

3.3 Bid Item #3 – Building A South (50,000 sf):

Cost for all labor, materials, equipment, temporary facilities, permits, traffic control, overhead and profit and any and all other items required to complete The Building A South:

$$50,000 \text{ sf} \quad @ \quad \underline{\hspace{10em}} \quad / \text{sf} = \quad \underline{\hspace{10em}}$$

Bid Item Price Total Cost

3.4 Bid Item #4 – Building A North (50,000 sf):

Cost for all labor, materials, equipment, temporary facilities, permits, traffic control, overhead and profit and any and all other items required to complete the Building A North:

$$50,000 \text{ sf} \quad @ \quad \underline{\hspace{10em}} \quad / \text{sf} = \quad \underline{\hspace{10em}}$$

Bid Item Price Total Cost

3.5 Bid Item #5 – Building A North Loading Docks (30,000 sf):

Cost for all labor, materials, equipment, temporary facilities, permits, traffic control, overhead and profit and any and all other items required to complete Building A North Loading Docks:

$$30,000 \text{ sf} \quad @ \quad \underline{\hspace{10em}} \quad / \text{sf} = \quad \underline{\hspace{10em}}$$

Bid Item Price Total Cost

3.6 Bid Item #6 – Building B Loading Docks (30,000 sf):

Cost for all labor, materials, equipment, temporary facilities, permits, traffic control, overhead and profit and any and all other items required to complete Building B Loading Docks:

$$30,000 \text{ sf} \quad @ \quad \underline{\hspace{10em}} \quad / \text{sf} = \quad \underline{\hspace{10em}}$$

Bid Item Price Total Cost

3.7 Bid Item #7 – Famers Market (100,000 sf):

Cost for all labor, materials, equipment, temporary facilities, permits, traffic control, overhead and profit and any and all other items required to complete Farmers Market Area:

Fill Pot Holes

Lump Sum

Grade Lot

100,000 sf @ _____ /sf = _____

Bid Item Price

Total Cost

Reset the Catch Basin top at Catch Basin # 63 (see Sheet SV.05 of Schedule B).

Lump Sum

3.8 Bid Item #8 – Full Depth Repairs

Cost for all labor, materials, equipment, temporary facilities, permits, traffic control, overhead and profit and any and all other items required to complete Full Depth Repairs

_____ per Square Foot

Bid Item Price

3.9 Bid Item #9 – Replace Catch Basin Tops

Cost for all labor, materials, equipment, temporary facilities, permits, traffic control, overhead and profit and any and all other items required to complete:

3.9.A Provide a unit price for removal and resetting of catch basin tops to correct the top of frame grade

_____ per Square Foot

Bid Item Price

3.9.B Provide a unit price for removal, disposal and installation of a new Catch Basin Top:

_____ per Square Foot

Bid Item Price

3.10 Bid Item #10 – Line Painting Allowance

Line Painting Allowance

\$ 6,000.00
Allowance

3.11 Bid Item #11 – Remove and Dispose of Stockpiled Millings

Cost for all labor, materials, equipment, temporary facilities, permits, traffic control, overhead and profit and any and all other items required to complete testing, loading, trucking and disposal of stockpiled millings:

Testing _____ per test
Bid Item Price

Loading, trucking and disposal

_____ per ton
Bid Item Price

PART 4 – GENERAL INFORMATION**4.1 Definitions**

- A. Bidding Requirements shall include:
1. The Instructions to Bidders (“ITB”) including all Attachments and Schedules
 2. The Bid Form
 3. All Bid Documents and forms Listed in Attachment 1
 4. Draft Contract attached here to as Attachment 3
 5. Requirements of Schedule B
 6. Prevailing Wage Rates, Schedule C
- B. Contract Documents =
1. The form of Agreement between the Owner and Contractor attached here to as Attachment 3.
 2. Signed and Sealed Bid Submission Documents
 3. Bid Documents, Attachments and Schedules
 4. Addenda issued prior to execution of the Contract.
- C. Lump Sum Bid Item = an amount stated on the Bid Form as a lump sum price for materials, equipment labor and/or services INCLUDING OVERHEAD AND PROFIT for a portion of the Work identified on the Bid Form.
- D. Owner = The owner of the Hartford Regional Market is the State of Connecticut. The project is funded by the State of Connecticut. Funds will be administered by the Capital Region Development Authority (CRDA), 100 Columbus Boulevard, Suite 500, Harford, CT 06103-2819, Phone: (860) 527-0100. CRDA will hold the paving contract and oversee construction. Where “Owner” is referenced in the RFP and contract documents, it shall mean CRDA.
- E. Owner's Designated Representative for Bid Administration = Erica Levis, elevis@crdact.net
- F. Owner’s Designated Representative for Construction Administration = Robert Saint, rsaint@crdact.net
- G. Unit Price Bid Item – an amount stated on the Bid Form as a price per unit of measurement for materials, equipment labor and/or services INCLUDING OVERHEAD AND PROFIT for a portion of the Work identified on the Bid Form. The Unit Cost Line Item Total is derived by multiplying the quantity provided on the Bid Form by the Bidder’s Unit Price. A Unit Cost Line Item is identified on the Bid Form by a quantity and blank for the bidder to insert the Unit Price.
For example: 4,000 LF @ _____ /LF = \$ _____

4.2 Bidder's Representations

- A. By making a Bid, the Bidder represents that:
1. The Bidder has carefully examined the Bidding Documents, the requirements are clear, and concurs with them. The Bid is made in full agreement with those requirements.
 2. The Bidder understands the requirements of the Bidding Documents to the extent that such documentation relates to the Work for which the Bid is submitted, for other portions of the Project, if any, being bid concurrently or presently under construction.
 3. The Bidder and appropriate Sub-bidders have visited the site, have become familiar with local conditions under which the Work is to be performed, site conditions, logistics and have correlated the Bidder's personal observations with the requirements of the Bidding Documents.

- 4 The submission of a bid or proposal by a contractor for the whole or any part of the work contained in the specifications shall constitute an acceptance by such contractor of the terms and conditions of all duly promulgated ordinances and regulations of the Location (Town or City) that the Work is being performed at to the extent the same are applicable; and a contract awarded in response to such bid or proposal shall be deemed to incorporate all such pertinent ordinances and regulations.
- 5 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception or qualification.
- 6 The Bidder has not colluded with any other person in regard to any Bid or sub-bid submitted.

