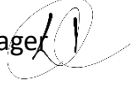


MEMORANDUM

TO: Town Council

FROM: David E. Cox, Town Manager 

DATE: February 9, 2023

SUBJECT: Agenda Information – 2/14/2023

The following is additional or summary information regarding matters on the upcoming Town Council Agenda. The numbering below follows the agenda, and some routine or self-explanatory items are not discussed in this memo. As you review your packet materials, please do not hesitate to contact the appropriate staff member or me prior to the Council meeting with any questions or concerns.

8 Continued Business

8b Continued Discussion Regarding Various Tax Relief Programs – The Council will continue its review of the optional tax relief programs available to property owners in the community. Pursuant to the Council's discussion at its last meeting, the draft ordinance language has been modified. After review, if the ordinance is acceptable to the Council, a public hearing date could be set and final approval of the ordinance planned. As noted previously, the only optional program that is not included in the ordinance is the program providing relief for homeowners who are seniors or have permanent disabilities. As the Council will recall, implementation of that program requires the establishment of a committee of resident taxpayers who must study the impact of such a program and make recommendations to the Board of Finance prior to implementation. If the Council wishes to move ahead with that committee, I will develop some recommended parameters and a resolution to start that process.

Recommendation: Review the revised ordinance and set a public hearing date.

9 New Business

9a Consideration of a survey related to the Library Strategic Planning Process - The Council is asked to review and approve a survey to be conducted as an early step in the process to update the Library's Strategic Plan. As Library Director Kellogg's memo indicates, the survey, which was approved by the Library Advisory Board, is a combination of questions asked in the last planning process and new questions to elicit some additional information. It is anticipated that both paper and electronic surveys will be used.

Recommendation: Approve the proposed survey.

9b Consideration of a revised RFP for Watershed Projects 7 and 8 – The Council is asked to review and approve an RFP for watershed improvement projects at the Christopher Pond and Edgemere

properties. As the Council may recall, projects numbered 7 and 8 at these properties were previously bid but ultimately rejected due to some contractor concern about the work and high pricing. In the intervening time, staff has worked with contractors and Town consultants to clarify and simplify the projects while still achieving the desired effect. In general, the projects involve eliminating a bypass channel at Christopher Pond so that all water is moved through the pond and installing various types of vegetation for sediment and nutrient removal. At Edgemere, the work includes installation of wattles to slow and spread water moving through the area and the installation of additional vegetation both of which address erosion and assist in the removal of sediment and nutrients. If the Council approves the RFP, it will be advertised immediately with an expectation that a proposed contract award would be presented to the Council in March. Installation of the projects would occur in the spring.

Recommendation: Approve the revised RFP.

9c Consideration of Police Department General Orders – The Council is asked to review and consider updates to seven (7) existing General Orders as described in Chief Woessner’s memorandum. The policies are being updated to reflect changes directed by the Police Officer Standards and Training (POST) Council and as part of the Department’s ongoing preparations for meeting the Accreditation Standards.

Recommendation: Approve the General Orders.

The remainder of the items are of a routine nature, in the sole purview of the Council or are announcements. Please contact me or the appropriate staff member with questions or concerns.

Town of East Hampton
Town Council Regular Meeting
Tuesday, January 24, 2023
Town Hall Council Chambers and Zoom

MINUTES

Present: Chairman Mark Philhower, Vice Chairman Tim Feegel, Council Members Pete Brown, Brandon Goff, Eric Peterson, Kevin Reich and Alison Walck and Town Manager David Cox

Call to Order & Pledge of Allegiance

Chairman Philhower called the meeting to order at 6:30 p.m. in the Town Hall Council Chambers and via Zoom.

Adoption of Agenda

A motion was made by Ms. Walck, seconded by Mr. Goff, to adopt the agenda as presented. Voted (7-0)

Approval of Minutes

A motion was made by Mr. Peterson, seconded by Ms. Walck, to approve the minutes of the Town Council Regular Meeting of January 10, 2023 as written. Voted (6-0-1) Mr. Feegel abstained as he was not present at that meeting.

Public Remarks

None

Presentations

None

Bids & Contracts

None

Resolution/ Ordinances/ Policies/ Proclamations

None

Continued Business

Sub-Committee Reports & Updates

Mr. Cox reported for the Water Sub-Committee that the contractor did a walk-through with the Utility Director as they continue their work.

Mr. Goff reported that at the Board of Education meeting a bus contract was approved with M&J Bus. Also, the Superintendent released the proposed budget with a 5.8% increase.

Ms. Walck attended the Housing Authority meeting noting the residents greatly appreciate the new board and the mood is uplifted at the two locations.

Mr. Philhower noted the Capital Committee has met and they are still working on the Capital plan.

Follow-Up Discussion and Possible Action Regarding Tax Relief Programs

Mr. Cox provided an overview of the options that can be included in an ordinance for additional tax relief programs. Council members discussed and asked questions about the options. Mr. Cox will put together a more formal draft for Council members to review at the next meeting for possible scheduling of a public hearing.

New Business

Update and Discussion Regarding Library Space Planning Evaluation

Library Director Tim Kellogg provided an overview of the Space Planning Evaluation for the Library. A copy of the printed slides will be included with the minutes filed in the Town Clerk's Office. The Library and the Library Advisory Board have begun work on an update to the Library's Strategic Plan. The evaluation shows little ability to provide expanded or enhanced program or collection space with the existing building. There will be future discussions with the Council to discuss findings and determine a desired path forward.

Town Manager's Report

Mr. Cox provided his written report for the Council members which will be included with the minutes filed in the Town Clerk's Office.

Appointments

A motion was made by Mr. Goff, seconded by Mr. Reich, to reappoint the following:

- Arts & Culture Commission - Rebecca Tinelle
- Clean Energy Task Force - Russ Kaplan, Martin Podskoch and Nico Guerrera
- Ethics Commission - Allison Kane and Mark Laraia
- Fire Commission - Darin Hurne and Phil Visintainer
- Library Advisory Board - Melinda Jones, Jack Solomon and Amie Meacham
- Middle Haddam Historic District Commission - Patrick Walsh
- Park & Rec Advisory Board - Tim Adams and Jessica Rurka
- Planning & Zoning Commission - Rowland Rux

Voted (7-0)

Chairman Philhower named the following to the Fire House Exploratory Committee:

- Town Council – Brandon Goff – Chairman
- Fire Department – Greg Voelker
- Public – William Abbott, Ray Zatorski and George Pfaffenbach

Tax Refunds

A motion was made by Ms. Walck, seconded by Mr. Peterson, to approve tax refunds in the amount of \$1,516.09. Voted (7-0).

Public Remarks

None

Communications, Correspondence & Announcements

None

Executive Session

Attorney Client Privilege Communication – Pending Claims/Litigation

A motion was made by Mr. Reich, seconded by Mr. Goff, to enter Executive Session at 7:35pm. Voted (7-0). Town Manager David Cox and Town Attorney Richard Carella were included in Executive Session.

Executive Session ended at 7:55pm.

Possible Action on Executive Session

A motion was made by Mr. Brown, seconded by Mr. Reich, to direct the Town Attorney to settle the case regarding 108 Main Street in the amount of attorney fees with no interest. Voted (5-2) Mr. Peterson and Ms. Walck against.

Adjournment

A motion was made by Mr. Reich, seconded by Mr. Goff, to adjourn the meeting at 7:57pm. Voted (7-0)

Respectfully Submitted,

Cathy Sirois
Recording Clerk

Town of East Hampton
Middlesex County, Connecticut

DRAFT 2/9/23

Ordinance No. 2023.01

An Ordinance Regarding Additional Tax Relief Programs

~~WHEREAS, , and;~~

~~WHEREAS, , and;~~

~~WHEREAS, , and;~~

~~WHEREAS, , and;~~

~~WHEREAS,~~

WHEREAS, various provision of Connecticut General Statutes provide for optional expansion of certain property tax relief as determined by the municipality, and;

WHEREAS, the Town Council determines it is appropriate to expand and enhance the existing mandatory and optional programs implemented in East Hampton to the extent possible under the law to provide appropriate relief to certain classes of taxpayers most impacted by increases in taxes, and;

NOW, THEREFORE, pursuant to Section 2.4 of the Town of East Hampton Charter, the Town Council of the Town of East Hampton does hereby ordain as follows:

Section 1: Section 278-25 of the Code of the Town of East Hampton regarding Property Tax Relief for Certain Elderly Homeowners is repealed and replaced in its entirety as follows.

§ 278-25. Applicability and benefits.

(4) To qualify for the tax relief provided in this section a taxpayer shall meet all the requirements outlined in Section 12-170v of the Connecticut General Statutes as may be amended from time to time.

Section 2: Article XII of Chapter 278 of the Code of the Town of East Hampton is hereby created as follows.

Article XII Additional and Expanded Exemptions and Other Relief

§ 278-50. Exemption for Homeowners with Disabilities.

Pursuant to and in accordance with CGS §12-81(i), an additional exemption of \$1,000 is hereby granted to disabled homeowners who qualify for exemption under CGS §12-81(55).

§ 278-51. Exemption for Individuals Who are Blind.

Pursuant to and in accordance with CGS §12-81j, an additional exemption of \$2,000 is hereby granted to blind homeowners who qualify for exemption under CGS §12-81(17).

§ 278-52. Exemption for Disabled Veterans

Pursuant to and in accordance with CGS §12-81g, any person entitled to an exemption from property tax in accordance with CGS §12-81 (20) shall be entitled to an additional exemption from such tax in an amount equal to three times the amount of the exemption provided for such person pursuant to CGS §12-81 (20), provided such person's total adjusted gross income as determined for purposes of the federal income tax, plus any other income not included in such adjusted income, excluding veterans' disability payments, individually if unmarried, or jointly with spouse if married, during the calendar year ending immediately preceding the filing of a claim for any such exemption, is not more than twenty-four thousand dollars if such person is married or not more than twenty-one thousand dollars if such person is not married.

§ 278-53. Abatement of Taxes for the Poor.

Pursuant to and in accordance with CGS §12-124, the Town Council may abate the taxes or the interest on delinquent taxes, or both, for those qualified under CGS §12-124 and shall report any abatements granted to the annual town meeting.

§ 278-54. Deferral of Taxes Exceeding 8% of Homeowner's Income.

Pursuant to and in accordance with CGS §12-124a, the Town Council may abate the portion of taxes due for any residential dwelling that serves as the primary place of residence for the owner or owners that exceeds eight percent of total income of such owner or owners as provided in CGS §12-124a provided that any amount abated shall constitute a lien upon the property after execution of an agreement with an interest rate as determined by the Town Council in accordance with CGS §12-124a(b).

§ 278-55. Exemption for Certain Non-Disabled Veterans Without Wartime Service.

Pursuant to and in accordance with CGS §12-81jj, any resident who is a veteran as defined in CGS §27-103 and who is not eligible for exemption under subdivisions (19) to (21), inclusive, of CGS §12-81, shall be entitled to an exemption from property tax in the amount of ~~[\$5,000]~~ ~~[five percent]~~ of the assessed value of said veteran's primary place of residence, provided such veteran's qualifying income does not exceed ~~[twothree times]~~ the applicable maximum amount as provided under CGS §12-811.

§ 278-56. Exemption for Spouses and Parents of Those Killed in Action

Pursuant to and in accordance with CGS §12-81ii, any resident who is the parent or surviving spouse of a person who was killed in action shall be entitled to an exemption from property tax in the amount of ~~[\$20,000]~~ ~~[ten percent]~~ of the assessed value of said resident parent or surviving spouse's primary place of residence, provided such resident parent or surviving spouse's qualifying income does not exceed the applicable maximum amount as provided under CGS §12-811 plus \$25,000.

Section 3: Article XIII of Chapter 278 of the Code of the Town of East Hampton is hereby created as follows.

Article XIII Abatement of Taxes for Surviving Spouses of Police Officers, Firefighters and Emergency Medical Technicians

§ 278-60 The Town of East Hampton recognizes the valiant and courageous efforts of police officers, firefighters and emergency medical technicians (EMTs). Therefore, pursuant to Section 12-81x of the Connecticut General Statutes, the Town Council of the Town of East Hampton hereby establishes this article for the abatement of a portion of the property taxes due with respect to real property owned and occupied as the principal residence of the surviving spouse of ~~an East Hampton~~ police officer, firefighter or EMT who suffers a line of duty death.

§ 278-61 Definitions.

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

EMERGENCY MEDICAL TECHNICIAN (EMT) means any person who is certified as an emergency medical technician by the State of Connecticut Office of Emergency Medical Services performing EMT duties full-time ~~or~~, part-time or volunteer for any valid ambulance service provider ~~located within the geographical boundaries of the Town of East Hampton.~~

EMT DUTIES means duties performed while traveling to, at, or returning directly from calls routed through an emergency dispatch center, or tests or trials of any apparatus or equipment normal normally used by the employer ambulance service provider; while instructing or being instructed in EMT duties; or while engaging in any other duty ordered to be performed by a superior or commanding officer in the ambulance service provider.

FIRE DUTIES means duties performed while at fires, while answering alarms of fires, while answering calls for mutual aid assistance, while returning from calls for mutual aid assistance, while directly returning from fires, while at tests or trials of any apparatus or equipment normally used by the fire department, while going to or returning directly from such tests or trials, while instructing or being instructed in fire duties, and any other duty ordered to be performed by a superior or commanding officer in ~~the~~ fire department.

FIREFIGHTER means any person who is a duly employed, paid or volunteer member of a municipal fire department ~~and paid~~ for the purpose of performing fire duties full-time or part-time for any valid fire department ~~located within the geographical boundaries of the Town of East Hampton.~~

LINE OF DUTY DEATH means the death occurs while the firefighter, emergency medical technician, or police officer is performing an action solely related to performance of their regular work or as a part of it. It does not include deaths that could just have likely occurred while not on duty. Travel to and from the place of business is not considered in the line of duty.

POLICE OFFICER means a duly sworn member of ~~the East Hampton Police Department~~, a certified police department or certified police agency serving in an official capacity, full-time or part-time.

POLICE DUTIES means any action which a police officer is obligated or authorized by law, rule, regulation, or written condition of employment of service to perform during regularly scheduled hours, or other hours that qualify for compensation from a local police department.

SURVIVING SPOUSE means the person who was a resident of the ~~town~~ Town of East Hampton and married to the police officer ~~or~~, firefighter or EMT at the time of the police officer's ~~or~~, firefighter's or EMT's death.

VALID AMBULANCE SERVICES PROVIDER means any business/non-profit engaged in the business of transporting sick, disabled or injured individuals by ambulance to or from facilities or institutions providing health services.

§ 278-62 Abatement Established

In accordance with state statute § 12-81x, there is hereby established effective for the Grand List of October 1, 2023 and subsequent Grand Lists, an abatement of ~~{XXX}~~ fifty percent ~~(XXX%)~~ of municipal real residential property taxes due with respect to real property owned by the surviving spouse of ~~an East Hampton~~ a police officer, firefighter or EMT who suffers a line of duty death while a resident of East Hampton. The abatement only applies to Town taxes due to the Town of East Hampton and does not apply to any district or other political subdivision taxes that may be due.

§ 278-61 Terms

- A. The tax abatement will remain in effect so long as the surviving spouse owns the property as of the October 1st grand list and occupies the residence as their primary residence or until the spouse conveys their fee interest in the subject residence. If the spouse subsequently purchases another residence in the town, and all qualifying criteria remain, then the tax abatement shall apply to the new residence. For any property that is in a Trust, a copy of the Trust agreement must be provided to the assessor for review. The terms of the trust agreement are that the claimant must be considered to be the primary beneficiary of the trust.
- B. Upon the death of any person entitled to tax relief pursuant to this section, the tax relief hereunder shall end the following June 30th.

- C. If any person who is entitled to a tax abatement hereunder conveys their fee title in the property with respect to which the tax abatement hereunder has been granted, the tax relief shall be suspended as of the date of conveyance and the nonqualifying grantee of such property shall pay the town a prorated share of taxes thereby due and owing. The assessor is to be notified by the applicant of the transfer within 10 days of the property transfer date.
- D. The property tax relief provided for in this section shall, in any case where title to real property is recorded in the name of the qualifying surviving spouse and any other person or persons, be prorated to reflect the fractional portion of such qualifying spouse, or, if such property is a multiple family or multiple use dwelling, such relief be prorated to reflect the fractional portion of such property occupied by the qualifying spouse. A spouse desiring such abatement shall submit an application to the assessor requesting a determination as to whether such abatement is permitted.
- E. If such surviving spouse remarries, the abatement shall cease commencing with taxes on the October 1st grand list next following the date of such remarriage. ~~In the event that such remarriage shall terminate, such surviving spouse may apply for the abatement commencing with taxes due on the October 1st grand list next following the date of such termination.~~
- ~~F. The surviving spouse's annual income may not be more than 400% of the Federal Poverty Level for a single person family/household as published annually in January in the Federal Register by the Department of Health and Human Services (HSS) applicable to Connecticut.~~

§ 278-61 Procedures

- A. The tax collector and assessor shall prescribe with regard to their respective duties under this section, such forms and procedures as may be necessary to implement this section. The assessor, in addition, shall take such steps necessary to satisfactorily establish the facts as to the qualifying surviving spouse's interest in the property, by requesting such documents as the assessor deems necessary. Such documentation will be required yearly to continue the tax abatement. Eligibility shall be determined by the assessor and/or their designee, and such determination shall be final.
- B. No later than November 1 of each year, the surviving spouse shall complete & file with the assessor an application for the abatement and shall attest annually that they have not remarried and that they remain otherwise qualified under the terms of this Article.

Section 4: This ordinance is effective upon its adoption and publication in accordance with Section 2.5 of the Town of East Hampton Charter for the Grand List effective October 1, 2023.

Approved this ____ day of _____, 2023.

TOWN COUNCIL

ATTEST

Mark Philhower, Chairperson

Kelly Bilodeau, Town Clerk

Town of East Hampton
Middlesex County, Connecticut

DRAFT 2/9/23

Ordinance No. 2023.01

An Ordinance Regarding Additional Tax Relief Programs

WHEREAS, various provision of Connecticut General Statutes provide for optional expansion of certain property tax relief as determined by the municipality, and;

WHEREAS, the Town Council determines it is appropriate to expand and enhance the existing mandatory and optional programs implemented in East Hampton to the extent possible under the law to provide appropriate relief to certain classes of taxpayers most impacted by increases in taxes, and;

NOW, THEREFORE, pursuant to Section 2.4 of the Town of East Hampton Charter, the Town Council of the Town of East Hampton does hereby ordain as follows:

Section 1: Section 278-25 of the Code of the Town of East Hampton regarding Property Tax Relief for Certain Elderly Homeowners is repealed and replaced in its entirety as follows.

§ 278-25. Applicability and benefits.

(4) To qualify for the tax relief provided in this section a taxpayer shall meet all the requirements outlined in Section 12-170v of the Connecticut General Statutes as may be amended from time to time.

Section 2: Article XII of Chapter 278 of the Code of the Town of East Hampton is hereby created as follows.

Article XII Additional and Expanded Exemptions and Other Relief

§ 278-50. Exemption for Homeowners with Disabilities.

Pursuant to and in accordance with CGS §12-81(i), an additional exemption of \$1,000 is hereby granted to disabled homeowners who qualify for exemption under CGS §12-81(55).

§ 278-51. Exemption for Individuals Who are Blind.

Pursuant to and in accordance with CGS §12-81j, an additional exemption of \$2,000 is hereby granted to blind homeowners who qualify for exemption under CGS §12-81(17).

§ 278-52. Exemption for Disabled Veterans

Pursuant to and in accordance with CGS §12-81g, any person entitled to an exemption from property tax in accordance with CGS §12-81 (20) shall be entitled to an additional exemption from such tax in an amount equal to three times the amount of the exemption

provided for such person pursuant to CGS §12-81 (20), provided such person's total adjusted gross income as determined for purposes of the federal income tax, plus any other income not included in such adjusted income, excluding veterans' disability payments, individually if unmarried, or jointly with spouse if married, during the calendar year ending immediately preceding the filing of a claim for any such exemption, is not more than twenty-four thousand dollars if such person is married or not more than twenty-one thousand dollars if such person is not married.

§ 278-53. Abatement of Taxes for the Poor.

Pursuant to and in accordance with CGS §12-124, the Town Council may abate the taxes or the interest on delinquent taxes, or both, for those qualified under CGS §12-124 and shall report any abatements granted to the annual town meeting.

§ 278-54. Deferral of Taxes Exceeding 8% of Homeowner's Income.

Pursuant to and in accordance with CGS §12-124a, the Town Council may abate the portion of taxes due for any residential dwelling that serves as the primary place of residence for the owner or owners that exceeds eight percent of total income of such owner or owners as provided in CGS §12-124a provided that any amount abated shall constitute a lien upon the property after execution of an agreement with an interest rate as determined by the Town Council in accordance with CGS §12-124a(b).

§ 278-55. Exemption for Certain Non-Disabled Veterans Without Wartime Service.

Pursuant to and in accordance with CGS §12-81jj, any resident who is a veteran as defined in CGS §27-103 and who is not eligible for exemption under subdivisions (19) to (21), inclusive, of CGS §12-81, shall be entitled to an exemption from property tax in the amount of five percent of the assessed value of said veteran's primary place of residence, provided such veteran's qualifying income does not exceed three times the applicable maximum amount as provided under CGS §12-811.

§ 278-56. Exemption for Spouses and Parents of Those Killed in Action

Pursuant to and in accordance with CGS §12-81ii, any resident who is the parent or surviving spouse of a person who was killed in action shall be entitled to an exemption from property tax in the amount of ten percent of the assessed value of said resident parent or surviving spouse's primary place of residence, provided such resident parent or surviving spouse's qualifying income does not exceed the applicable maximum amount as provided under CGS §12-811 plus \$25,000.

Section 3: Article XIII of Chapter 278 of the Code of the Town of East Hampton is hereby created as follows.

Article XIII Abatement of Taxes for Surviving Spouses of Police Officers, Firefighters and Emergency Medical Technicians

§ 278-60 The Town of East Hampton recognizes the valiant and courageous efforts of police officers, firefighters and emergency medical technicians (EMTs). Therefore, pursuant to Section 12-81x of the Connecticut General Statutes, the Town Council of the Town of East Hampton hereby establishes this article for the abatement of a portion of the property taxes due with respect to real property owned and occupied as the principal residence of the surviving spouse of a police officer, firefighter or EMT who suffers a line of duty death.

§ 278-61 Definitions.

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

EMERGENCY MEDICAL TECHNICIAN (EMT) means any person who is certified as an emergency medical technician by the State of Connecticut Office of Emergency Medical Services performing EMT duties full-time, part-time or volunteer for any valid ambulance service provider.

EMT DUTIES means duties performed while traveling to, at, or returning directly from calls routed through an emergency dispatch center, or tests or trials of any apparatus or equipment normal normally used by the employer ambulance service provider; while instructing or being instructed in EMT duties; or while engaging in any other duty ordered to be performed by a superior or commanding officer in the ambulance service provider.

FIRE DUTIES means duties performed while at fires, while answering alarms of fires, while answering calls for mutual aid assistance, while returning from calls for mutual aid assistance, while directly returning from fires, while at tests or trials of any apparatus or equipment normally used by the fire department, while going to or returning directly from such tests or trials, while instructing or being instructed in fire duties, and any other duty ordered to be performed by a superior or commanding officer in a fire department.

FIREFIGHTER means any person who is a duly employed, paid or volunteer member of a municipal fire department for the purpose of performing fire duties full-time or part-time for any valid fire department.

LINE OF DUTY DEATH means the death occurs while the firefighter, emergency medical technician, or police officer is performing an action solely related to performance of their regular work or as a part of it. It does not include deaths that could just have likely occurred while not on duty. Travel to and from the place of business is not considered in the line of duty.

POLICE OFFICER means a duly sworn member of a certified police department or certified police agency serving in an official capacity, full-time or part-time.

POLICE DUTIES means any action which a police officer is obligated or authorized by law, rule, regulation, or written condition of employment of service to perform during regularly scheduled hours, or other hours that qualify for compensation from a local police department.

SURVIVING SPOUSE means the person who was a resident of the Town of East Hampton and married to the police officer, firefighter or EMT at the time of the police officer's, firefighter's or EMT's death.

VALID AMBULANCE SERVICES PROVIDER means any business/non-profit engaged in the business of transporting sick, disabled or injured individuals by ambulance to or from facilities or institutions providing health services.

§ 278-62 Abatement Established

In accordance with state statute § 12-81x, there is hereby established effective for the Grand List of October 1, 2023 and subsequent Grand Lists, an abatement of fifty percent of municipal real residential property taxes due with respect to real property owned by the surviving spouse of a police officer, firefighter or EMT who suffers a line of duty death while a resident of East Hampton. The abatement only applies to Town taxes due to the Town of East Hampton and does not apply to any district or other political subdivision taxes that may be due.

§ 278-61 Terms

- A. The tax abatement will remain in effect so long as the surviving spouse owns the property as of the October 1st grand list and occupies the residence as their primary residence or until the spouse conveys their fee interest in the subject residence. If the spouse subsequently purchases another residence in the town, and all qualifying criteria remain, then the tax abatement shall apply to the new residence. For any property that is in a Trust, a copy of the Trust agreement must be provided to the assessor for review. The terms of the trust agreement are that the claimant must be considered to be the primary beneficiary of the trust.
- B. Upon the death of any person entitled to tax relief pursuant to this section, the tax relief hereunder shall end the following June 30th.
- C. If any person who is entitled to a tax abatement hereunder conveys their fee title in the property with respect to which the tax abatement hereunder has been granted, the tax relief shall be suspended as of the date of conveyance and the nonqualifying grantee of such property shall pay the town a prorated share of taxes thereby due and owing. The assessor is to be notified by the applicant of the transfer within 10 days of the property transfer date.
- D. The property tax relief provided for in this section shall, in any case where title to real property is recorded in the name of the qualifying surviving spouse and any other

person or persons, be prorated to reflect the fractional portion of such qualifying spouse, or, if such property is a multiple family or multiple use dwelling, such relief be prorated to reflect the fractional portion of such property occupied by the qualifying spouse. A spouse desiring such abatement shall submit an application to the assessor requesting a determination as to whether such abatement is permitted.

- E. If such surviving spouse remarries, the abatement shall cease commencing with taxes on the October 1st grand list next following the date of such remarriage.

§ 278-61 Procedures

- A. The tax collector and assessor shall prescribe with regard to their respective duties under this section, such forms and procedures as may be necessary to implement this section. The assessor, in addition, shall take such steps necessary to satisfactorily establish the facts as to the qualifying surviving spouse's interest in the property, by requesting such documents as the assessor deems necessary. Such documentation will be required yearly to continue the tax abatement. Eligibility shall be determined by the assessor and/or their designee, and such determination shall be final.
- B. No later than November 1 of each year, the surviving spouse shall complete & file with the assessor an application for the abatement and shall attest annually that they have not remarried and that they remain otherwise qualified under the terms of this Article.

Section 4: This ordinance is effective upon its adoption and publication in accordance with Section 2.5 of the Town of East Hampton Charter for the Grand List effective October 1, 2023.

Approved this ___ day of _____, 2023.

TOWN COUNCIL

ATTEST

Mark Philhower, Chairperson

Kelly Bilodeau, Town Clerk



Office of THE PUBLIC LIBRARY
Timothy Kellogg, Library Director
tkellogg@easthamptonct.gov

TO: Town Council

FROM: Timothy Kellogg, Library Director

DATE: February 7, 2023

SUBJECT: Library Strategic Plan Survey (2023)

Introduction:

The Library Advisory Board and I are in the process of developing the 2023-2026 Strategic Plan. Part of that process will be collecting information from the public via a survey to be distributed electronically and in print. This memo serves as an outline of the 2023 survey that is pending Town Council review and approval on 2/14/23.

Purpose:

- The purpose of the 2023 Strategic Plan survey is to inform the objectives of the 2023-2026 Library Strategic Plan, which is currently under development.
- The survey will address Library services, Library building needs, and how to support Library building initiatives through the Strategic Plan.
- The survey will also illustrate the accomplishments that resulted from a similar survey conducted in 2020 to form the existing Library Strategic Plan.

Requested Action:

I respectfully request that the Town Council review and approve the 2023 Library Strategic Plan survey for public distribution.

Tim Kellogg

Cc:
Library Advisory Board,
David Cox, Town Manager

East Hampton Public Library Community Survey

The East Hampton Public Library invites you to share your thoughts as we look ahead to serve the community. It will take just a few minutes to complete this survey. This survey will address Library services, Library building needs, and how to support Library building initiatives. Please encourage your friends and neighbors to share their input as well. All individual responses will be kept confidential and only reported as combined information. The deadline for completing the survey is March 17, 2023.

Your input matters! Key results from the 2020 survey:

The Library added more programs with the help of adding an Adult/Young Adult Librarian. ♦ The Library responded to requests for more space with a Space Plan assessment. 2020 survey responses indicated the need for more space in the Library. The Space Plan was the first step in assessing possibilities for the Library building. ♦ The Library added more seating and workspaces. ♦ The Library did maintenance work on its parking lot. ♦ The Library provides daily social media content. ♦ The Library established the Preteen and Teen Advisory Boards.

Survey Questions:

1) In what town, or section of town, do you live?

- East Hampton
- Middle Haddam
- Cobalt
- Marlborough
- Portland
- Other: _____

2) Do you have an East Hampton Public Library card?

- Yes
- No
- I don't know.

3) How often do you use the services of the East Hampton Public Library?

- More than once per week
- Weekly
- Monthly
- Quarterly
- 1 to 3 times per year
- Rarely or never use.

4) What Library services have you used in the prior 12 months? Please check all that apply.