4.3 Bidding Documents

- A. Documents are available only in complete sets
 1. Copies of the Bidding Documents are made available for the sole purpose of obtaining Bids on the Work. No license or permission is granted for any other use of the Bidding Documents.
 2. The Invitation to Bid, Bid Documents and any Addendums will be emailed to the bidders.
 3. Bid documents may be examined at the Capital Region Development Authority, 100 Columbus Boulevard Suite 500, Hartford CT (Connecticut Convention Center 5th floor) contact Erica Levis at elevis@crdact.net

4.4 Interpretation or Correction of Bidding Documents

- A. Bidders shall thoroughly examine and be familiar with the drawings and the specifications. The failure or omission of any Bidder to receive or examine any form, instrument, or document shall in no way relieve the Bidder from any obligation with respect to his bid.
- B. Bidders shall carefully examine the contents of this Invitation to Bid (ITB) and related documents. Any ambiguities or inconsistencies shall be brought to the attention of CRDA in writing by 3:00 p.m. September 27, 2018. Failure to do so will constitute your acceptance of any subsequent interpretation or decision made by CRDA.
- C. No interpretation of the meaning of this ITB will be made orally. In the event that CRDA provides any interpretation, only written interpretations will be binding upon CRDA. All questions, clarifications and other responses will be posted on the State Contracting Portal and the CRDA website in accordance with the Bid Timeline. Any addenda or amendments to this ITB will also be posted on the State Contracting Portal and the CRDA website. Bidders are strongly encouraged to return periodically to the CRDA website for updates and information related to this Invitation to Bid.
- D. Requests for clarification or interpretation of the ITB or Bidding Documents shall be made in writing. The CRDA will accept requests for clarifications up until 3:00 p.m. September 27, 2018. Clarification or Questions can be emailed to Erica Levis at elevis@crdact.net.
- E. CRDA reserves the right to respond or not to respond to specific questions, clarifications or requests concerning the ITB process. CRDA acknowledges that information contained in the submission may be subject to the Freedom of Information Act (FOIA).
- F. CRDA may amend or cancel this bid or modify the schedule, prior to the due date and time, if CRDA deems it to be necessary, appropriate or otherwise in the best interest of CRDA.

4.5 Substitutions

Not Applicable

4.6 Addenda

- A. Addenda will be delivered promptly by the issuing office to all Bidders.
- B. Addenda concerning technical matters will not be issued later than the stipulated day prior to the date for receipt of Bids. The CRDA reserves the right to issue an Administrative Addendum at any time, withdrawing the request for Bids or postponing the date for receipt of Bids.
- C. Each Bidder shall confirm, prior to submitting a Bid that the Bidder has received all Addenda issued. The Bidder shall list the Addenda in the Bid.

4.7 Performance and Payment Bond Requirements

Not Applicable

4.8 Insurance

- A. The Successful Bidder shall submit Insurance Liability Coverage as per Schedule B Section 7.
- B. The cost of the Successful Bidder's insurance is to be included in Bid Item #1.
- C. If the Work is to be commenced prior to the execution of the Contract, in response to a letter of intent or a limited notice to proceed, the Bidder shall, prior to commencement of the Work, Submit such Insurance.

4.9 Prevailing Wage

- A. Prevailing Wage Rates: Prevailing wages are required on this project, in accordance with the rates attached hereto as Schedule C, pursuant to Connecticut General Statutes Section 31-53 (a) through (h), as amended. Bidders are also advised to download the CT Department of Labor Prevailing Wage Bid Package at the link provided in the Document Appendix.
- B. Each contractor and subcontractor who is awarded a contract on or after October 1, 2002 shall be subject to provisions of the Connecticut General Statutes, Section 31-55a concerning annual adjustments to prevailing wages.
- C. Wage Rates will be posted each July 1 on the Department of Labor website: <https://www.ctdol.state.ct.us/wgwkstnd/prevailwage.htm>. Such prevailing wage adjustments shall not be considered a matter for any contract amendment. Cost Escalation as defined in Section 2.5.E allowed for work completed in Year #4 and beyond pursuant to Sections 2.5 B2, 2.5 B3, and 2.5 D5, is the only adjustment for labor and/or material cost increases allowed throughout the duration of this Contract.
- D. The wages paid on an hourly basis to any mechanic, laborer or work person employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any subcontractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.
- E. Certified Payrolls: In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to CRDA. Certified payrolls for the Contractor and all subcontractors working during the period shall be submitted with each Contractor's Application for Payment, covering all activities relating to the Application. Pay scale verification as may be required by the Connecticut Department of Labor.
- F. The Bidder shall confirm prior to bid that they are carrying in their bid the proper trade classification for

all work required for the Project Scope of Work including composite crews of different trade classifications if needed, as required by the State of Connecticut department of labor and/or union agencies if applicable. By submitting a bid, the Bidder shall acknowledge that it has informed itself as to the proper prevailing wage for its industry. No added monies will be entertained after contract award.

- G. Forms and additional information can be found at <http://www.ctdol.state.ct.us/wgwkstnd/BidPack.htm>

4.10 State Labor Standards Provisions, Laws and Regulations

- A. All provisions of all applicable State Labor Standards must be complied with under this Contract. The execution of the Contract by the Bidder binds him to all applicable State Labor Laws and Regulations. All such Standards, Laws and Regulations shall be binding to the same extent as if they were copied at length herein.
- B. As a condition of contract, any out-of-state contractor who is awarded work must provide CRDA with a copy of the State of Connecticut Trade License for Employees working in the State of Connecticut.
- C. Non-Resident Contractors – at the time of Contract signing, a certificate from the Commissioner of Revenue Services shall be provided which evidences that C.G.S. 12-430 for non-resident contractors has been met. For details, call the Department of Revenue Services at 1-800-541-3280, ext. 7. A link to the Department of Revenue Services is provided in the Document Appendix.

4.11 DAS Contractor Prequalification Certification

- A. Bidders shall be prequalified by the Connecticut Department of Administrative Services (DAS) for a minimum of \$1,000,000 for a single project. All bidders must be pre-qualified for the classification of work that they are bidding on. Each bidder shall hold a current "DAS Contractor Prequalification Certificate" (not a predetermination letter) from the Department of Administrative Services of the State of Connecticut according to C.G.S. 4a-100, C.G.S. §4b-101 and C.G.S. §4b-91. Bidders shall submit with their bids, unless noted otherwise, a "DAS Contractor Prequalification Certificate" along with a current "Update (bid) Statement". Any bid submitted without a copy of the DAS Prequalification Certificate and an Update (Bid) Statement shall be invalid. If you have any questions regarding these requirements contact DAS at telephone number 860-713-5280 or visit their web site at www.das.ct.gov.

4.12 Incurring Cost

- A. Bidders are solely responsible for any and all cost or expenses incurred in the preparation and submission of this bid.

PART 5 – COMPLIANCE REQUIREMENTS AND CERTIFICATIONS

5.1 Non-Discrimination in Employment

- A. Each contractor, vendor, and supplier shall be subject to, and shall comply with the following requirements, included herein by reference, to insure through affirmative action that qualified employees, applicants for employment and subcontracting are not discriminated against because of race, creed, color, religion, age, sex, physical disability, or national origin. Said requirements shall include compliance with all applicable Federal, state and local statutes, ordinances and regulations relating to discrimination in employment. It shall be the responsibility of the bidder to be familiar with and knowledgeable about the above.
- B. The apparent successful bidder may be required to undergo a pre-award compliance review for the purpose of ascertaining whether in the opinion of the Owner he is willing and/or capable of complying with the above requirements.