- Check out books/DVDs/CDs/Audiobooks/Periodicals
- e-Books or e-media (Overdrive, Libby, or Hoopla)
- Other online services (Ancestry, CreativeBug, Consumer Reports, etc.)
- Children's Programs

- Teen programs
- Adult programs
- Community events
- Reference/Research Services/Proctoring Services
- Local History/Genealogy
- Museum passes
- Computers/WiFi/Printers/Copying/Faxing/Mobile Printing/Hotspots
- Community Room Rental
- Other: _____
- I was unaware of the availability of the following services from the list above (please comment):

5) In 2020, the Library conducted a similar survey to this one, assessing services and building needs, to prepare the current strategic plan. Did you complete the 2020 Strategic Plan survey?

Yes No I don't know.

6) How much do you agree with the following statement:
 "The Library addressed the needs and concerns I raised as an individual in the 2020 survey."

Strongly disagree Disagree Neutral Agree Strongly Agree N/A

7) If the Library did not address your needs and concerns as an individual, please comment on what those needs were.

8) How much do you agree with the following statement:
 "Library **services** meet my **individual** needs."

Strongly Disagree Disagree Neutral Agree Strongly Agree

Comments:

9) How much do you agree with the following statement:

“Library **services** meet the needs of the **community.**”

Strongly Disagree Disagree Neutral Agree Strongly Agree

Comments:

10) What should the Library do to **improve services** for you as an **individual** and/or the **community**?

11) How much do you agree with the following statement:

“The **physical Library building** (not counting its staff or services) is a great venue for my needs as an individual and/or the needs of the community.”

Strongly disagree Disagree Neutral Agree Strongly Agree

12) How much do you agree with the following statement:

“The **physical Library building** would benefit programming and community needs if it were larger.”

Strongly disagree Disagree Neutral Agree Strongly Agree

13) How would you be willing to financially support a Library building renovation/expansion project?

Taxes

Private Donations

Other: _____

Not willing to financially support

14) What is the one thing the Library could accomplish that would have the greatest impact on the community it serves?

15) Any additional comments you would like to share?

16) Check this box to validate that you have only completed this survey once.

The following optional demographic data will help us better understand the needs of the community.

17) Please select your age range.

- Under 18
- 18-24
- 25-34
- 35-44
- 45-54
- 55-64
- 65+

18) How do you gender identify?

- Female
- Male
- Additional gender category/identity not listed (please specify): _____

19) How many people currently live in your household? _____

20) Of those, how many are under 18? _____

*Thank you for completing our survey! Your opinions are important as we plan for the future.
To keep up to date with our planning efforts please visit:
easthamptonpubliclibrary.org/about/strategicplanning*

**MEMO**

February 9, 2023

To: Town Council
David Cox, Town Manager**From:** Jeremy Hall, Parks and Recreation Director

The information in this memo is to provide a brief update on project areas 7 & 8 of the Watershed Improvement Projects. These project areas are located at Christopher Brook Pond (area 7) and Edgemere pump station (area 8).

The Council may recall the original RFP included the following:

Project Area 7 – Complete installation of 5 large floating islands made up of native wetland species designed to capture nutrients loading from the pond and extending the width of the pond at the location of the current dock. Additionally, the design included a plan to build an impermeable berm made up of sandbags along the outflow of the pond to channel water run off directly into the pond and as a result cut off the channel. The addition of wetland Cattails placed strategically throughout the pond was incorporated in this plan as well.

Project Area 8 – At the Edgemere Pump House, our original RFP called for installation of three level spreader systems made up of 9” Wattle to help slow the velocity within the stream bank to help eliminate erosion of soil sediment from the banks. Also, in the RFP called for live staking along the eroded riverbank of approximately 1,000 live stake plants.

The results of the original bid produced no proposals for projects number 7 and 8. Both bidders were approached regarding their concerns and what the potential costs would have been for the original projects 7 – 8. It was determined that both bidders were reluctant to submit a bid because it was unlikely that the number of floating islands at Christopher Pond and the live stakes at Edgemere would take due to the lack of water in the pond during peak summer or drought season and the limited space to plant live stakes within the eroded areas of the stream bank at Edgemere pump house. Therefore, the unknown of how many times the contractor would need to come back and replant or reestablish the floating islands or live stakes was concerning and they were adding significant number of return trips and replacement material as part of the bid results which drove up the price of the job significantly.

With this in mind, the watershed team redefined the plans to include the recommendations from the contractors to revamp the RFP as follows:

Project Area 7 – Remove the floating islands from the original RFP and install Cattails within the area originally proposing floating islands. Cattails can grow in wetland areas where water is not always present and is proven to absorb nutrients within a water body at significant rates. The plans also address the change to the

impermeable berm to now be an earth like berm to allow for a more natural look and a longer sustainability.

Project Area 8 – reduce the number of live stakes needed down to 400 and recommend a follow up of once at the 4-week time frame to account for contractor responsibility. As an add alternate add one more wattle further upstream to help slow the velocity even more prior to water reaching the eroded riverbanks where live staking will take place.

The Conservation-Lake Commission is hopeful that the changes to the RFP will allow for more bidders to quote these projects. The original project estimates saw a low estimate for both 7 & 8 come in at approximately \$100,000 which would have put the project over budget by more than \$25,000 from the 319 grant. We are confident that by eliminating the floating islands and reducing the live staking number we will reduce the estimate by roughly \$45,000 and still allow us to treat nutrients within these areas at a high standard.

Respectfully,

Jeremy Hall
Parks and Recreation Director

CONTRACT BID DOCUMENTS

FOR THE

**LAKE POCOTOPAUG WATERSHED IMPROVEMENTS
PROJECT AREAS
#7 - #8
EAST HAMPTON, CONNECTICUT**

FEBRUARY, 2023

PREPARED FOR

**TOWN OF EAST HAMPTON
1 COMMUNITY DRIVE
EAST HAMPTON, CT 06424**

**Barton
& Loguidice**

41 Sequin Drive
Glastonbury, CT 06033
T: 860.633.8770
F: 860.633.5971

TABLE OF CONTENTS

SECTION	TAB
INVITATION TO BID	A
INSTRUCTIONS TO BIDDERS.....	B
FORMS	C
Bid Proposal Form	
Noncollusion Affidavit	
Bid Bond	
Agreement	
Construction Performance Bond	
Construction Payment Bond	
GENERAL CONDITIONS.....	D
SUPPLEMENTAL CONDITIONS.....	E
SPECIAL PROVISIONS.....	F
PREVAILING WAGE RATE INFORMATION.....	G
COMMISSION ON HUMAN RIGHTS AND OPERTUNITIES	
(CHRO) CONTRACT COMPLIANCE	H
PLANS.....	I
Title Sheet	
Project Area #7: Christopher Pond	
Project Area #8: Edgemere Water Supply Wells	

TAB A

Invitation to Bid

INVITATION TO BID
LAKE POCOTOPAUG - WATERSHED IMPROVEMENTS
PROJECT AREA
#7- #8

The Town of East Hampton, Connecticut is soliciting sealed bids for completing Low Impact Sustainable Development Stormwater Retrofits within the Lake Pocotopaug Watershed.

This project generally consists of installing upgrades to existing stormwater conveyance and collection systems within Town owned/controlled land and right of ways to control nonpoint sources of water pollution within the Lake Pocotopaug watershed.

Projects for this bid will include:

- 1) Christopher Pond (Trinkaus Engineering, Sheets 1 of 4 and 2 of 4)
- 2) Edgemere Water Supply Wells (Trinkaus Engineering, Sheet 3 of 4 and 4 of 4)

Funding for this project is provided by the Connecticut Department of Energy and Environmental Protection under Section 319 of the Federal Clean Water Act. Work for the project described above includes furnishing, installing and incorporating all materials and equipment into the project as well as performing or providing all labor, supervision, equipment and services unless otherwise noted within the bid documents.

The Town intends to award all the projects to one general contractor and anticipates that the awarded contractor will utilize subcontractors to provide the unique technical experience required at each location. Contractors shall provide a minimum of three project references to verify they're qualified to perform the work

Sealed bids will be received by David Cox, Town Manager, East Hampton Town Hall, 1 Community Drive, East Hampton, Connecticut, 06424, until **11:00 AM on Wednesday March 8, 2023** at which time they will be publicly opened and read aloud.

The Contract Documents, including bid specifications and drawings are available for review at the East Hampton Town Hall, Town Manager's Office, 1 Community Drive, East Hampton, CT. The East Hampton Town Hall is open Monday, Wednesday and Thursday 8:00 AM - 4:00 PM, Tuesday 8:00 AM – 6:30 PM and Friday 8:00 AM – 12:30 PM, and may obtain copies of the Bidding Documents as described below.

Contract documents, pdf format, can be obtained from the Town's website under <https://www.easthamptonct.gov/town-manager> and the Department of Administrative Services (DAS) Construction Services website.

A satisfactory Bid Bond or Certified Check, in an amount equal to five percent (5%) of the base bid, shall be submitted with each bid. The Bid Bond shall be made payable to Town of East Hampton and shall be properly executed by the Bidder and acceptable sureties. All bonds must be from sureties registered in the State of Connecticut.

No Bidder may withdraw his Bid for a period of thirty (30) days after the date of Bid opening.

Barton and Loguidice, LLC.

Lake Pocotopaug - Watershed Improvements
East Hampton, CT

The Town of East Hampton reserves the right to accept or reject any or all options, bids or proposals; to waive any technicality in any bid or part thereof, and to accept any bid deemed to be in the best interest of the Town of East Hampton.

The Town of East Hampton is an Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply

David Cox, Town Manager

TAB B

Instructions to Bidders

INSTRUCTION TO BIDDERS

1. PROJECT DESCRIPTION:

This project generally consists of installing Low Impact Sustainable Development Stormwater Retrofits within the Lake Pocotopaug Watershed to control nonpoint sources of water pollution. Funding for this project is provided by the Connecticut Department of Energy and Environmental Protection under Section 319 of the Federal Clean Water Act.

The work described above includes furnishing, installing and incorporating all materials and equipment into the project as well as performing or providing all labor, supervision, equipment and services unless otherwise noted within the bid documents.

See technical specification 01 11 00 for detailed work descriptions.

2. GENERAL:

Sealed Bids will be received at the office of the Town Manager of the Town of East Hampton located at the East Hampton Town Hall, 1 Community Drive, East Hampton, CT 06424, until **11:00 AM prevailing time on Wednesday March 8, 2023**, at which time the bids will be opened publicly and read aloud. Bids received after the Bid Opening date and/or time will be returned unopened.

3. CONTRACT DOCUMENTS:

These Contract Documents include a complete set of Bidding Forms which are not to be detached from the Contract Documents. Division II Construction Details and Division III Materials Section in the State of Connecticut Department of Transportation (CTDOT) Standard Specifications for Roads, Bridges and Incidental Construction, Form 818, dated 2020 through Supplemental Specifications dated January 2022, which may be purchased from the CTDOT Manager of Contracts, P.O. Box 317546, 2800 Berlin Turnpike in Newington, CT 06131-7546 shall be utilized where materials and specifications are not otherwise noted within the Contract Documents.

4. BIDS:

Bid Documents shall be enclosed in a sealed envelope addressed to the Office of the Town Manager, 1 Community Drive, East Hampton, CT 06424 and clearly marked **"SEALED BID – LAKE POCOTOPAUG - WATERSHED IMPROVEMENTS PROJECT AREAS #7 - #8"** along with the name of Bidder, date and time of Bid Opening in order to guard against premature opening of the Bid.

All Bids must be submitted on forms supplied by the Owner and shall be subject to all requirements of the Contract Documents, including "Instructions to Bidders." All Bids must be regular in every respect; no interlineations, ditto marks, excisions or special conditions shall be made or included in the Bid Form by the Bidders.

The Owner may consider as irregular any Bid on which there are any omissions, alterations of form, additions not called for, conditional or alternate Bids, or irregularities of any kind and, at its option, may reject same. The blank spaces in the proposal must be filled in correctly where indicated for each and every item for which a quantity is given typed or printed in ink. If any price is omitted, the Bid may be rejected. The Bidder shall sign his proposal correctly. If the proposal is made by an individual, his name and post office address must be shown. If made by a firm, partnership, or by a corporation, the proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and also must show the post office address of the firm, partnership or corporation.

A Non-Collusion Affidavit shall be completed and returned with the submitted Bid. More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names will not be considered. Reasonable ground for believing that any Bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. Proposals in which the prices are obviously unbalanced may be rejected.

5. ADDENDA & INTERPRETATIONS:

Any request from a prospective Bidder for interpretation of meaning of Contract Drawings, Specifications or other Contract Documents shall be made in writing to the office of Barton and Loguidice, LLC. 41 Sequin Dr. Glastonbury, CT 06033 and to be given consideration must be received at least seven (7) days prior to date fixed for opening of proposals. Interpretations will be made in the form of written Addenda to Contract Documents, which Addenda shall become a part of the Contract. Such requests may be sent to Barton and Loguidice, LLC via e-mail to kgrindle@bartonandloguidice.com. Not later than four (4) days prior to date fixed for opening of proposals, Addenda will be mailed or delivered to all parties recorded as having obtained Contract Documents. It is the responsibility of the bidder to verify that all Addenda have been received and incorporated into the submitted bid. Failure of any Bidder to receive any such Addenda shall not relieve Bidder from any obligations under his proposal as submitted. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. SITE CONDITIONS:

All information on the Drawings or in the contract Documents relating to subsurface conditions, utilities, and other structures is from best sources available at present to the Owner. All such information and drawings of existing construction are furnished only for the information and convenience of Bidders.

At the date fixed for opening of Bids, it will be presumed that each Bidder has made an examination of location and site of work to be done under Contract; has satisfied himself as to actual conditions, requirements and quantities of work; has considered federal, state and local laws and regulations that may affect cost, progress, performance or furnishing

the Work; and has read and become thoroughly familiar with Contract Documents including Contract Drawings, Specifications, Addenda, and documents referenced therein.

The Owner and the Engineer assume no responsibility whatsoever with respect to ascertaining for the Contractor any facts concerning physical characteristics at the site of the project.

7. BIDDER'S QUALIFICATIONS:

The Owner shall make such investigation as deemed necessary to determine the ability of the Bidder to discharge the Contract. After Bid opening, Bidder shall be prepared to furnish the Owner with all written evidence as may be required for this purpose (e.g., financial data, previous experience, and present commitments) within five (5) days after Owner requests such evidence. Each Bid must contain evidence of Bidder's qualification to do business in the State of Connecticut or covenant to obtain such qualification prior to award of the contract.

Bids received from Bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Bid may be rejected if the Bidder cannot show that they have the necessary capital and experience, and owns, controls, or can procure the necessary plan to commence and complete the work at the rate or time specified, and that they are not already obligated for the performance of other work which would delay the commencement, prosecution, or completion of the work.

8. MODIFICATION:

Any Bidder may modify their Bid at any time prior to the scheduled closing time for receipt of Bids, by submitting an appropriate document duly executed in a manner that Bid must be executed and delivered to the place where Bids are to be submitted. After opening of Bids, no Bidder may withdraw their proposal for a period of sixty (60) days. Owner may, in its sole discretion, release any Bid prior to that date.

9. REJECTION OF BIDS:

The Owner also reserves the right to reject any or all Bids, for any reason it deems advisable, and to award Contract or Contracts to any of the Bidders, regardless of amount of Bid. If the Contract is awarded, it will be awarded to the lowest responsible and eligible Bidder (or Bidders) possessing skill, ability and integrity necessary for faithful performance of work.

10. TIME OF COMPLETION & LIQUIDATED DAMAGES:

The Bidder must agree to fully complete all work within the number of consecutive calendar days of the issuance of the Notice to Proceed set forth in the Agreement. The Bidder must agree also to pay as liquidated damages the sum set forth in the Agreement for each consecutive calendar day thereafter.

11. AWARD OF CONTRACTS:

If the Contract is awarded, Owner will give successful Bidder a Notice of Award within forty five (45) days after the day of Bid opening. The successful Bidder shall then execute and deliver to the Owner, within ten (10) days after notification of the award, three (3) executed Agreements, Final Certificate of Insurance, Performance Bond, Payment Bond, Contractors Minority Business Enterprise Utilization Form and Schedule of Values on forms provided by the Owner. If the successful Bidder fails to comply with the requirements of these documents within ten (10) days of receiving said Notice, that Bidder shall forfeit Bid Security and, at the option of the Owner, the Award may become null and void. The Owner may then proceed to Award the Contract to another of the Bidders.

12. BID SECURITY:

Each Bid must be accompanied by a surety bond, certified or bank check, or a letter of credit, in the amount of 5% of the total of the Bid with the forms supplied by the Owner. Bid security of the successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the sixty-first day after Bid opening, whereupon the Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven (7) days of Bid opening.

13. SCHEDULE OF VALUES:

The apparent successful Bidder must submit, prior to the execution of an Agreement, a preliminary schedule of values for all of the Work. The preliminary schedule of values must be submitted after Bidding by the apparent low Bidder, and the schedule of values must be deemed acceptable by the Engineer, before the Agreement is executed.

14. SECURITY FOR FAITHFUL PERFORMANCE:

In addition to the Agreement, the successful Bidder shall also provide, within the time stipulated, a Construction Performance Bond by a company satisfactory to the Owner in an amount equal to One Hundred Percent (100%) of Estimated Total Contract Price recorded in the Proposal section of the Contract as executed, and a Construction Payment Bond in like amount will be required from the successful Bidder for faithful performance of the Contract.

TAB C

Forms

Bid Proposal Form
Non-Collusion Affidavit of Bidder
Bid Bond
Agreement
Construction Performance Bond
Construction Payment Bond

BID PROPOSAL FORM

BID PROPOSAL

PROJECT IDENTIFICATION:

Lake Pocotopaug - Watershed Improvements Project Areas #7 - #8

THIS BID IS SUBMITTED TO:

Office of the Town Manager
East Hampton Town Hall
20 East High Street
East Hampton, Connecticut 06424
Attention: David Cox, Town Manager

The Undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Bidder accepts all terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for thirty (30) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Award.

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

1. Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt all of which is hereby acknowledged (List Addenda by Addendum Number and Date):

2. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
3. Bidder is familiar with and is satisfied as to all federal, state and local Laws and regulations that may affect cost, progress, performance and furnishing of the Work.
4. Bidder has carefully studied all reports and explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except

Underground Facilities) which have been identified in the Supplementary Conditions. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Utilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs related thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of the Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

5. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
6. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
7. Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
8. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
9. The Bidder has provided a minimum of three project references to verify they are qualified to perform the work.
10. Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

PROJECT AREA #7 – CHRISTOPHER POND

BASE BID

Project No. 7 consists of installation of temporary sand bag barrier, removal of soil, installation of an impermeable berm with riprap lining and installation of 2,500 2” plug plantings as depicted on plans prepared by Trinkaus Engineering, LLC. and any additional items contained in the technical specifications for summery of work. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum price.

_____ Dollars
(in words)

\$ _____
(in numbers)

PROJECT AREA #8 – FACILITY FOR EDGEMERE CONDOMINIUMS

BASE BID

Project No. 8 consists of installation of wattles, 200 live-stakes and 400 tubelings as depicted on plans prepared by Trinkaus Engineering, LLC. and any additional items contained in the technical specifications for summery of work. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum price.

_____ Dollars
(in words)

\$ _____
(in numbers)

PROJECT AREA #7 & #8 ADD ALTERNATE UNIT PRICING

ADD ALTERNATE #1

Add Alternate for Project No. 7 consists of installation of additional 2-inch planting plugs (per 100 count) within the project location depicted on plans prepared by Trinkaus Engineering, LLC. Bidder will complete the Work in accordance with the Contract Documents for the following unit price.

_____ Dollars
(in words)

\$ _____
(in numbers)

ADD ALTERNATE #2

Add Alternate for Project No. 8 consists of installation of Wattle #4 as depicted on plans prepared by Trinkaus Engineering, LLC. Bidder will complete the Work in accordance with the Contract Documents for the following unit price.

_____ Dollars
(in words)

\$ _____
(in numbers)

ADD ALTERNATE #3

Add Alternate for Project No. 8 consists of installation additional live stakes (per 100 count) within the project location depicted on plans prepared by Trinkaus Engineering, LLC. Bidder will complete the Work in accordance with the Contract Documents for the following unit price.

_____ Dollars
(in words)

\$ _____
(in numbers)

ADD ALTERNATE #4

Add Alternate for Project No. 8 consists of installation of additional tubelings (per flat of 38 count) within the project location depicted on plans prepared by Trinkaus Engineering, LLC. Bidder will complete the Work in accordance with the Contract Documents for the following unit price.

_____ Dollars
(in words)

\$ _____
(in numbers)

ADD ALTERNATE #5

Add Alternate for Project No. 8 consists of installation of 200 feet coir logs within the project location depicted on plans prepared by Trinkaus Engineering, LLC. Bidder will complete the Work in accordance with the Contract Documents for the following unit price.

_____ Dollars
(in words)

\$ _____
(in numbers)

11. Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with Article 14 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

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

13. The following documents are attached to and made a part of this Bid:

Required Bid Security in the form of _____

14. Communications concerning this Bid shall be addressed to the address of Bidder below.

15. Terms used in this Bid which are defined in the General Conditions or Instructions to Bidders will have the same meanings indicated in the General Conditions or Instructions to Bidders.

SUBMITTED on: _____, 2023.

By: _____ Title: _____

Bidder: _____

Address: _____

SEAL – if Bid is by a Corporation

NON-COLLUSION AFFIDAVIT OF BIDDER

NON-COLLUSION AFFIDAVIT OF BIDDER

State of: _____)

_____) SS:

County of: _____)

_____; being first duly sworn, deposes and says
that:

- 1.) He is the owner, partner, officer, representative or agent of the Bidder that has submitted the attached Bid:
- 2.) He is fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid:
- 3.) Such Bid is genuine and is not a collusive or sham Bid:
- 4.) Neither the said Bidder nor any of its officers, partners, owner, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage with the Town of East Hampton or any person interested in the proposed Contract.
- 5.) The price quoted in the attached Bid is fair and proper and is not tainted by collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest.

Signed: _____

Title: _____

Subscribed and sworn before me this _____ day of _____
_____, 2023.

Notary Public: _____

My Commission expires _____, _____

BID BOND

BID BOND

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

BIDDER (Name and Address):

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

OWNER (Name and Address):

BID

Bid Due Date:

Project (Brief Description Including Location):

BOND

Bond Number:

Date (Not later than Bid due date):

Penal sum

_____)
(Words)

_____)
(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(Seal
)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

AGREEMENT

AGREEMENT

BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is dated as of the _____ day of _____ in the year _____ by and between the Town of East Hampton (hereinafter called OWNER) _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Installation of Low Impact Sustainable Development Stormwater Retrofits within the Lake Pocotopaug Watershed to control nonpoint sources of water pollution.

Article 2. ENGINEER

The Project has been designed by:

Trinka Engineering, LLC
114 Hunters Ridge Road
Southbury, Connecticut 06488
Phone: (203) 264-4558

The Project is being administered by:

Barton and Loguidice, LLC.
41 Sequin Drive
Glastonbury, Connecticut 06033
Phone: (860) 633-8770

who are hereinafter called ENGINEERS and who are to act as OWNER's representatives from time to time, assume some duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER will perform most of the duties associated with processing applications for payments in lieu of ENGINEER.

Article 3. CONTRACT TIMES

3.1 The Work to complete the overall project will be substantially completed within sixty (60) calendar days of issuance of Notice to Proceed as provided in paragraph 2.03 of the General Conditions and as modified by the Supplementary Conditions.

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER may suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree

that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER three hundred dollars (\$300.00) for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER three hundred dollars (\$300.00) for each calendar day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.1 below:

4.1 In accordance with the Bid Proposal Form (BP-1 thru BP-5), the Bidder will complete the Project in accordance with the Contract Documents for the Lump Sum price of

Project Area #7 Base Bid	\$ _____
Project Area #8 Base Bid	\$ _____
Add Alternate #1	\$ _____
Add Alternate #2	\$ _____
Add Alternate #3	\$ _____
Add Alternate #4	\$ _____

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by OWNER or ENGINEER as provided in the General Conditions and Supplementary Conditions.

5.1 *Progress Payments; Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by the ENGINEER, each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in the case of Unit Price Work based on the number of units completed), or, in the event there is no schedule of values, as provided in the General Requirements. Beginning with the second Application for Payment, each Application shall include

affidavit of Release of Liens from all subcontractors and suppliers of material and equipment.

- 5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

95% of Work completed (with the balance being retainage).

90% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02 of the General Conditions).

- 5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 98% of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

- 5.2 *Final Payment.* At the end of the One Year Correction Period, the CONTRACTOR shall submit to ENGINEER an Application for Payment of the retainage in accordance with paragraph 14.07 of the General Conditions.

Article 6. INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the project.

Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including "technical data".
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified

in the Supplementary Conditions as provided in paragraph 4.0.2 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph 4.0.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.0.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- 7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written solution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement (pages A-1 to A-5, inclusive).
- 8.2 Exhibits to this Agreement (Exhibits A, B, C, D, E,).
- 8.3 Exhibit A – Contractor's Certificate of Insurance
- 8.4 Exhibit B – Contractor's Performance Bond & Payment Bond.
- 8.5 Exhibit C – Contractor's Bid Proposal

- 8.6 Exhibit D – Bid Addenda (if any....)
- 8.7 Exhibit E – Original Bid Documents
- 8.8 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.0.4 of the General Conditions.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.0.4 of the General Conditions.

Article 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement, in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 2023, (which is the Effective Date of the Agreement).

Barton and Loguidice, LLC.

Lake Pocotopaug - Watershed Improvements
East Hampton, CT

OWNER: Town of East Hampton

CONTRACTOR: _____

By: David Cox, Town Manager

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

1 Community Drive

East Hampton, CT 06424

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

License No. _____

Agent for service of process: _____

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

CONSTRUCTION PERFORMANCE BOND

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

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

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

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

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

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

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

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

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

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

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

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

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

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

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

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

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

12. Definitions.

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

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker
Owner's Representative (engineer or other party)

CONSTRUCTION PAYMENT BOND

PAYMENT BOND

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest:

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

EJCDC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

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

2. With respect to Owner, this obligation shall be null and void if Contractor:
2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

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

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

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

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

**FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker:
Owner's Representative (engineer or other party):**

TAB D

General Conditions

**Engineers Joint Documents Committee
Design and Construction Related Documents
Instructions and License Agreement**

Instructions

Before you use any EJCDC document:

1. Read the License Agreement. You agree to it and are bound by its terms when you use the EJCDC document.
2. Make sure that you have the correct version for your word processing software.

How to Use:

1. While EJCDC has expended considerable effort to make the software translations exact, it can be that a few document controls (e.g., bold, underline) did not carry over.
2. Similarly, your software may change the font specification if the font is not available in your system. It will choose a font that is close in appearance. In this event, the pagination may not match the control set.
3. If you modify the document, you must follow the instructions in the License Agreement about notification.
4. Also note the instruction in the License Agreement about the EJCDC copyright.

License Agreement

You should carefully read the following terms and conditions before using this document. Commencement of use of this document indicates your acceptance of these terms and conditions. If you do not agree to them, you should promptly return the materials to the vendor, and your money will be refunded.

The Engineers Joint Contract Documents Committee ("EJCDC") provides **EJCDC Design and Construction Related Documents** and licenses their use worldwide. You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from **EJCDC Design and Construction Related Documents**.

You acknowledge that you understand that the text of the contract documents of **EJCDC Design and Construction Related Documents** has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You further acknowledge that EJCDC documents are protected by the copyright laws of the United States.

License:

You have a limited nonexclusive license to:

1. Use **EJCDC Design and Construction Related Documents** on any number of machines owned, leased or rented by your company or organization.
2. Use **EJCDC Design and Construction Related Documents** in printed form for bona fide contract documents.
3. Copy **EJCDC Design and Construction Related Documents** into any machine readable or printed form for backup or modification purposes in support of your use of **EJCDC Design and Construction Related Documents**.

You agree that you will:

1. Reproduce and include EJCDC's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program. All proprietary rights in **EJCDC Design and Construction Related Documents** are and shall remain the property of EJCDC.
2. Not represent that any of the contract documents you generate from **EJCDC Design and Construction Related Documents** are EJCDC documents unless (i) the document text is used without alteration or (ii) all additions and changes to, and deletions from, the text are clearly shown.

You may not use, copy, modify, or transfer EJCDC Design and Construction Related Documents, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of EJCDC Design and Construction Related Documents in printed or machine-readable format for resale or educational purposes is expressly prohibited.

If you transfer possession of any copy, modification or merged portion of EJCDC Design and Construction Related Documents to another party, your license is automatically terminated.

Term:

The license is effective until terminated. You may terminate it at any time by destroying **EJCDC Design and Construction Related Documents** altogether with all copies, modifications and merged portions in any form. It will also terminate upon conditions set forth elsewhere in this Agreement or if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy **EJCDC Design and Construction Related Documents** along with all copies, modifications and merged portions in any form.

Limited Warranty:

EJCDC warrants the CDs and diskettes on which **EJCDC Design and Construction Related Documents** is furnished to be free from defects in materials and

workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt.

There is no other warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

EJCDC does not warrant that the functions contained in **EJCDC Design and Construction Related Documents** will meet your requirements or that the operation of **EJCDC Design and Construction Related Documents** will be uninterrupted or error free.

Limitations of Remedies:

EJCDC's entire liability and your exclusive remedy shall be:

1. the replacement of any document not meeting EJCDC's "Limited Warranty" which is returned to EJCDC's selling agent with a copy of your receipt, or
2. if EJCDC's selling agent is unable to deliver a replacement CD or diskette which is free of defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

In no event will EJCDC be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use **EJCDC Design and Construction**

Related Documents even if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

General:

You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void.