- C. Set-Aside Participation: The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a- 60a of the Connecticut General Statutes. Refer to the Commission on Human Rights and Opportunities Contract Compliance Regulations Notification to Bidders at http://www.ct.gov/chro/lib/chro/Notification_to_Bidders.pdf
- D. All bidders must complete, sign, and return the CHRO Contract Compliance Regulations Notification to Bidders form to CRDA. Bids not including this form will be considered incomplete and rejected. CHRO forms can be found at: <http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=315900>
- E. Nondiscrimination Certification: Prior to award the selected contractor must provide a Nondiscrimination Certification pursuant to Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended. This Certification form can be found at: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806
- F. Bidders are advised that CRDA has a goal of 25% Small Business Enterprise (SBE) participation and 6.25% Minority Business Enterprise (MBE) participation from lower tier contractors/vendors in this contract. The Contractor is responsible for ensuring the SBE/MBE firms that have been selected are eligible contractors and must submit an Affirmative Action Plan to CHRO detailing their good faith efforts and processes for selecting these MBE/SBE companies.
- G. All provisions of all applicable State Labor Standards must be complied with under this Contract. CRDA is an Affirmative Action Equal Opportunity Employer.

5.2 Ethics Affidavits and Certifications –

- A. Bidders are required to provide the following certifications. Links to these forms are provided in the Document Appendix. A link to the summary of State Ethics Laws is also provided.
 - 1. Consulting Agreement Affidavit (Form 5)
 - 2. Affirmation of Receipt of State Ethics Laws Summary (Form 6)
 - 3. Iran Certification (Form 7)
- B. Campaign Contribution and Solicitation Ban: With regard to a State contract as defined in P.A. 07-01 having a value in a calendar year of \$50,000 or more or a combinations or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State’s solicitation expressly acknowledges receipt of the State Election Enforcement Commission’s notice advising prospective state contractors of the state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See the Document Appendix for link to Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations (SEEC Form 10)
- C. A Gift and Campaign Certification form must be updated annually by the successful Bidder. Annually, on or within two (2) weeks of the anniversary date of the execution of this contract, the successful Bidder shall submit a completed Annual Certification with authorizing resolution to CRDA, 100 Columbus Blvd., Suite 500, Hartford, CT 06103-2819. For the purposes of this paragraph, the execution date of the contract will be the date CRDA signs the contract.
- D. Conflict of Interest: All contractors must include a disclosure statement concerning any current business relationships (within the last three years) that pose a conflict of interest as defined by Connecticut General Statutes Section 1-85 (see the statute language in the Document Appendix).
- E. The successful Bidders must submit a [Contractor/Consultant Certification] Gift and Campaign Contribution Certification (Form 1) for contracts with a value of \$50,000 or more. This certification and should be completed and submitted when requested. This Certification can be viewed at http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806.
- F. All acquisitions, agreements and contracts are subject to the provisions of the Connecticut General

Statutes § 9-612 - regarding CAMPAIGN CONTRIBUTION RESTRICTION.

PART 6 – GENERAL AND SPECIAL CONDITIONS

6.1 Taxes:

- A. Tax Exempt Project: This project is tax exempt. A certificate of tax exemption will be provided by the CRDA to the successful bidder. State sales and use taxes are excluded except for taxes on rentals, tools, and other incidentals as determined by the state Department of Revenue and for which the Contractor is responsible.

6.2 Miscellaneous:

- A. OSHA Training – Pursuant to Connecticut General Statutes Sec. 31-53b (a) each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by any political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars, shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. It is required that all on-site workers hold current OSHA 10-hour training certifications.
- B. Contract Provisions: Contractor agrees to the provisions set forth below, which shall also be included in any subcontract issued by the Contractor, with the applicability of terms to be adjusted accordingly. Any duplication of provisions already provided in this Contract Agreement shall be disregarded. In the event of a conflict between the following provisions and those contained in this Contract Agreement, the more stringent shall apply:
 - 1. All work is to be performed in accordance with the requirements of the Contract Documents for this Project.
 - 2. The Contractor and all of its subcontractors agree to waive all rights to subrogation against CRDA and CRDA's agents, for damages caused by fire or other perils covered by insurance obtained for or in place upon the Project.
 - 3. The Contractor and all of its subcontractors must carry and maintain insurance coverage in accordance with the Contract Documents and file certificates of such coverage with CRDA.
 - 4. The Contractor and each of the Contractor's subcontractors must cooperate with, CRDA and permit a designated auditor or representative to review and audit the Contractor's books and records in connection with any costs charged to the Project and included in the price of any change orders.
- C. Project Meetings - Not Applicable
- D. Qualified Work Force – The Contractor shall confirm that fabricator/installers meet the qualifications and are approved by the manufacturer if noted for the work to be performed.
- E. Storage – Not Applicable
- F. Material Distribution: - Not Applicable
- G. Parking: Onsite parking is available for tradespersons.
- L. Cleanup: The Contractor is responsible for keeping all contracted work areas in a neat and orderly

condition. This includes all designated storage areas. This Contractor shall perform daily clean-up operations within contracted work and storage areas.

- M. Waste Disposal: The bid shall include the removal and legal disposal of all construction waste/debris generated by the project including dumpsters.
- N. Power & Water: Power and water is not available on site.
- O. **Dust Protection: The project site is an operating food distribution facility. The bid shall include a water truck and other measures required for dust control. Dust control must be strictly adhered to on a daily basis.**
- P. Snow and Ice Removal: Snow and ice removal shall be EXCLUDED from the bid.
- Q. Winter Protection: Not Applicable.
- S. Toilet Facilities: The Contractor shall provide temporary portable toilets as required. Tradespersons are not permitted to use existing facilities.

PART 7 – BID PROCEDURES AND SUBMISSION REQUIREMENTS

7.1 TIME LINE

Documents Available	Thurs	September 20, 2018	
Pre-Bid Conference	Tues	September 25, 2018	9:00 AM
Last Day for Questions	Thurs	September 27, 2018	3:00 PM
Last Addendum	Fri	September 28, 2018	1:00 PM
Bids Due (Bid Opening)	Mon	October 1, 2018	1:00 PM
Scope Reviews (if required)	Tues	October 2, 2018	
Contract Award	Wed	October 3, 2018	
Start Construction	Mon	October 9, 2018	

7.2 Pre Bid Conference

A pre-bid meeting will be held at the project site at 9:00 AM on Tuesday, September 25, 2018. Meet near the restaurant. Bidders are welcome to visit the site at any time during regular business hours.

7.3 Bidder Question Procedure

All technical and bid questions must be in writing and emailed to Erica Levis at the following email address: elevis@crdact.net. No questions shall be accepted after September 27, 2018 at 3:00 PM. Answers will be provided via addenda issued to all registered bidders and posted on the State Contracting Portal. Bidders may visit the site on their own time; however the bidder must notify CRDA at least 48 hours in advance of the scheduled site visit for safety and security purposes.

7.4 Preparation and Submission of Bid

- A. The form and style of Bids shall conform to the Bid Form located in the front of the Project Manual.
 - 1. Bids shall be submitted on forms identical to the form supplied with the Bidding Documents. Any modifications, revisions, deletions, etc. to the Bid Forms except where information is requested of

the Bidder may be grounds for rejection of the Bid.