This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.
General Counsel
National Society of Professional Engineers
1420 King Street
Alexandria, VA 22314

Phone: (703) 684-2845
Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

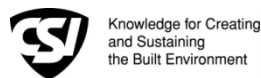
AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by



The Associated General Contractors of America



Construction Specifications Institute

Copyright ©2002

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

TABLE OF CONTENTS

Page

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY	6
1.01 <i>Defined Terms</i>	6
1.02 <i>Terminology</i>	8
ARTICLE 2 - PRELIMINARY MATTERS	9
2.01 <i>Delivery of Bonds and Evidence of Insurance</i>	9
2.02 <i>Copies of Documents</i>	9
2.03 <i>Commencement of Contract Times; Notice to Proceed</i>	9
2.04 <i>Starting the Work</i>	9
2.05 <i>Before Starting Construction</i>	9
2.06 <i>Preconstruction Conference</i>	9
2.07 <i>Initial Acceptance of Schedules</i>	9
ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE	10
3.01 <i>Intent</i>	10
3.02 <i>Reference Standards</i>	10
3.03 <i>Reporting and Resolving Discrepancies</i>	10
3.04 <i>Amending and Supplementing Contract Documents</i>	11
3.05 <i>Reuse of Documents</i>	11
3.06 <i>Electronic Data</i>	11
ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS	11
4.01 <i>Availability of Lands</i>	11
4.02 <i>Subsurface and Physical Conditions</i>	12
4.03 <i>Differing Subsurface or Physical Conditions</i>	12
4.04 <i>Underground Facilities</i>	13
4.05 <i>Reference Points</i>	13
4.06 <i>Hazardous Environmental Condition at Site</i>	13
ARTICLE 5 - BONDS AND INSURANCE	14
5.01 <i>Performance, Payment, and Other Bonds</i>	14
5.02 <i>Licensed Sureties and Insurers</i>	15
5.03 <i>Certificates of Insurance</i>	15
5.04 <i>Contractor's Liability Insurance</i>	15
5.05 <i>Owner's Liability Insurance</i>	16
5.06 <i>Property Insurance</i>	16
5.07 <i>Waiver of Rights</i>	17
5.08 <i>Receipt and Application of Insurance Proceeds</i>	17
5.09 <i>Acceptance of Bonds and Insurance; Option to Replace</i>	17
5.10 <i>Partial Utilization, Acknowledgment of Property Insurer</i>	18
ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES	18
6.01 <i>Supervision and Superintendence</i>	18
6.02 <i>Labor; Working Hours</i>	18
6.03 <i>Services, Materials, and Equipment</i>	18
6.04 <i>Progress Schedule</i>	18
6.05 <i>Substitutes and "Or-Equals"</i>	19
6.06 <i>Concerning Subcontractors, Suppliers, and Others</i>	20
6.07 <i>Patent Fees and Royalties</i>	21
6.08 <i>Permits</i>	21
6.09 <i>Laws and Regulations</i>	21
6.10 <i>Taxes</i>	22
6.11 <i>Use of Site and Other Areas</i>	22
6.12 <i>Record Documents</i>	22
6.13 <i>Safety and Protection</i>	22
6.14 <i>Safety Representative</i>	23
6.15 <i>Hazard Communication Programs</i>	23

6.16	<i>Emergencies</i>	23
6.17	<i>Shop Drawings and Samples</i>	23
6.18	<i>Continuing the Work</i>	24
6.19	<i>Contractor's General Warranty and Guarantee</i>	24
6.20	<i>Indemnification</i>	24
6.21	<i>Delegation of Professional Design Services</i>	25
ARTICLE 7 - OTHER WORK AT THE SITE		25
7.01	<i>Related Work at Site</i>	25
7.02	<i>Coordination</i>	26
7.03	<i>Legal Relationships</i>	26
ARTICLE 8 - OWNER'S RESPONSIBILITIES		26
8.01	<i>Communications to Contractor</i>	26
8.02	<i>Replacement of Engineer</i>	26
8.03	<i>Furnish Data</i>	26
8.04	<i>Pay When Due</i>	26
8.05	<i>Lands and Easements; Reports and Tests</i>	26
8.06	<i>Insurance</i>	26
8.07	<i>Change Orders</i>	26
8.08	<i>Inspections, Tests, and Approvals</i>	26
8.09	<i>Limitations on Owner's Responsibilities</i>	27
8.10	<i>Undisclosed Hazardous Environmental Condition</i>	27
8.11	<i>Evidence of Financial Arrangements</i>	27
ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION.....		27
9.01	<i>Owner's Representative</i>	27
9.02	<i>Visits to Site</i>	27
9.03	<i>Project Representative</i>	27
9.04	<i>Authorized Variations in Work</i>	27
9.05	<i>Rejecting Defective Work</i>	27
9.06	<i>Shop Drawings, Change Orders and Payments</i>	28
9.07	<i>Determinations for Unit Price Work</i>	28
9.08	<i>Decisions on Requirements of Contract Documents and Acceptability of Work</i>	28
9.09	<i>Limitations on Engineer's Authority and Responsibilities</i>	28
ARTICLE 10 - CHANGES IN THE WORK; CLAIMS		28
10.01	<i>Authorized Changes in the Work</i>	28
10.02	<i>Unauthorized Changes in the Work</i>	29
10.03	<i>Execution of Change Orders</i>	29
10.04	<i>Notification to Surety</i>	29
10.05	<i>Claims</i>	29
ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK.....		30
11.01	<i>Cost of the Work</i>	30
11.02	<i>Allowances</i>	31
11.03	<i>Unit Price Work</i>	31
ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES		32
12.01	<i>Change of Contract Price</i>	32
12.02	<i>Change of Contract Times</i>	33
12.03	<i>Delays</i>	33
ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.....		33
13.01	<i>Notice of Defects</i>	33
13.02	<i>Access to Work</i>	33
13.03	<i>Tests and Inspections</i>	33
13.04	<i>Uncovering Work</i>	34
13.05	<i>Owner May Stop the Work</i>	34
13.06	<i>Correction or Removal of Defective Work</i>	34
13.07	<i>Correction Period</i>	34
13.08	<i>Acceptance of Defective Work</i>	35
13.09	<i>Owner May Correct Defective Work</i>	35
ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION		36
14.01	<i>Schedule of Values</i>	36
14.02	<i>Progress Payments</i>	36
14.03	<i>Contractor's Warranty of Title</i>	37
14.04	<i>Substantial Completion</i>	37

14.05	<i>Partial Utilization</i>	38
14.06	<i>Final Inspection</i>	38
14.07	<i>Final Payment</i>	38
14.08	<i>Final Completion Delayed</i>	39
14.09	<i>Waiver of Claims</i>	39
ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION.....		39
15.01	<i>Owner May Suspend Work</i>	39
15.02	<i>Owner May Terminate for Cause</i>	39
15.03	<i>Owner May Terminate For Convenience</i>	40
15.04	<i>Contractor May Stop Work or Terminate</i>	40
ARTICLE 16 - DISPUTE RESOLUTION		41
16.01	<i>Methods and Procedures</i>	41
ARTICLE 17 - MISCELLANEOUS		41
17.01	<i>Giving Notice</i>	41
17.02	<i>Computation of Times</i>	41
17.03	<i>Cumulative Remedies</i>	41
17.04	<i>Survival of Obligations</i>	41
17.05	<i>Controlling Law</i>	41
17.06	<i>Headings</i>	41

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

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

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

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

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

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

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

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

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

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

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

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

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

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

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

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

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

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

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other

Subcontractor for the performance of a part of the Work at the Site.

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

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

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

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

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

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

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

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

B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered", "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

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

D. Defective

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

a. does not conform to the Contract Documents, or

b. does not meet the requirements of any applicable inspection, reference standard, test, or

approval referred to in the Contract Documents, or

c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

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

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

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

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

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

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

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

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

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

2.04 Starting the Work

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

2.05 Before Starting Construction

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

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

2. a preliminary Schedule of Submittals; and

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

2.06 Preconstruction Conference

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

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

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

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

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

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

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

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

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

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

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

- a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

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

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract.

Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as

necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

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

4.02 *Subsurface and Physical Conditions*

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

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

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

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

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

4.03 *Differing Subsurface or Physical Conditions*

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

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

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

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

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

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

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous

areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

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

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

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

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

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

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further

disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

A. Reports and Drawings: Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified

in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

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

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

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

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on

a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the

Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

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

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

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

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

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

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions,

and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

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

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

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

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

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order .

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or

received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

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

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

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

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

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

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

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

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

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

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

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

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

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

1) shall certify that the proposed substitute item will:

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

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

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

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

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

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract

Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

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

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

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

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

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

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

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

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

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

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

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

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

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

6.12 *Record Documents*

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

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

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

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

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

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

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

ings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

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

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

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

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

with respect to Contractor's review and approval of that submittal.

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

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or

disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

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

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal

shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

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

Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show

partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK;
ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and

Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall

be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

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

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an

allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

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

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

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

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

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

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

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

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals

that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those provisions made in accordance

with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

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

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

TAB E

Supplementary Conditions

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the General Conditions and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

ARTICLE 1 REVISIONS:

1.01.19 Engineer

After the word "Agreement" add the words "OWNER may perform some or all of the duties and assume responsibilities of ENGINEER discussed in these General Conditions including, but not limited to, processing of applications of payments and reviewing submittals."

1.01.37 Resident Project Representative

After the word "Engineer" add "or Owner"

After the word "thereof" add the words "for part-time or full-time observation of work as it proceeds in the field. These efforts include interpretation of drawings and specifications, review of field change orders, and review of payment applications."

ARTICLE 2 REVISIONS:

2.05 Before Starting Construction

Delete Article 2.05.B.3 and add the following new Article 2.05.D:

Documentation submitted by CONTRACTOR prior to execution of Agreement shall include a preliminary schedule of values for all of the Work that includes quantities and prices of items which, when added together, equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work. The approved schedule of values shall follow the format provided in the Bidding Documents.

ARTICLE 3 REVISIONS:

3.06 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. In resolving conflicts, errors, and discrepancies, the documents shall be given precedence in the following order: Agreement, Specifications, Drawings. Within the specifications the order of precedence shall be as follows: Special Provisions, Instructions to Bidders, General Conditions, Technical Provisions. Figure dimensions on Drawings shall govern over scale/dimensions, and detailed Drawings shall govern over general Drawings. The Contractor assumes full responsibility for having familiarized itself with the nature and extent of the Contract Documents, work, locality, and local conditions that may in any manner affect the work to be done.

ARTICLE 4 REVISIONS:

4.01 Availability of Lands

Add the following:

- D. If the Contractor, by direct negotiation and bargaining with any land owner, lessee or tenant, has secured for himself any right to use more space or greater privileges in the space provided for purposes incidental to the performance of the Contract, he shall, upon request of the Owner's Representative, furnish to the Owner's Representative proper evidence that such additional right have been properly secured and assurance that no damage to or claim upon the Owner will arrive there from. The Owner shall not be liable in any way for any expense incurred by the Contractor in securing any such right to use additional property.
- E. If access is provided by means of any road or driveway or through private lands, the Contractor shall permit the regular Owners or users thereof to use the same so far as it is consistent with the construction of the work. If any existing driveway or road is damaged by his use thereof, the Contractor shall at once restore it to as good condition as it would have been had he not used it. The Contractor and those under him using any private road or driveway must assume to use that road or driveway on an "as is" basis and use it at their own risk. Neither the Owner nor the land owner shall be liable for damage to persons or property of the Contractor's forces arising from any defect in such road or driveway, except as such defect may be the consequence of negligence of the Owner or the land owner after the award of the Contract.

ARTICLE 5 REVISIONS:

5.04 Contractor's Liability Insurance

Add the following:

- C. The Contractor shall post a Certificate of Insurance, with the Town of East Hampton named as additional insured, in an amount to be determined by the Owner. The Certificate of Insurance shall name the Town of East Hampton as additional insured in the amount of \$1,000,000 which covers the following:
- Public Liability, Bodily Injury and Property Damage
 - Automobile
 - Umbrella
 - Worker's Compensation

- D. Insurance requirements shall also apply to all Subcontractors, and the Contractor shall not allow any Subcontractor to commence work until the Subcontractor's insurance has been obtained.

ARTICLE 6 REVISIONS:

Add the following:

6.10.A Taxes

- A. "To the extent that the Town of East Hampton is exempt from Connecticut sales tax, the Contractor may purchase materials or supplies to be consumed in the performance of this contract without payment of such tax."

6.11.A.1 Use of Site and Other Areas

- A.1 "The exact limit of Work and equipment storage shall be verified and agreed to by Owner and Contractor in the field."

ARTICLE 11 REVISIONS:

Add the following:

11.04 Equipment Rental Rates Not Otherwise Covered

With regard to rental rates applicable to work not covered by either Lump Sum pay items or Unit Adjustments, for any power-operated machinery, trucks or equipment, necessary to use, the Engineer will allow the Contractor the rental rate set forth in the most current edition of the "Rental Rate Blue Book," including all Rate Adjustment Tables and amendments, as published by Dataquest, Inc. of San Jose, California in effect at the time the work is performed for Contractor-owned equipment or at a lower rate, if submitted by the Contractor.

- A. Should the proper completion of the work require equipment of a type not covered by the above-mentioned schedule, the Engineer will allow Contractor a reasonable rental rate which shall be based on that prevailing in the area of the work and shall be agreed upon in writing before the work is begun. However, the Contractor shall show the sources for the rates he has proposed.
- B. For power-operated machinery, truck or equipment, which the Contractor must obtain by rental, he shall inform the Engineer of his need to rent the equipment prior to using it on the work. He shall be paid the actual rental for the equipment, provided that rate does not exceed the rental rate set forth in the "Rental Rate Blue Book", including all Rate Adjustment Tables and amendments as published by Dataquest, Inc. The Contractor shall provide a copy of the paid receipt for the rental expense incurred.
- C. The estimated operating cost per hour will apply only to the actual time the equipment is operating. Operators will be paid as stated hereinbefore for labor

except for certain trucks listed in the "Rental Rate Blue Book" as published by Dataquest, Inc. which show the operators to be included.

- D. For rented equipment not owned by the Contractor or a subsidiary of the Contractor, the following rates shall apply:
 - 1. The daily rate per hour shall apply when the equipment is specifically assigned to the work by the Engineer for a period of 7 consecutive calendar days or less.
 - 2. The weekly rate per hour shall apply when the assigned time exceeds 7 consecutive calendar days but does not exceed 21 calendar days.
 - 3. The monthly rate per hour shall apply when the assigned time exceeds 21 consecutive calendar days.
- E. For Contractor-owned equipment or equipment rented or obtained from a subsidiary of the Contractor, the maximum hourly rate to be used shall be the monthly rate as set forth in the current edition of the "Rental Rate Blue Book", including Rate Adjustment Tables and amendments as published by Dataquest, Inc., divided by 176 (176 working hours per month).

ARTICLE 15 REVISIONS:

Delete the word "persistent" from Article 15.0.2.A.1

ARTICLE 17 REVISIONS:

Add the following:

17.07 Time for Completion and Liquidated Damages:

- A. It is hereby understood and mutually agreed, by and between Contractor and Owner, that the date of beginning and the time for completion as specified in the Agreement of the work to be done hereunder are essential conditions of this Contract; and it is further mutually understood and agreed that the Work embraced in this Agreement shall be commenced on a date to be specified in the Notice to Proceed.
- B. Contractor agrees that said Work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between Contractor and Owner, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and conditions in this locality.
- C. If said Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by Owner, then the Contractor does hereby agree to pay to Owner the amount specified in the Agreement, not as a penalty but as Liquidated Damages for such breach of

Agreement, for each and every calendar day that Contractor shall be in default after the time stipulated in the Agreement for completing the Work.