2. Provide all requested information and completely fill in all blanks on the bid form. Use typewriter or ink.
3. Interlineations, alterations and erasures must be clearly legible and initialed by the signer of the Bid.
4. On each copy of the Bid, include the legal name of the Bidder and a statement that defines the circumstance of ownership and control. The name of each person signing the proposal shall be typed or printed below the signature. When the proposal is signed by an agent of the Bidder, include evidence of current power of attorney. In every case, the proposal shall show the present business address of the Bidder, at which address communications will be received and service of notices accepted.
 - a. If the Bidder is a corporation, the proposal shall be signed in the name of the corporation and sealed by a duly authorized officer of the corporation.
 - b. If the Bidder is a partnership, the proposal shall be signed in the name or title under which the organization is doing business by an officer whose official capacity shall be designated.
 - c. If the Bidder is an individual, that individual shall sign the proposal in person, stating the name or title, if any, under which that individual is doing business.

B. Bid Submission:

1. One (1) original and two (2) copies of the Bid and other documents required to be submitted with the Bid shall be enclosed in a sealed envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, and the Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope labeled SEALED BID ENCLOSED.
2. ALL BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE CLEARLY IDENTIFIED AS FOLLOWS:

Hartford Regional Market Paving Repairs
3. Bids may be submitted VIA: U.S. Mail, Overnight Mail or Hand and must be deposited at the designated location prior to the Bid Closing time and date.
4. Bids shall be addressed to:

Capital Region Development Authority (CRDA)
100 Columbus Boulevard, Suite 500
Hartford, CT. 06103-2819

Attn: Erica Levis

If you require assistance in locating CRDA's office call 860-527-0100.
5. Bid Closing Date: Bids will be received at 1:00 PM on Monday, October 1, 2018, at the location indicated above and then opened. Late bids will not be accepted and will be returned to bidder unopened. Extensions will not be granted. Bidders are invited to attend the bid opening.

- C. Bid Package – the Bid Package shall include the Bid Form and all of the documents listed in Attachment 1, Bid Forms.**

7.5 Bid Security

- A. Not Applicable**

7.6 Modification or Withdrawal of Bid

- A. Bid Withdrawal: Bids may be withdrawn only by written request received from the Bidder prior to the deadline for submission. No bidder may withdraw its bid within ninety (90) days from the actual date of bid opening. Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
- B. Extension: Bids shall be valid for 30 days following the Bid Closing Date. If for some reason a contract cannot be awarded within the specified period, the time may be extended by mutual agreement between CRDA and the designated low bidder.
- C. Bid Modification: Bids may not be changed after the deadline for submission. A Bid submitted prior to the time and date designated for receipt of Bids, may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids prior to the deadline for submission. Such notice shall be in writing and signed by the Bidder. If notice is sent by telegram, written confirmation shall be mailed and postmarked on or before the date and time set for receipt of Bids. Any change shall be so worded as not to reveal the amount of the original Bid.
- D. Bid Clarification: CRDA reserves the right to request clarifications from any bidder, which shall be provided at the bidder's sole expense.

7.7 Post Bid Scope Review Meeting

- A. After the public Bid opening there may be scope review meetings with the apparent low Bidder(s). These meetings will be held at CRDA Offices at the Connecticut Convention Center, 100 Columbus Boulevard, Hartford, CT. The purpose of these meetings is to review the apparent low bidder's proposals. The apparent low bidders will be notified by CRDA and shall be available to attend these meetings.

7.8 Consideration of Bids

- A. The properly identified Bids received on time at CRDA's office, will be opened publicly.
- B. CRDA reserves the right to do any of the following without liability, including but not limited to:
 - 1. Award in part,
 - 2. To reject any and all bids in whole or in part for misrepresentation or if the bidder is in default of any prior State contract, or if the bid or submission limits or modifies any of the terms and conditions and/or specifications of the bid;
 - 3. Cancel the award or execution of any contract prior to the "Notice to Proceed;"
 - 4. Advertise for new bids.
- C. CRDA also reserves the right to waive technical defect, irregularities and omissions if, in its judgment, the best interest of CRDA would be served.
- D. CRDA reserves the right to correct inaccurate awards resulting from clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a bidder and subsequently awarding the contract to another bidder. Such action on the part of CRDA shall not constitute a breach of contract on the part of CRDA since the contract with the initial bidder is deemed to be void ab initio and of no effect as if no contract ever existed between CRDA and the bidder
- E. Every bid which is conditional or obscure, or which contains any addition not called for, may be considered invalid, and CRDA may reject every such bid.
- F. CRDA may reject a bid as non-responsive if the Bidder does not make all required pre-award submittals within the time designated by CRDA.

7.9 Acceptance of Bid

- A. It is the intent of the Owner to award a Contract to the lowest qualified Bidder offering the optimum combination of cost, service and schedule, provided that the apparent Low Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available within the budget established for this project by the Owner. The Owner reserves the right to accept or reject any or all bids and to award the contract to the bidder deemed to be for its best interest. Consideration will also be given to bidder's affirmative action plan.
- C. The Bidder will be required to establish to the satisfaction of the Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
- D. Prior to the award of the Contract, the Owner will notify the Bidder in writing if the Owner has reasonable objection to a person or entity proposed by the Bidder. If the Owner has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid, or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder.
- E. Persons and entities proposed by the Bidder and to whom the Owner has made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner.

An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business enterprises are encouraged to apply.

DOCUMENT APPENDIX

The following Ethics Forms are available at the website below:

Form 1 – Gift and Campaign Contribution Certification
Form 5 – Consulting Agreement Affidavit
Form 6 – Affirmation of Receipt of State Ethics Laws Summary
Form 7 – Iran Certification is available at:
http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806

Guide to the Code of Ethics for Current or Potential State Contractors is available at:
http://www.ct.gov/ethics/lib/ethics/guides/contractors_guide_10.pdf

CHRO Bidder Contract Compliance Monitoring Report is available at:
<http://www.ct.gov/chro/lib/chro/pdf/notificationtobidders.pdf>.

Nondiscrimination Certification forms are available at:
http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

State Elections Enforcement Commission Form 10 is available at:
http://www.ct.gov/seec/lib/seec/forms/contractor_reporting_/seec_form_10_final.pdf

Internal Revenue Service Form W-9 is available at:
<https://www.irs.gov/uac/About-Form-W9>

Department of Revenue Services registration information for out of state contractors may be found at:
<http://www.ct.gov/drs/cwp/view.asp?a=1454&q=506012>

Department of Labor “Prevailing Wage Rates” will be posted each July 1 on the Department of Labor website:
<https://www.ctdol.state.ct.us/wgwkstnd/prevailwage.htm> Prevailing Wage Bid Package Forms:
<http://www.ctdol.state.ct.us/wgwkstnd/BidPack.htm>

CONFLICT OF INTEREST STATUTE

Connecticut General Statutes Sec. 1-85; (Formerly Sec. 1-68), Interest in conflict with discharge of duties – A public official, including an elected state official, or state employee has an interest which is in substantial conflict with the proper discharge of his duties or employment in the public interest and of his responsibilities as prescribed in the laws of this state, if he has reason to believe or expect that he, his spouse, a dependent child, or a business with which he is associated will derive a direct monetary gain or suffer a direct monetary loss, as the case may be, by reason of his official activity. A public official, including an elected state official, or state employee does not have an interest which is in substantial conflict with the proper discharge of his duties in the public interest and of his responsibilities as prescribed by the laws of this state, if any benefit or detriment accrues to him, his spouse, a dependent child, or a business with which he, his spouse or such dependent child is associated as a member of a profession, occupation or group to no greater extent than any other member of such profession, occupation or group. A public official, including an elected state official or state employee who has a substantial conflict may not take official action on the matter.

ATTACHMENT 1 BID FORMS

The following forms must be completed and submitted as part of the Bid Submission

1. Bid Form
2. ~~Bid Bond~~
3. DAS Contractor Prequalification Certification and current Update (bid) Statement
4. ~~Surety Letter from bidders bonding company stating the bidder, if awarded a contract, can obtain the required Performance and Labor and Materials Payment Bonds in the full amount of the Base Bid~~
5. OPM Ethics Form 1, Gift and Campaign Contribution Certification
6. OPM Ethics Form 5, Consulting Agreement Affidavit
7. OPM Ethics Form 6, Affirmation of Receipt of State Ethics Laws Summary
8. OPM Iran Certification, Form 7
9. Guide to the Code of Ethics for Current or Potential State Contractors
10. Disclosure statement concerning any current business relationships (within the last three years) that pose a conflict of interest as defined by Connecticut General Statutes Section 1-85
11. CHRO Bidder Contract Compliance Monitoring Report
12. Nondiscrimination Certification forms
 - a. Form A, Representation by Individual Regardless of Value
 - b. Form B, Representation by Entity for Contracts less than \$ 50,000
 - c. Form C, Affidavit by Entity for Contracts Valued at \$50,000 or More
 - d. Form D, New Resolution by Entity for Contracts Valued at \$50,000 or More
 - e. Form E, Prior Resolution by Entity for Contracts Valued at \$50,000 or More
13. State Elections Enforcement Commission Form 10
14. Internal Revenue Service Form W-9
15. General Conditions Certification
16. Acknowledgement of Receipt of Bid Addenda (use form located in Bid Form Page 20)
17. Labor Rates for each Trade Classification that will be used for change order work on this project not included in the Bid Form unit pricing, on form attached as Attachment 2
18. List of Proposed Subcontractors (use form located in the Bid Form on Page 21)
19. Bid Guarantee (use form located in the Bid Form on Page 22)
20. Department of Revenue Services registration information for out of state contractors if required. Forms may be found at: <http://www.ct.gov/drs/cwp/view.asp?a=1454&q=506012>
21. Department of Labor "Prevailing Wage Rates" will be posted each July 1 on the Department of Labor website: <https://www.ctdol.state.ct.us/wgwkstnd/prevailwage.htm> The Prevailing Wage Bid Package forms can be found at: <http://www.ctdol.state.ct.us/wgwkstnd/BidPack.htm> and include:
 - Prevailing Wage Law Poster
 - 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, 20KB)
- Notice For All Mason Contractors (PDF, 5KB)
- CT General Statute 31-55a
- Contractor's Wage Certification Form (PDF, 11KB)
- Payroll Certification - Public Works Projects
- Information Bulletin - Occupational Classifications
- Footnotes (Rev. 07/17) (PDF, 101KB)

GENERAL CONDITIONS CERTIFICATION

The undersigned hereby affirms the Bidder shall adhere to the Conditions as contained in this ITB, the Sample Contract and the Project Manual.

Submitted:

Date: _____

(Signature of Official)

(Print Name and Title of Official)

**Attachment 2
Labor Rates**

Project: Hartford Regional Market Paving Repairs
 Location: 101 Reserve Road, Hartford, Connecticut
 Project Number: CRDA 19-003

Labor Rates

For additional work not reflected in the Lump Sum Bid Items or Unit Price Bid Items, the following labor rates shall apply. Use one sheet for each classification. Do not include Overhead and Profit.

Contractor: _____

Trade Classification: _____

	Straight Time	Time & Half	Double Time
A. Base Rate	_____	_____	_____
B. FICA	_____	_____	_____
C. FUTA	_____	_____	_____
D. SUTA	_____	_____	_____
E. Workman's Comp	_____	_____	_____
F. General Liability	_____	_____	_____
G. Benefits (list each)			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
H. Total	_____	_____	_____

ATTACHMENT 3

DRAFT CONTRACT

The Contract for this project will be based on the AIA Document A104-2017, Standard Abbreviated Form of Agreement between Owner and Contractor.

The Contract Draft will be issued in a Bid Addendum.

ATTACHMENT 4

Project Experience

List five recent large paving projects at operating facilities including references that demonstrate your capability to complete this project this season.

SCHEDULE B**STANDARD VENDOR TERMS AND CONDITIONS****Section 1 Scope**

Except as otherwise set forth in these Standard Terms and Conditions, all of the terms and conditions of the Agreement shall remain in full force and effect. If there is a conflict between the terms and conditions set forth in these Standard Terms and Conditions and the terms and conditions set forth in the Agreement, the terms and conditions set forth in these Standard Terms and Conditions shall prevail. Unless otherwise included herein, the defined terms used in these Standard Terms and Conditions shall have the same meaning as set forth in the Agreement.

Section 2 Laws and Regulations

This Agreement shall be interpreted under and governed by the laws of the State of Connecticut. Contractor, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this Agreement.

Section 3 Indemnity

To the fullest extent permitted by law, Contractor shall indemnify and shall defend and hold harmless CRDA, including their officers, agents, and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the negligent acts or omissions of the Contractor or its employees, agents or sub-contractors, including those arising out of injury to or death of Contractor's employees or sub-contractors, whether arising before, during, or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by Contractor or its employees, agents or sub-contractors.

Section 4 Quality Surveillance and Examination of Records

All services performed by Contractor shall be subject to the inspection and approval of the State, CRDA and Desman at all times, and Contractor shall furnish all information concerning the services.

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

The Contractor shall retain and maintain accurate records and documents relating to performance of services under this Agreement for a minimum of three (3) years after the final payment by the CRDA and shall make them available for inspection and audit by the State.

Section 5 Non-Discrimination

- (a) For purposes of this Section, the following terms are defined as follows:
- i. "Commission" means the Commission on Human Rights and Opportunities;
 - ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
 - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - iv. "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.
 - v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - vi. "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;
 - vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
 - viii. "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;
 - ix. "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
 - x. "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, (2) a quasi-public agency, as defined in Connecticut General Statutes § 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).
- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without

regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, 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 C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 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 they relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

said Commission pursuant to C.G.S. § 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 C.G.S. § 46a-56.

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

Section 6 Freedom of Information Requirements

Contractor acknowledges that Owner is a “public agency” for the purposes of the Connecticut Freedom of Information Act (the “FOIA”) and that information relating to Contractor and its affairs received or maintained by Owner, either directly or through CRDA, shall constitute “public records or files” for the purposes of the FOIA subject to public access and disclosure in the manner provided in the FOIA, unless another specific exemption from public access and disclosure requirements of the FOIA is available in connection with particular records or files received or maintained by Owner.