- D. The said amount is fixed and agreed upon by and between Contractor and Owner because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages Owner would in event sustain, and said amount shall be retained from time to time by the Owner from current periodical estimates.

TAB F

Special Provisions

SPECIAL PROVISIONS

DESCRIPTION:

These Special Provisions amend or supplement the Division II Construction Details (Technical Provisions) and Division III Materials Section in the State of Connecticut Department of Transportation (CTDOT) Standard Specifications for Roads, Bridges and Incidental Construction, Form 818, dated 2020 through Supplemental Specifications dated January 2022, which are incorporated herein and are referred to herein after as "Form 818." Only the Form 818 Division II Construction Details and Division III Materials Section are incorporated herein.

Copies of Form 818 may be purchased from:

CTDOT Manager of Contracts
P.O. Box 317546
2800 Berlin Turnpike
Newington, CT 06131-7546

GENERAL:

Special Provision amendments or supplements that apply throughout Form 818 Division Details (Technical Provisions) are outlined below:

1. Replace the word "State" and the word "Department, wherever they appear, with the word "Town" throughout Form 818.
2. Method of Measurement: Work items for this lump sum project will not be measured separately for payment unless additions, deletions or modifications to the Work are ordered by the Owner issued Change Order.
3. Basis for Payment: Work items for this lump sum project will not be paid for separately unless additions, deletions or modifications to the Work are ordered by the Owner issued Change Order. Progress payments will be made against the Contract Lump Sum for the entire project using an approved Schedule of Values.

RELEVANT SECTIONS:

The following is a list of relevant sections of Form 818 that apply to this project. Note: This list is provided as reference only, meaning that it does not exclusively limit the scope of work for this project.

<u>Section</u>	<u>Description</u>
2.01	Clearing & Grubbing
2.02	Earth Excavation
2.07	Borrow
2.08	Free-Draining Material
2.09	Subgrade

2.12	Subbase
2.13	Granular Fill
2.19	Sedimentation Control System
3.04	Processed Aggregate Base
7.03	Riprap
9.13	Chain Link Fence
9.22	Bituminous Concrete Sidewalk
9.44	Topsoil
9.49	Furnishing, Planting and Mulching Trees, Shrubs, Vines and Ground Cover Plants
9.50	Turf Establishment
9.52	Selective Clearing and Thinning
9.71	Maintenance & Protection of Traffic
9.75	Mobilization
12.20	Construction Signs

See attached document for live-staking procedures for Christopher Brook portion of project.

SUBMITTALS:

The Contractor shall submit (3) copies of each shop drawing/product data to the Town or it's agent for approval, prior to construction. The Town or its agent will endeavor to respond with their approval and/or review comments within a (2) week period of their receipt of said submittals. The Contractor shall make submittals to include but not limited to the sections of the Form 818 above and per the special provisions hereon.

COORDINATION OF WORK:

The Contractor shall coordinate with the Town and its agents accordingly.

SCHEDULE:

The contract time for this project is sixty (60) calendar days, starting on the Notice to Proceed date, and does not allow for a winter shutdown period. The intended project schedule is as follows:

Bids Due:	March 8, 2023
Notice of Award:	March 15, 2023
Contract Signing:	March 17, 2023
Notice to Proceed:	April 3, 2023
Substantial Completion:	June 6, 2023

The Contractor and Town of East Hampton shall coordinate and agree upon a Sequence of Construction prior to issuance of Notice to Proceed.

LIQUIDATED DAMAGES:

The Contractor is hereby notified that liquidated damages in the amount of three hundred dollars (\$300.00) per consecutive calendar day apply to this project in order to help ensure a timely completion.

PREVAILING WAGE RATES:

The Contractor is hereby notified that the bid shall be submitted without consideration of prevailing wage rates if all work is less than \$100,000.

UTILITY COORDINATION:

The Contractor is hereby notified that if existing overhead utilities are planned for temporary and/or permanent relocation to support this project, including Eversource Energy (CL&P), Frontier Communications (SNET), Comcast (Cable) or any other overhead utility, the Contractor is responsible for coordinating the necessary utility relocations or modifications to complete the work.

MAINTENANCE & PROTECTION OF TRAFFIC:

The Contractor is hereby notified that all Town Roads and Town property including shall remain open to the public for the duration of the contract time period. The Contractor shall be responsible for furnishing, installing and maintaining all temporary pedestrian & traffic barriers and construction signage as required for the duration of the contract period. The Contractor shall coordinate the location of these barriers with the Town of East Hampton or their agent. There shall be no separate measurement and payment for maintenance & protection of traffic.

PORTABLE CHEMICAL TOILET FACILITY:

The Contractor shall furnish one (1) portable chemical toilet for the entire duration of the contract time period to support this construction project. There shall be no separate measurement and payment for portable chemical toilet facilities.

CONSTRUCTION STAKING:

The Contractor is hereby notified that these projects are designed based upon existing mapping such as Town-wide GIS level mapping. The contractor will be responsible for laying out these projects based upon existing site features while working closely with Trinkaus Engineering, LLC. and/or Barton and Loguidice, LLC. to assure compliance with the plan. There shall be no separate measurement and payment for additional construction staking.

INSPECTION:

The Contractor is hereby notified that the Town's agents, Trinkaus Engineering, LLC. and/or Barton and Loguidice, LLC., will perform construction inspection to support this project.

TESTING:

The Contractor is hereby notified that the Town's agents, Trinkaus Engineering, LLC. and/or Barton and Loguidice, LLC., shall coordinate and perform all tests as deemed necessary to ensure proper construction/installation of the stormwater retrofits.

PERMITS:

The Contractor is hereby notified that the Town of East Hampton will waive all local municipal permit fees for this project. It is the responsibility of the contractor to obtain all local and other permits required for this project.

CALL-BEFORE- YOU- DIG (CBYD):

The Contractor is hereby notified that they shall contact Call-Before-You-Dig (CBYD) 1-800-922-4455 www.cbyd.com and obtain authorization prior to start of work as required by law.

CONSTRUCTION SEQUENCE:

The anticipated sequence of construction is listed on the project plan sheets for each location.

**SECTION 01 11 00
SUMMARY OF WORK**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The entire scope of work covered under these Contract documents includes installing upgrades to existing stormwater conveyance and collection systems within Town owned land and right of ways to control nonpoint sources of water pollution within the Lake Pocotopaug watershed.

Projects for this bid will include:

- 1) Christopher Pond: Project consists of installation of temporary sand bag barrier, removal of soil, installation of an impermeable berm with riprap lining and installation of plantings as depicted on plans prepared by Trinkaus Engineering, LLC
- 2) Water Supply Facility for Edgemere Condominiums: Project consists of installation of wattles, live-staking and tubelings as depicted on plans prepared by Trinkaus Engineering, LLC.

The work described above includes furnishing, installing and incorporating all materials and equipment into the project as well as performing or providing all labor, supervision, equipment and services unless otherwise specifically noted within the Contract Documents.

The work described above includes the Contractor obtaining all required State and local permits.

1.02 CONTRACT

- A. Complete the entire scope of work under lump sum contract pricing as noted on the bid proposal form and in accordance with the Contract Documents.

PART 2 - PRODUCTS

Not Applicable

PART 3 – EXECUTION**1) Christopher Pond:**

The goal of this wetland enhancement project is to establish wetland emergent plant species that will effectively capture and help settle out fine particulates from incoming stream/stormwater.

a) Plant three rows of native broad-leaf Cattails (*Typha latifolia*). The rows should each stretch across the width of the southern end of the pond, as shown on the design plans. Bidders should include pricing for 500 *Typha latifolia* 2-inch plugs to fill the rows. Row plantings will begin near where the small wooden dock is present on the southwestern side of the pond, or in the area most practical based on water levels in the pond. The plantings should be far enough away from the existing sediment delta so that culvert flows have a chance to dissipate prior to reaching the wetland plantings, increasing the chance of success of the plantings.

Bidders shall ensure all plant materials are established within the 1-year warranty period.

b) In front of the Cattails plantings, in the rectangular area shown on the plans, bidders will plant a mixture of transitional aquatic emergent species: Pickerelweed (*Pontederia cordata*) and emergent Burreed (*Sparganium americanum*) 2-inch plugs. The planting area for said wetland plants is approximately 1,000 square feet and bidders should include costs for 1,000 plugs of each listed species to fill the area. No existing native vegetation should be uprooted, if present. Wetland plantings can be placed around any existing Waterlilies, as these species frequently cohabitate in nature. Plantings shall be provided by New England Wetland Plans or approved equal.

2) Water Supply Facility for Edgemere Condominiums:

The goal of this project is to secure eroding stream banks in the area with perennial woody vegetation of native species, using the 'live-staking' planting technique and coir logs along the cut banks, and by planting live wetland shrub tubelings to secure the streambank soils long term. Bidders should price out 200ft of coir logs, 200 Willow live-stakes and 400 2'-3' tubelings in the base materials price. For the purposes of estimating planting density, bidders should provide tubelings of Silky willow, Pussy Willow, Bebb's Willow, and Common Spicebush (100 each) to be planted above the secured coir logs and live-stakes. Plant species should be evenly distributed through the planting area in order to replicate a naturally established stream bank habitat. Bidders should also provide unit pricing for additional tubelings and contracted labor rates for planting. Follow up visits should be made approximately 45 days after planting, and again in early September. Please take photos and record notes of any dislodged live-stakes or erosion controls, or if the project has successfully begun to establish

vegetation. To determine if live-stakes have successfully rooted, a brief tug on the plantings will reveal if roots have formed (if they are not easily removed). Plantings shall be provided by New England Wetland Plants or approved equal.

The following serves as an approximate procedure for live-staking and tubelings planted along the eroded stream banks of the area indicated in the design plan.

1. Dormant live-stake cuttings must be purchased by very early spring and planted in April-May. Spring is the ideal time for this project to be completed.
2. The bottom of the live-stakes must be cut on an angle to form a point on the end that will be planted beneath the soil. Ensure that the cuttings are not cut or installed upside down.
3. Minimize the number of days between purchase and install of the live stakes. The bottom of the live-stakes should be soaked in water for 1-2 days prior to planting. A fresh angled bottom-cut will be made on the day of installation, and live-stakes should be angled slightly upwards instead of perpendicular to the cut-bank slopes.
4. Secure the coir log material along the edge of a cut stream bank with the Willow live-stakes.
5. Plant the tubelings just behind and above the coir logs.

TAB G

Prevailing Wage Rate Information
(If Required)

TAB H

Commission on Human Rights and Opportunities
(CHRO) Contract Compliance

Commission On Human Rights And Opportunities (CHRO) Contract Compliance

The contractor who is selected to perform this project must comply with 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5 of the Connecticut General Statutes (C.G.S.).

For municipal construction contracts valued over \$50,000, state law requires the contractor, general contractor, or construction manager at risk to set a goal of twenty-five per cent (25%) for award to eligible subcontractors holding current small business enterprise (SBE) certification from the DAS under the provisions of C.G.S. 4a-60g. Of the portion of contracts set aside for SBEs, a goal of twenty-five percent (25%) (or 6.25% of the value of the entire contract funded by the state) must be set aside for awards to eligible contractors holding current minority business enterprise certification (i.e.: DAS certified Minority ("MBE"), Women ("WBE") and/or Disabled ("DisBE") owned businesses). The contractor, general contractor, construction manager at risk must make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such projects.

For Contracts Equal to or Greater than \$500,000.00

The contract cannot be awarded until:

The Contractor has submitted an approved Affirmative Action Plan to CHRO

OR

Authorization has been obtained from CHRO to execute contract and retain 2% per month of the total contract value until CHRO approves the Contractor's Affirmative Action Plan.

Non-Discrimination and Affirmative Action Provisions

(A)(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

(B) Any Contractor who is a party to a municipal public works contract or quasi-public agency project, where any such contract is valued at less than \$50,000 for each year of the contract, shall provide the Commission on Human Rights and Opportunities with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subsection (A)(1) above, provided if there is any change in such representation, the Contractor shall provide the updated representation to the Commission not later than 30 days after such change. Any Contractor who is a party to a municipal public works contract or a quasi-public agency project, where any such contract is valued at \$50,000 or more for any year of the contract, shall provide the Commission with any one of the following: (1) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholder, managers, members or other governing body of such Contractor that

complies with the nondiscrimination agreement and warranty under subsection (A)(1) of this section; (2) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (a) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and the executive director of the Commission on Human Rights and Opportunities or designee certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section; or (3) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section and is in effect on the date the affidavit is signed..

- (C) If the Contract is a municipal public works contract or a quasi-public agency project, the Contractor agrees and warrants that s/he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. The Contractor shall include the provisions of subdivision (A)(1) of this section in every subcontract or purchase order entered into to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (D) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determination of the Contractor's good faith efforts shall include, but shall not be eliminated to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising recruitment and training; technical assistance activities and such other reasonable activities or efforts as

the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in municipal public works contracts or quasi-public agency projects. "Municipal public works project" means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, finance by the state funding in an amount equal to fifty thousand dollars or less. "Quasi-public agency project" means the construction, rehabilitation, conversion, extension, demolition or repair of a building or other changes or improvements in real property pursuant to a contract entered into on or after October 1, 2015, which is financed in whole or in part by a quasi-public agency using state funds, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

DRAFT

Commission On Human Rights And Opportunities (CHRO) Contract Compliance

The contractor who is selected to perform this project must comply with 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5 of the Connecticut General Statutes (C.G.S.).

For municipal construction contracts valued over \$50,000, state law requires the contractor, general contractor, or construction manager at risk to set a goal of twenty-five per cent (25%) for award to eligible subcontractors holding current small business enterprise (SBE) certification from the DAS under the provisions of C.G.S. 4a-60g. Of the portion of contracts set aside for SBEs, a goal of twenty-five percent (25%) (or 6.25% of the value of the entire contract funded by the state) must be set aside for awards to eligible contractors holding current minority business enterprise certification (i.e.: DAS certified Minority ("MBE"), Women ("WBE") and/or Disabled ("DisBE") owned businesses). The contractor, general contractor, construction manager at risk must make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such projects.

For Contracts Equal to or Greater than \$500,000.00

The contract cannot be awarded until:

The Contractor has submitted an approved Affirmative Action Plan to CHRO

OR

Authorization has been obtained from CHRO to execute contract and retain 2% per month of the total contract value until CHRO approves the Contractor's Affirmative Action Plan.

Non-Discrimination and Affirmative Action Provisions

(A)(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

(B) Any Contractor who is a party to a municipal public works contract or quasi-public agency project, where any such contract is valued at less than \$50,000 for each year of the contract, shall provide the Commission on Human Rights and Opportunities with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subsection (A)(1) above, provided if there is any change in such representation, the Contractor shall provide the updated representation to the Commission not later than 30 days after such change. Any Contractor who is a party to a municipal public works contract or a quasi-public agency project, where any such contract is valued at \$50,000 or more for any year of the contract, shall provide the Commission with any one of the following: (1) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholder, managers, members or other governing body of such Contractor that

complies with the nondiscrimination agreement and warranty under subsection (A)(1) of this section; (2) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (a) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and the executive director of the Commission on Human Rights and Opportunities or designee certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section; or (3) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section and is in effect on the date the affidavit is signed..