Section 7 Insurance

Contractor agrees to maintain insurance policies protecting its property interests at the Connecticut Convention Center and Front Street North Garage covering the following risks in the following minimum amounts and named additional insureds:

- (a) **Workers’ Compensation** - Contractor shall secure and deliver to CRDA evidence of workers’ compensation (including occupational disease hazards) and Employer’s Liability insurance, insuring their employees in amounts equal to or greater than required under Connecticut law. Provided that such required amounts are provided under Contractor’s excess/umbrella coverage, the Employer’s Liability insurance limits may be the minimum required by the excess/umbrella carrier as an underlying limit.
- (b) **Commercial General Liability** - Contractor shall secure and deliver to CRDA prior to the commencement of the term hereunder and shall keep in force at all times thereafter during the term of the Agreement, a commercial general liability insurance policy, including bodily injury, personal injury and property damage, covering Contractor’s activities and loss and damage to the Stadium and other facilities at the Stadium site occurring in connection with Contractor’s activities, in the amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and not less than Two Million Dollars (\$2,000,000.00) in the aggregate per policy year, including products and completed operations, personal and advertising injury and blanket contractual liability coverage. Contractor shall also maintain umbrella liability insurance (following form) for the commercial general liability and employers’ liability matters covered by the policies described in this Section hereof with a limit of Ten Million Dollars (\$10,000,000) in the aggregate.
- (c) **Evidence of Insurance** - Contractor shall provide to CRDA and Operator, not later than the commencement date of this Agreement and annually thereafter, certificates of insurance evidencing the coverage’s required by this Section, all in such form as CRDA and Operator may reasonably

require, with Contractor as the named insured and with CRDA and the Operator as additional insured's. The policies for said coverage's shall contain a provision covering Contractor's indemnification liabilities to CRDA and Operator (to the extent that the loss is of a nature that it would otherwise be covered under such insurance). Notwithstanding the provisions of this Section, the above policies may contain exclusions from coverage which are reasonable and customary for policies of such type.

(d) Other Insurance Requirements -

- (i) All insurance required to be maintained under this Agreement must be placed with insurance companies reasonably licensed to do business in the state of Connecticut with the financial rating of at least A-(VIII) or better by the latest edition of A.M. Best's Rating Guide or, if such guide is no longer available, any generally recognized replacement therefore. All insurance required hereunder shall be written on an "occurrence" (as opposed to "claims made") basis.
- (ii) A certificate of insurance (evidencing renewal or replacement of coverage) shall be delivered to CRDA at least thirty (30) days before a policy's expiration date except for any policy expiring on the termination date of this Agreement or thereafter.
- (iii) All insurance procured by Contractor in accordance with the requirements of this Agreement shall be primary over any insurance carried by CRDA, shall not require contribution by CRDA and shall provide that the insurer shall have no right of recovery or subrogation against CRDA.

Section 8 Confidentiality

Contractor and CRDA each agree that neither will, at any time during or after the term of this Agreement, disclose or disseminate to any other person or entity, or use except as permitted by this Agreement, any information regarding the business, financial results, data, or marketing and business plans obtained during the course of performance under this Agreement (the "Confidential Information"). Each party will use its best efforts to ensure that any Confidential Information obtained from the other party will be disclosed only to the receiving party's employees and agents and only on a "need-to-know" basis, and that such employees and agents will be bound by an obligation to maintain the confidentiality of the Confidential Information similar to the obligations of CRDA and Contractor under this Section. Nothing contained herein will be construed to restrict or impair in any way the right of the parties to disclose or communicate any information which (i) is at the time of its disclosure hereunder generally available to the public; (ii) becomes generally available to the public through no fault of the receiving party; (iii) is, prior to its initial disclosure hereunder, in the possession of the receiving party as evidenced in a documentary form; (iv) is independently developed by a party without use of or reference to any of the other party's Confidential Information; (v) is acquired by the receiving party from any third party having a right to disclose it to the receiving party; (vi) is necessary for the receiving party to disclose in connection with a merger or acquisition or proposed merger or acquisition, or the like, provided the party to whom such disclosure is being made executes a confidentiality agreement in a form reasonably satisfactory to the party whose Confidential Information is being disclosed; or (vii) is necessary to be shared with CRDA.

Section 9 Publicity

CRDA reserves the right to release all information relating to the subject matter of this Agreement and to determine the form, content and timing of the release of such information. Contractor will not divulge information concerning the subject matter of this Agreement to anyone (including, but not limited to a governmental authority in application for a permit, approval, or clearance, or to market its services) without CRDA's prior written consent, unless the disclosure is made by Contractor pursuant to the requirement or request of a governmental agency or court of competent jurisdiction to the extent such disclosure is required by a valid law, regulation or court order, and other sufficient notice is given by the Contractor to CRDA of any such requirement or request to permit CRDA to seek an

appropriate protective order or exemption from such requirement or request. The requirements of this Section shall survive the termination or expiration of this Agreement.

Section 10 Severability

The failure of CRDA or Contractor to insist upon the strict performance of any provisions of this Agreement, or the failure of CRDA or Contractor to exercise any right, option or remedy hereby reserved, shall not be construed as waiver for the future of any such provision, right option or remedy or as a waiver of a subsequent breach thereof. No provision of this Agreement shall be deemed to have been waived unless such waiver shall be in writing signed by the party to be charged.

Section 11 Precedence.

In the case of any inconsistency between the provisions of the Agreement, including these Standard Terms and Conditions, and the provisions of Conn. Gen. Stat. Chapter 588z, the provisions of Conn. Gen. Stat. Chapter 588z shall govern.

SCHEDULE C

PREVAILING WAGE RATES

SCHEDULE D
SPECIFICATIONS

Paving:

- A. Provide fabric protection at drainage basins
1. To prevent the infiltration of milled material into the storm drainage system, the Contractor shall take special care to prevent the milled material from falling into the inlet openings or inlet grates. Provide fabric to keep millings and debris out of basins. Any milled material that has fallen into inlet openings or inlet grates shall be removed at the Contractor's expense.
 2. Protection shall be provided around existing catch basin inlets, manholes, utility valve boxes, and any similar structures. Any damage to such structures as a result of the milling operation is the Contractor's responsibility and shall be repaired at the Contractor's expense.
- B. Provide full depth repair of the asphalt base at potholes and other severely damaged areas.
- C. Provide milling of existing paving to 2" depth. Stockpile millings at the southwest of Building A.
1. The milled surface shall provide a satisfactory riding surface with a uniform textured appearance. The milled surface shall be free from gouges, longitudinal grooves and ridges, oil film, and other imperfections that are a result of defective equipment, improper use of equipment, or poor workmanship.
 2. The Contractor, under the direction of the inspector, shall perform random spot-checks with a Contractor supplied ten-foot straightedge to verify surface tolerances at a minimum of five locations per day. The variation of the top of two ridges from the testing edge of the straightedge, between any two ridge contact points, shall not exceed ¼ inch. The variation of the top of any ridge to the bottom of the groove adjacent to that ridge shall not exceed ¼ inch. Any unsatisfactory surfaces produced are the responsibility of the Contractor and shall be corrected at the Contractor's expense and to the satisfaction of the CRDA.
 3. The depth of removal will be verified by taking a measurement every 250 feet per each pass of the milling machine, or as directed by the Inspector. These depth measurements shall be used to monitor the average depth of removal.
 4. Where a surface delamination between pavement layers causes a non-uniform texture to occur, the depth of milling shall be adjusted in small increments to a maximum of a +/- ½ inch to eliminate the condition.
 5. Any unsatisfactory surfaces produced by the milling operation are the Contractor's responsibility and shall be corrected at the Contractor's expense and to the satisfaction of the CRDA.
 6. No vertical faces, transverse or longitudinal, shall be left exposed to traffic unless it meets the requirements below. This shall include roadway structures (catch basins, manholes, utility valve boxes, etc.). If any vertical face is formed in an area exposed to traffic a temporary paved transition will be established. At all permanent limits of removal, a clean vertical face shall be established by saw cutting prior to paving.
 7. Roadway structures shall not have a vertical face of greater than 1 inch exposed to traffic as a result of milling. All structures within the roadway that are exposed to traffic and greater than 1 inch above the milled surface shall receive a transition meeting the following requirements:
 - i. Round structures with a vertical face of greater than 1 inch to 2.5 inches shall be transitioned with a hard rubber tapered protection ring of the appropriate inside diameter designed specifically to protect roadway structures. Bituminous concrete tapers at a

minimum 24 to 1 taper may be substituted for the protection rings if approved by the CRDA.

- ii. Round structures with a vertical face greater than 2.5 inches shall receive a transition of bituminous concrete formed at a minimum 24 to 1 taper.
 - iii. All rectangular structures shall receive a transition of bituminous concrete formed at a minimum 24 to 1 taper.
8. Prior to opening an area which has been milled to traffic, the pavement shall be thoroughly swept with a sweeper. The sweeper shall be equipped with a water tank and be capable of removing the millings and loose debris from the surface. Other sweeping equipment may be provided in lieu of the sweeper where acceptable by the Engineer.
 9. Any milled area that will not be exposed to live traffic for a minimum of 48 hours prior to paving shall require a vacuum sweeper truck in addition to, or in lieu of, mechanical sweeping. The vacuum sweeper truck shall have sufficient power and capacity to completely remove all millings from the roadway surface including any fine particles within the texture of the milled surface. Vacuum sweeper truck hose attachments shall be used to clean around pavement structures or areas that cannot be reached effectively by the main vacuum. Compressed air may be used in lieu of vacuum attachments if approved by the CRDA.

D. Provide a Tack Coat prior to new Asphalt wearing surface.

1. Surface Preparations - Immediately before applying the tack coat, if the surface is sufficiently bonded, the full width of surface to be treated shall be swept with a power broom equipped with a blower, supplemented by hand brooms, washed down with water, or otherwise cleaned to remove all loose dirt, clay, or other loose and objectionable material. After the operation of removing dust has been completed and prior to the application of the tack coat, the Engineer shall make an inspection of the existing pavement to determine its fitness to receive the bituminous material.
2. Weather Limitations - Tack coat shall not be applied during cold weather, after sunset, or to a wet surface. The tack coat shall be applied only when the temperature of the atmosphere is above sixty degrees (60°) Fahrenheit.
3. Heating and Application of Bituminous Material - The application of the bituminous tack material shall be made by means of a pressure distributor of approved type, and shall be in the following amounts. Contractor shall distribute undiluted amounts of bituminous material (STE-1 {Snap-Tack} or equal) so that the mixture will cure back to 0.05 to 0.10 gallons per square yard. The quality of material as measured by the volume measuring device of the distributor shall not vary from the true quantity, as herein specified, by more than five percent (5%). The bituminous material shall be applied at a temperature between seventy-five and one hundred thirty degrees (75° and 130°) Fahrenheit. Necessary thermometers shall be supplied so that the temperature may be observed at all times. Existing improvements such as keyboxes, manholes, cleanouts, monuments, curb and gutter, steps, and buildings shall be protected to prevent contact with bituminous material to the satisfaction of the Engineer. The surface shall be allowed to dry until it is a proper condition of tackiness to receive the AC surface course placement as is necessary to obtain this proper condition of tackiness. Until the wearing surface course is placed, the Contractor shall protect the tack coat from damage.

E. Install 2" Class 1 hot asphalt topping course.

1. Weather Limitations – Asphalt concrete mixture shall not be placed when it is raining or when rain is imminent, on a saturated surface, on an unstable/yielding roadbed, when the base material is frozen, or when weather conditions prevent proper handling or finishing of the mixture. Asphalt concrete mixture shall not be placed unless the surface temperature is forty-

- five degrees (45°) Fahrenheit or warmer and the ambient air is at least thirty-two degrees (32°) Fahrenheit and not descending. Air temperature shall be measured in the shade away from heat sources at the paving site.
2. Preparation of Area to be Paved – The area to be paved shall be true to line and grade, having a smooth dry, compacted surface prior to the start of paving operations. The area to be paved shall be free from all loose asphalt and foreign material.
 3. Contractor shall notify the CRDA, a minimum of twenty-four (24) hours prior to paving.
 4. After roto-milling of a section has been completed, that section shall be inspected by the CRDA for areas of distress or failure. Areas requiring repair shall have the remaining pavement removed, and the distressed area shall be excavated to the depth and limits directed by the CRDA. The excavated area shall be backfilled, with crushed aggregate Leveling Course material and/or Asphalt Concrete leveling course.
 5. Contact surfaces of curbing, gutters, manholes, and other structures shall be painted with a thin, uniform coating of asphaltic cement or approved equal material prior to the mixture being placed against them. Butt joints on previously placed cooled pavement shall be saw cut and tack coated prior to continuing the paving operation.
 6. Contractor shall not pave against newly placed concrete curbing until said curbing has cured for a minimum five (5) days. For the purpose of paving operations only, curb curing time may be reduced to seventy-two (72) hours only upon receipt of Contractor's written certification that Type III Portland High-Early-Strength cement concrete was used in, properly placed, and appropriate curing compounds were applied to the adjacent curb and gutter.
 7. The asphalt concrete shall be placed on the road surface at a temperature not less than two hundred fifty degrees (250°) Fahrenheit or greater than three hundred degrees (300°) Fahrenheit. Additionally, the maximum temperature to which the asphalt concrete is heated shall not exceed the supplier's recommendation. The asphalt concrete temperature shall be measured directly behind the paver screed at the time of placement.
 8. The asphalt concrete mixture shall be laid upon the prepared surface, spread and struck-off and compacted to the thickness specified in the Drawings and specifications. Asphalt pavers shall be used to distribute the asphalt concrete mixture in lanes of such widths as to hold to a practical minimum the number of longitudinal joints required.
 9. Longitudinal joints and edges shall be constructed to true line markings. Lines shall be established parallel to the center line for the paver to follow in placing individual lanes. The paver shall be operated and positioned to closely follow the established line. When backing trucks to the finisher, care shall be taken not to jar the paver.
 10. The texture of the unrolled surface shall be checked to determine its uniformity. The adjustment of the screed, tamping, feed screws, hopper feed, etc., shall be checked frequently to assure uniform spreading of the mix. Segregation of the material shall not be permitted. If segregation occurs, the spreading operation shall be immediately suspended until the cause is determined and corrected.
 11. Any irregularities left by the paver shall be corrected by trimming directly behind the machine by use of lutes or covered rakes. Immediately after trimming, the edges of the course shall be thoroughly compacted by tamping. Distortion of the pavement during this operation shall be avoided.
 12. Edges against which additional pavement is to be placed shall be vertically formed to true line. A lute or covered rake shall be used immediately behind the finisher, when required to obtain a true line and vertical edge. Any irregularities in the surface of the pavement course shall be corrected directly behind the paver. Excess material forming high spots shall be removed by a