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

(D) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determination of the Contractor's good faith efforts shall include, but shall not be eliminated to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising recruitment and training; technical assistance activities and such other reasonable activities or efforts as

the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in municipal public works contracts or quasi-public agency projects. "Municipal public works project" means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, finance by the state funding in an amount equal to fifty thousand dollars or less. "Quasi-public agency project" means the construction, rehabilitation, conversion, extension, demolition or repair of a building or other changes or improvements in real property pursuant to a contract entered into on or after October 1, 2015, which is financed in whole or in part by a quasi-public agency using state funds, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

DRAFT

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

(Revised 09/3/15)

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) **Definition of Small Contractor**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes ___ No ___ -Bidder is a minority business enterprise Yes ___ No ___ (If yes, check ownership category) Black ___ Hispanic ___ Asian American ___ American Indian/Alaskan Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___ Female ___
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes ___ No ___
Other Locations in Ct. (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

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

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__

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

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

Yes__ No__

PART IV - Bidder Employment Information

Date:

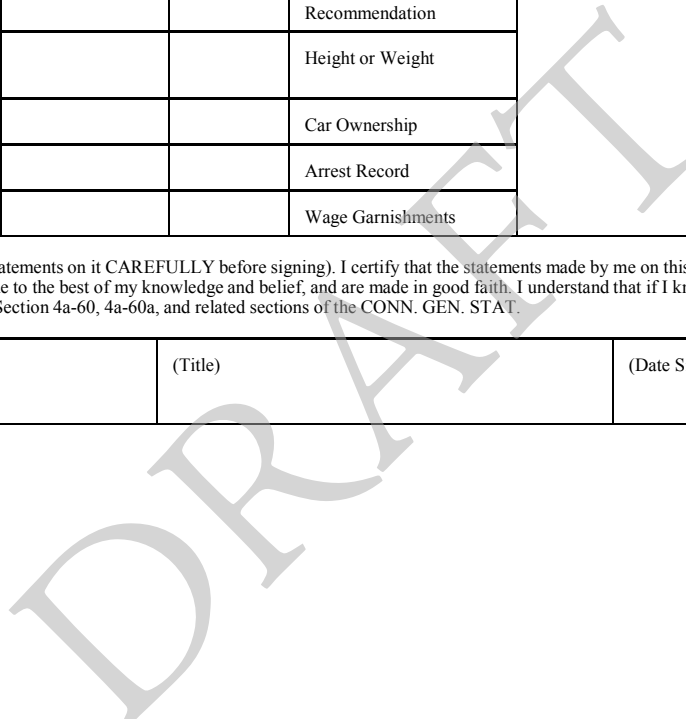
JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Marketing & Sales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

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

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

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

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



TAB I

Plans

STORMWATER RETROFIT PLANS
PREPARED FOR
TOWN OF EAST HAMPTON, CONNECTICUT
LOCATION #1: CHRISTOPHER POND
LOCATION #2: WATER SUPPLY FACILITY FOR EDGEMERE CONDOMINIUMS
DATE: MAY 7, 2022, Revised to 1/9/23

TRINKAUS ENGINEERING, LLC

CIVIL ENGINEERS
114 HUNTERS RIDGE ROAD
SOUTHURY, CONNECTICUT 06488
203-264-4558 (office)
203-525-5153 (mobile)
Email: strinkaus@earthlink.net
Website: www.trinkausengineering.com





NOTE: THIS PROJECT WILL REQUIRE THE PLACEMENT OF IMPERMEABLE BERM & MODIFIED RIPRAP OVER 31 SQUARE FEET OF A MAN-MADE FLOW CHANNEL. THIS CHANNEL WAS CREATED AT A BYPASS CHANNEL FOR THE WESTERMOST CULVERT UNDER CHRISTOPHER ROAD. IN ADDITION TO THE BYPASS CHANNEL, THE SOUTHERN END OF THE BERM WAS EXTENDED TO THE EAST WHICH IS PERPENDICULAR TO THE FLOW OF THE CROSS CULVERTS WHICH FILLED IN A SMALL PORTION OF THE POND WHEN INSTALLED. THE JUSTIFICATION FOR THE FILLING OF 31 SQUARE FEET OF THE OVERFLOW CHANNEL IS TO DIRECT ALL FLOW FROM THE TWO CROSS CULVERTS DIRECTLY INTO CHRISTOPHER POND SO THAT THE FLOW CAN GO THROUGH THE THREE ROWS OF CATTAILS (TO BE PLANTED) AS WELL AS THE PROPOSED MODULAR WETLAND SYSTEMS. BOTH OF THESE PLANTED SYSTEMS WILL ALLOW FOR THE TRAPPING AND REMOVAL FROM THE WATER COLUMN, BOTH NITROGEN AND PHOSPHOROUS WHICH WILL PREVENT THESE NUTRIENTS FROM REACHING THE LAKE.

NOTE: REFER TO WRITTEN NARRATIVE BY HILLARY KENYON REGARDING THE CATTAIL PLANTINGS AND MODULAR WETLAND SYSTEMS.

IMPERMEABLE CLAY BERM ACROSS BY-PASS CHANNEL TO DIVERT FLOWS DIRECTLY TO CHRISTOPHER POND - BERM TO BE COVERED WITH HAND PLACED MODIFIED RIPRAP SEE TYPICAL CROSS SECTION - BERM SHALL EXTEND FOR TWO FEET BEYOND THE TOP OF THE CHANNEL BANKS ON THE CHRISTOPHER ROAD SIDE OF THE BY-PASS CHANNEL. THE BERM SHALL EXTEND TO THE NORTH SIDE OF THE EARTH PENINSULA - THE TOP OF THE BERM SHALL TAPER DOWN FROM THE FULL HEIGHT TO THE TOP OF THE EXISTING GRADE ON THE NORTH SIDE OF THE PENINSULA.

TEMPORARY SAND BAG BARRIER TO BLOCK FLOW IN BY-PASS CHANNEL TO ALLOW CONSTRUCTION OF IMPERMEABLE CLAY BERM - BARRIER SHALL HAVE BOTTOM WIDTH OF 2' AND A HEIGHT OF 3' ABOVE THE BOTTOM OF THE CHANNEL (MINIMUM)

EXISTING HEADWALL

APPROXIMATE EDGE OF POND AND BYPASS CHANNEL TAKEN FROM GIS MAPPING

PROPERTY LINE PER TOWN OF EAST HAMPTON GIS MAPPING

THREE ROWS OF CATTAILS TO BE PLANTED IN THIS GENERAL AREA

LOCATION OF IMPERMEABLE BERM STAKED IN THE FIELD

LOCATION WHERE SOIL TO BE REMOVED TO ELEVATION OF TOP OF STONES ON UPHILL SIDE OF IMPERMEABLE BERM

LOCATION OF IMPERMEABLE BERM FROM STAKE TO FACE OF HEADWALL

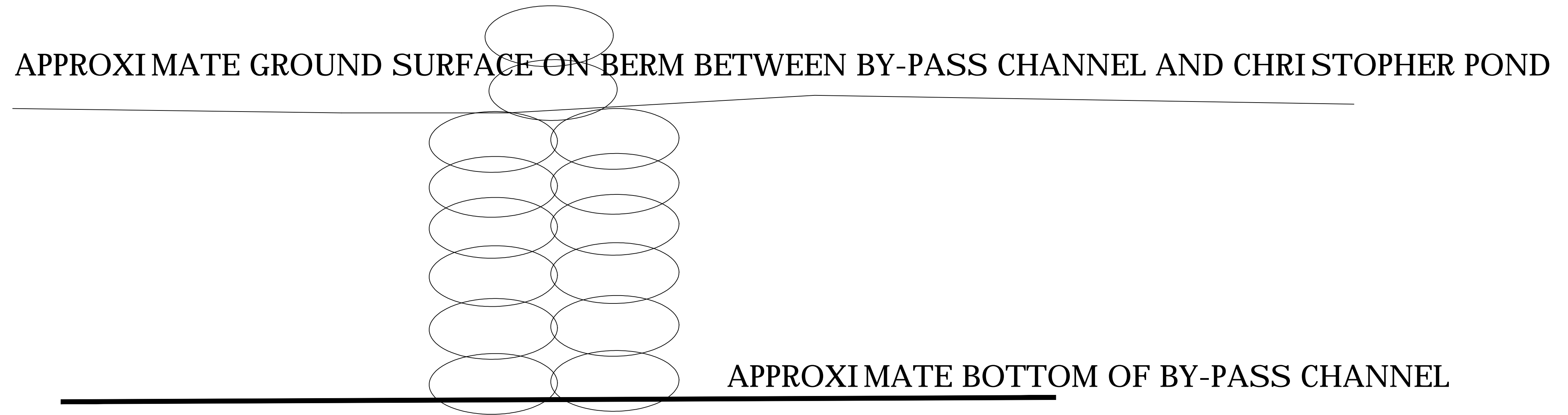


TRINKAUS ENGINEERING, LLC
 CIVIL ENGINEERS
 114 HUNTERS RIDGE ROAD
 SOUTHBRURY, CONNECTICUT 06488
 203-264-4558 (ph)
 Email: strinka@earthlink.net
 Website: www.trinkausingineering.com

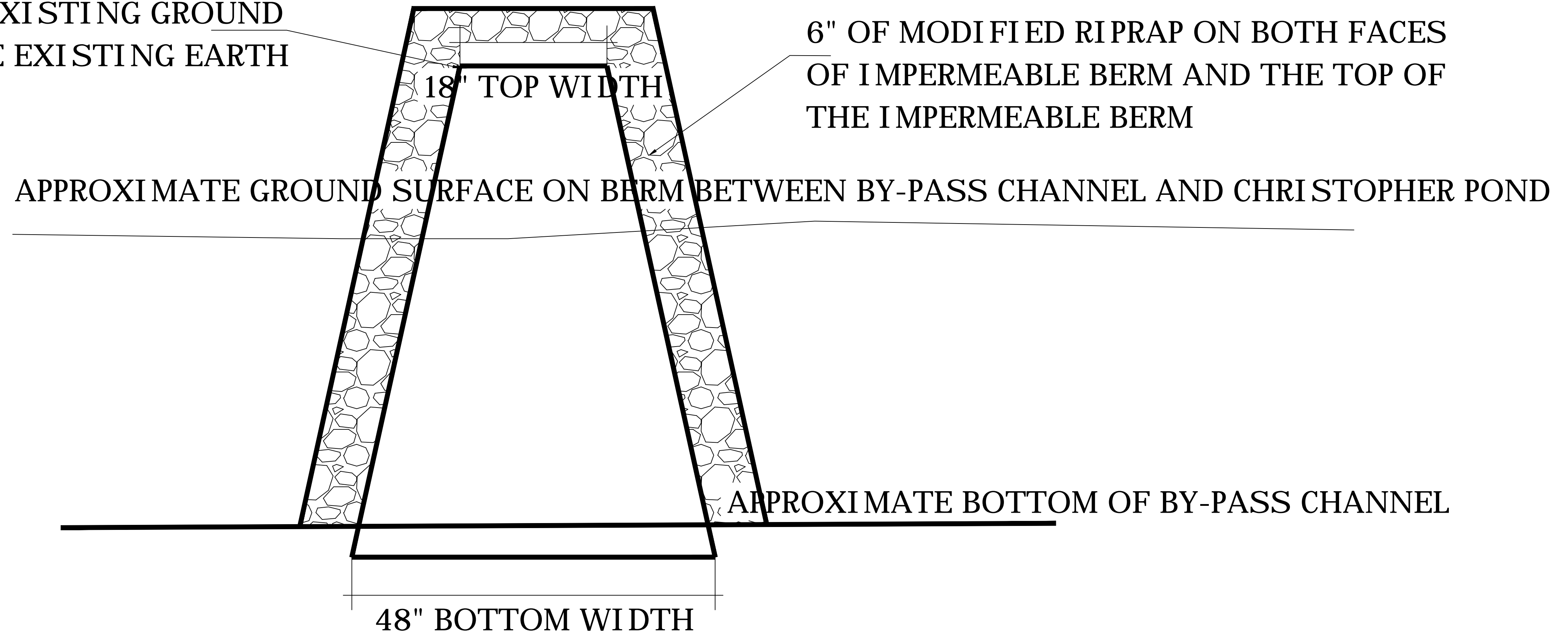


STORMWATER MANAGEMENT PLAN
 SHEET 1 OF 4
 PROJECT #017-2022
 SCALE: 1" = 20'
 DATE: 5/7/22, Rev. to 1/9/23

PREPARED FOR
 TOWN OF EAST HAMPTON
 CHRISTOPHER POND
 EAST HAMPTON - CONNECTICUT



TOP OF IMPERMEABLE BERM SHALL BE
12" ABOVE THE EXISTING GROUND
SURFACE OF THE EXISTING EARTH
PENINSULA



NOTE: BOTTOM OF CHANNEL SHALL BE EXCAVATED
ABOUT 6" BELOW THE BOTTOM OF THE BY-PASS CHANNEL
TO CREATE A SEAL AND PREVENT LEAKAGE UNDER THE
BERM



TRINKAUS ENGINEERING, LLC
CIVIL ENGINEERS
114 HUNTERS RIDGE ROAD
SOUTHBURY, CONNECTICUT 06488
203-264-4558 (ph)
Email: strinkaus@earthlink.net
Website: www.trinkaengineering.com

STORMWATER MANAGEMENT PLAN
SHEET 2 OF 4
PROJECT #017-2022
SCALE: 1" = 20'
DATE: 5/7/22, Rev. to 1/9/23

PREPARED FOR
TOWN OF EAST HAMPTON
CHRISTOPHER POND
EAST HAMPTON - CONNECTICUT



WATTLE #1
 APPROXIMATE LOCATION OF "LIVE STAKING" OF
 STREAM CHANNEL BANK - SEE NARRATIVE BY
 HILLARY KENYON

WATTLE #2

WATTLE #3

WATTLE #4 (OPTIONAL)

EXISTING WELL

NOTE: REFER TO WRITTEN NARRATIVE BY HILLARY KENYON FOR MORE INFORMATION ON THE "LIVE STAKING" ALONG THE CHANNEL BANK AS SHOWN ON THIS PLAN.

NOTE: THERE IS NO PHOTO OF THE LOCATION OF WATTLE #1 IN THE FIELD. THIS WATTLE SHALL BE INSTALLED UPSTREAM OF CHANNEL BEND JUST ABOVE WATTLE #2.