- shovel or lute. Indented areas shall be filled with hot-mix and smoothed with the back of a shovel pulled over the surface. Fanning of material over such areas shall not be permitted.
13. On longitudinal joints, the paver shall be positioned so that in spreading, the material overlaps the edge of the lane previously placed by one or two inches (1" or 2") and is sufficiently high to allow for compaction. The coarse aggregate in the material overlapping the joint shall all be raked out into the cold lane as soon as possible behind the paver and broomed up and wasted. In no case shall scattered rocks be rolled into the surface of either lane.
 14. Asphalt concrete mixture which is contaminated or segregated will be rejected.
 15. Hand Spreading – On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impracticable, the asphalt concrete mixture shall be spread, raked, and luted by hand tools. For such areas, the asphalt concrete mixture shall be placed to the required compacted thickness and density.
 16. Compaction – Immediately after the asphalt mixture has been spread, struck off and surface irregularities adjusted, it shall be thoroughly and uniformly compacted by rolling. The surface shall be rolled when the mixture is in the proper condition and when the rolling does not cause undue displacement, cracking, or shoving.
 17. Initial rolling shall be done with a steel-drum roller with the drive roll operating toward the paver, and/or a suitable pneumatic tired roller. Initial rolling shall be completed while the bituminous mat temperature is above two hundred twenty-five degrees (225°) Fahrenheit.
 18. Following the initial rolling at least three coverages of the pavement shall be completed with a pneumatic tired roller, while the mat temperature is above one hundred seventy-five degrees (175°) Fahrenheit.
 19. Final rolling shall be completed with a steel-drum roller and shall continue until roller marks and further compression are not evident in the pavement and specified density has been achieved.
 20. Unless otherwise directed, rolling shall begin at the sides and proceed longitudinally parallel to the road center line, each trip overlapping one-half the roller width, gradually progressing to the crown of the road. When paving in echelon or abutting a previously placed lane, the longitudinal joint should be rolled first followed by the regular rolling procedure. On super elevated curves the rolling shall begin at the low side and progress to the high side by overlapping of longitudinal trips parallel to the centerline.
 21. Any displacement occurring as result of the reversing of the direction of a roller, or from other causes, shall be corrected at once by the use of rakes and addition of fresh mixture when required. Care shall be exercised in rolling not to displace the line and grade of the edges of the asphalt mixture.
 22. To prevent adhesion of the mixture to the rollers, the wheels shall be kept properly moistened with water or water mixed with very small quantities of detergent or other approved material. Excess liquid will not be permitted.
 23. Along forms, curbs, headers, walls, and other places not accessible to the rollers, the mixture shall be thoroughly compacted with hot hand tampers, smoothing irons, or with mechanical tampers. On depressed areas, a trench roller may be used or cleated compression strips may be used under the roller to transmit compression to the depressed area.
 24. Rollers or other vehicles shall not be parked or left standing on pavement that has not cooled sufficiently to prevent indentation by wheels.
 25. Joints – The Contractor shall not construct longitudinal joints in the driving wheel paths. The Contractor shall align the joints of the top layer of pavement to either the centerline of the

- road or to lane lines. The Contractor shall offset the longitudinal joint in the top layer of pavement not more than six inches (6") from centerline of edge of stripe. Joints shall be constructed to ensure a continuous bond between old and new sections of the course. All joints shall present the same texture and smoothness as other sections of the course. The Contractor shall offset the longitudinal joints in the top layer from the joint in the layer immediately below by at least four inches (4").
26. When joining existing pavement and new pavement, the old pavement shall be cut in a neat line with a power driven saw.
 27. Improperly formed joints resulting in surface irregularities shall be removed full depth, replaced with fresh asphalt concrete mixture, and thoroughly compacted. Rolling of joints after the material has cooled below one hundred seventy degrees (170°) Fahrenheit shall not be allowed. All pavement removal shall be precut to a neat line with a power-driven saw.
 28. A tack coat of asphalt cement or asphalt emulsion shall be applied on all cold joints and allowed to break prior to placing fresh asphalt concrete mixture against the joint. This Work shall be completed by Contractor just prior to paving.
 29. Transverse joints shall be formed by saw cutting back on the previous run to expose the full depth of the course or by using a removable bulkhead. Transverse joints shall not be perpendicular to centerline, but shall be skewed between fifteen and twenty-five degrees (15° and 25°).
 30. Repair and Replacement – Asphalt concrete mixture that becomes contaminated with foreign material or is in any way defective as determined by the CRDA shall be removed. Skin patching will not be permitted. Defective materials shall be removed for the full thickness of the course. The pavement shall be cut so that all edges are vertical, the sides are parallel to the direction of traffic, and the ends are skewed between fifteen and twenty-five degrees (15° and 25°). Edges shall be coated with a thin tack coat of material. Fresh asphalt concrete mixture shall be placed in sufficient quantity so that the finished surface will conform to grade and smoothness requirements. The asphalt concrete mixture shall be compacted to the density specified. Any area determined to have an excess or deficiency of asphalt concrete shall be corrected by full depth removal and replacement. No payment shall be made for material replacing defective material. All costs associated with the patching of defective areas shall be borne by Contractor.
 31. Vehicular Traffic – Contractor shall not allow vehicular traffic on the asphalt mat surface until the mat surface has cooled to below one hundred twenty degrees (120°) Fahrenheit. Any portion of the asphalt concrete mixture that becomes loose and broken, rutted, or damaged in any way due to vehicular traffic on the asphalt mat surface prior to it cooling to below one hundred twenty degrees (120°) Fahrenheit, shall be removed and replaced with fresh hot asphalt concrete, which shall be compacted to conform with the surrounding area at the specified density.
 32. The complete pavement shall have a density equal to or greater than ninety-six (96) percent of Maximum Density (Marshall Method), except for trail pavement which shall have a density equal to or greater than ninety percent (90%). The compacted specimens on which the Maximum Density is determined, shall be produced from a laboratory specimen made from the same days mix, and as close to the lay down temperature as practicable.
 33. The final surface shall be of a uniform texture conforming to true grade, and cross sections in accordance with the Contract Documents. The thickness of the course shall be in accordance with the Drawings and Specifications. Where curb and gutter is present the compacted pavement surface shall be one-eighth inch plus or minus one-eighth inch ($1/8'' \pm 1/8''$) above the top front edge of curb.