WATTLE #4 LOCATION

WATTLE #3 LOCATION

WATTLE #2 LOCATION

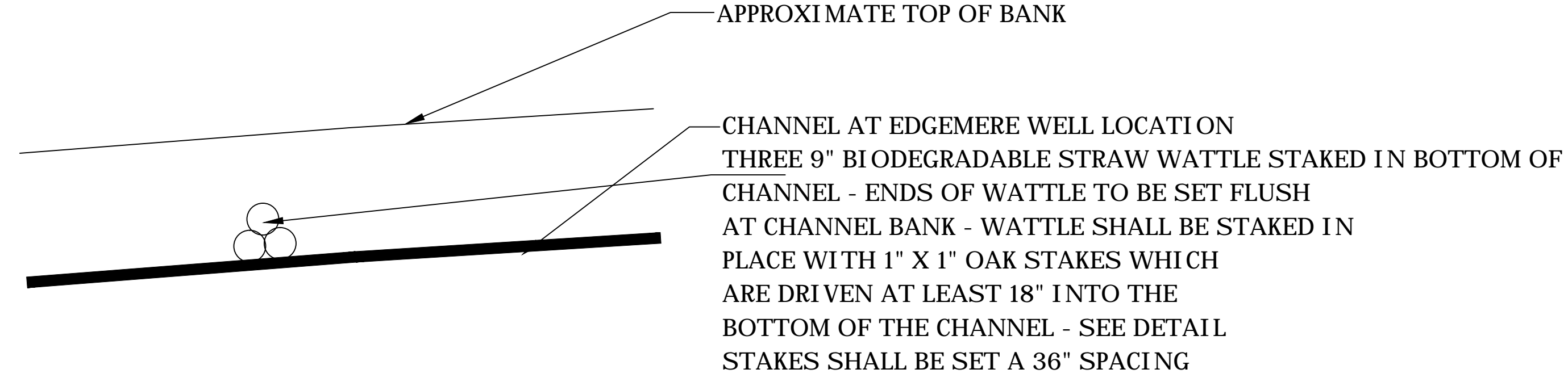


PREPARED FOR
 TOWN OF EAST HAMPTON
 EDGEMERE WATER SUPPLY WELLS
 EAST HAMPTON - CONNECTICUT

STORMWATER MANAGEMENT PLAN
 SHEET 3 OF 4
 PROJECT #017-2022
 SCALE: 1" = 20'
 DATE: 5/7/22, Rev. to 1/9/23

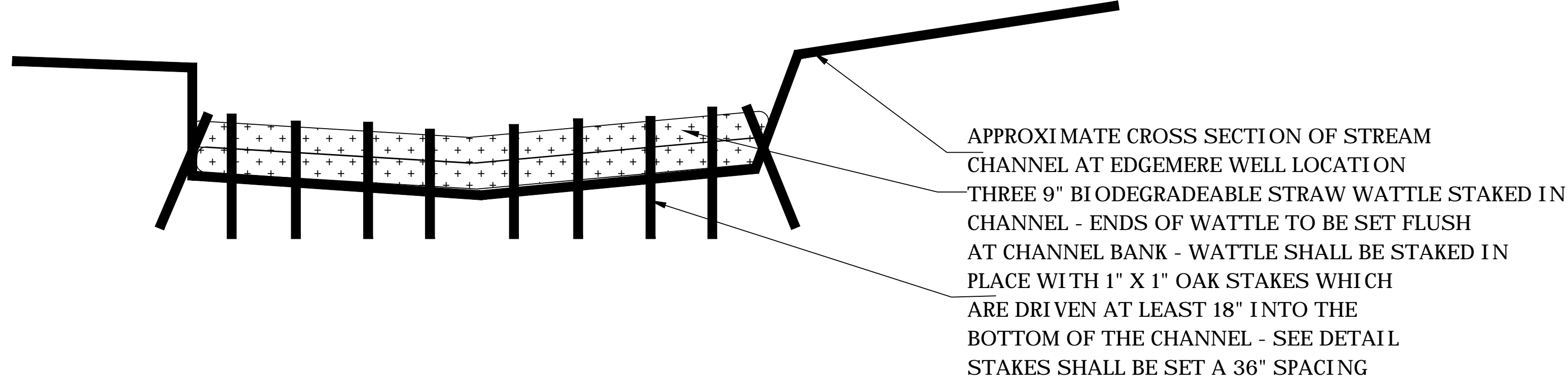


TRINKAUS ENGINEERING, LLC
 CIVIL ENGINEERS
 114 HUNTERS RIDGE ROAD
 SOUTHBURY, CONNECTICUT 06488
 203-264-4558 (ph)
 Email: strinkaus@earthlink.net
 Website: www.trinkausengineering.com



APPROXIMATE TOP OF BANK

CHANNEL AT EDGEMERE WELL LOCATION
 THREE 9" BIODEGRADABLE STRAW WATTLE STAKED IN BOTTOM OF
 CHANNEL - ENDS OF WATTLE TO BE SET FLUSH
 AT CHANNEL BANK - WATTLE SHALL BE STAKED IN
 PLACE WITH 1" X 1" OAK STAKES WHICH
 ARE DRIVEN AT LEAST 18" INTO THE
 BOTTOM OF THE CHANNEL - SEE DETAIL
 STAKES SHALL BE SET A 36" SPACING



APPROXIMATE CROSS SECTION OF STREAM
 CHANNEL AT EDGEMERE WELL LOCATION
 THREE 9" BIODEGRADEABLE STRAW WATTLE STAKED IN
 CHANNEL - ENDS OF WATTLE TO BE SET FLUSH
 AT CHANNEL BANK - WATTLE SHALL BE STAKED IN
 PLACE WITH 1" X 1" OAK STAKES WHICH
 ARE DRIVEN AT LEAST 18" INTO THE
 BOTTOM OF THE CHANNEL - SEE DETAIL
 STAKES SHALL BE SET A 36" SPACING

TYPICAL CROSS SECTION OF 9" BIODEGRADABLE
 STRAW WATTLE CROSSING
 NOT TO SCALE

TRINKAUS ENGINEERING, LLC
 CIVIL ENGINEERS
 114 HUNTERS RIDGE ROAD
 SOUTHBURY, CONNECTICUT 06488
 203-264-4558 (ph)
 Email: strinkaus@earthlink.net
 Website: www.trinkausengineering.com



STORMWATER MANAGEMENT PLAN
 SHEET 4 OF 4
 PROJECT #017-2022
 SCALE: 1" = 20'
 DATE: 5/7/22, Rev. to 1/9/23

PREPARED FOR
 TOWN OF EAST HAMPTON
 EDGEMERE WATER SUPPLY WELLS
 EAST HAMPTON - CONNECTICUT



East Hampton Police Department

1 Community Drive
East Hampton, CT 06424



Dennis Woessner
Chief of Police

February 7, 2023

To: David Cox, Town Manager
From: Dennis Woessner, Chief of Police
Subject: General Order approval

Attached to this memorandum are several General Orders which I am submitting for approval:

General Order 2.1, *Organizational Structure* is an existing General Order which required updating to reflect the actual organizational structure of the agency. It also added an organizational chart.

General Order 2.6, *Organization and Management* is an existing General Order which need to be modified to reflect the promotional process the Department uses.

General Order 5.9, *Traffic Enforcement* is an existing General Order which needed to be modified to reflect the terminology currently used by the Department. Additional updates were also made to be compliant with current Departmental procedures.

General Order 5.10, *Securing Prisoners* is an existing General Order which required the adding of the words "tools and culinary equipment" to be compliant with the POSTC Accreditation Standards.

General Order 5.16, *Marine Patrol Operations* is an existing General Order which required updating to reflect our use of Personal Watercraft (PWC).

General Order 8.1, *Recruitment* is an existing General Order which required updating to reflect certain changes in our recruitment process.

General Order 9.1, *Training-Administration*, is an existing General Order which required updating to reflect the current operation of the training function of the Department.

The Department's structure is organized as follows:

- a. **CHIEF OF POLICE:** OFFICE OF THE CHIEF: ~~The Office of the Chief is under the direction of the~~ The Chief of Police who is the Chief Executive Officer of the Police Department. The Chief exercises authority and responsibility for the administration of the entire Department, **including fiscal management**. The Chief of Police reports directly to the Town Manager.
- b. DIVISION: A major subdivision **of a Bureau**, with responsibility for a group of functions or units. The division may be broken up into several Commands for operational purposes.

The Chief of Police may designate other functions and/or units that will report directly to the Office of the Chief.

3. **Administrative Division:** ~~Office of the Chief~~

The **Administrative Division** ~~Office of the Chief of Police~~ consists of:

- ~~a. Chief of Police~~
- b. Executive Staff (Administrative Secretary and Administrative Assistant)
- c. **Records Unit**

4. **Patrol Division** ~~Field Services Bureau (FSB)~~

The Chief of Police directs the **Patrol Division** ~~Field Services Bureau~~, which consists of operations-related components and/or functions of the Department. These include, but are not limited to the following components:

- Patrol ~~Services Division (PSD)~~
- Evidence
- Training
- K-9

~~5. Support Services Bureau (SSB)~~

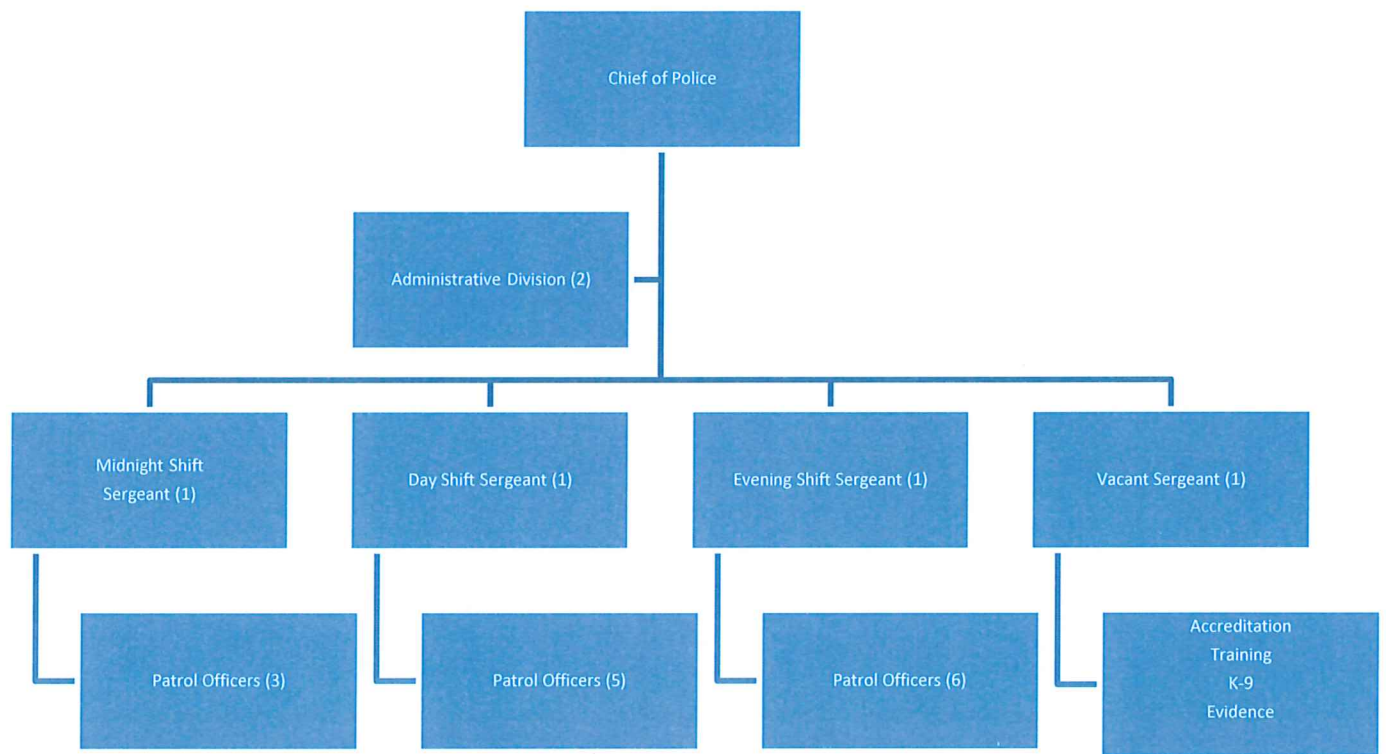
~~The Chief of Police directs the Support Services Bureau, which includes, but is not limited to the following components:~~

- ~~• Records Division~~
- ~~• Evidence~~
- ~~• Administrative Officer~~
- ~~• Communications~~
- Training

B. Organizational Chart

The organizational structure of the East Hampton Police Department is depicted on

a chart that is reviewed and updated as needed or on an annual basis, whichever occurs first. This chart reflects the formal lines of authority and communication within the agency, and the authorized and actual strength of the department at the time of publication. The chart is available to all personnel through the electronic directive system; and is posted at various locations in the police building.

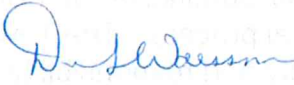




EAST HAMPTON POLICE DEPARTMENT

GENERAL ORDER 2.6

ORGANIZATION AND MANAGEMENT

SUBJECT: PROMOTIONS		
Issue Date: TBD	Effective Date: TBD	Distribution: All Personnel
Amends/Rescinds GO: 5/2/2014		Review Date: / /
Per Order of:  Dennis Woessner, Chief of Police		
<i>This General Order is for departmental use only and does not apply in any criminal or civil proceeding. This General Order should not be construed as creation of a higher legal standard of safety or care in an evidentiary sense with respect to third party claims. Violations of this General Order will only form the basis for departmental administrative sanctions. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting</i>		

I. PURPOSE

To establish written guidelines for the promotion process for sworn officers of the East Hampton Police Department.

II. POLICY

It is the policy of the East Hampton Police Department that the promotion process for sworn personnel shall meet all professional, legal, and administrative requirements, including job-relatedness (validity), usefulness (utility), and fair and non-discriminatory procedures (minimum adverse impact). Unless specifically stated otherwise, the standards in this General Order apply only to sworn personnel.

The promotional process is of vital interest and concern to employees, as promotion brings about recognition, personal satisfaction, and added responsibilities. A standardized system is essential to both the Department and the individual. It is the policy of the Department to promote persons without regard to race, creed, sex, age, or national origin.

III. PROCEDURES

A. Agency Role in Promotional Process

Pursuant to the Town Charter of the Town of East Hampton, Town Ordinances, Personnel Policies and Procedures enacted by the Town Council, and any provisions of the *Collective Bargaining Agreement* between the Town and the Union, the Town of East Hampton, through the Chief of Police, has the authority and responsibility to administer the promotional process for sworn officers of the police department. This process will result in the establishment of a promotion eligibility list for specific ranks.

1. Role of the Chief of Police
 - a. The Chief of Police, or designee, will administer the Police Department's role in the promotional process. The Town Charter vests the Town Manager with the authority and responsibility for the selection and appointment of all officers and employees of the Department, including promotions. Other responsibilities include:
 - (1) To serve as advisor to the Town Manager on promotional matters, as required.
 - (2) To participate in the evaluation of candidates as outlined in the promotional process.
 - (3) To provide input in the development of the promotional testing and measurement instruments that will be used to determine the knowledge, skills, and abilities of the promotional candidates.
 - (4) To review and validate all eligibility prerequisites of candidates participating in all promotional processes.
2. Review and Evaluation
 - a. The entire promotion process should be evaluated in terms of effectiveness relative to selecting the best and most qualified candidates for promotion in a fair and equitable manner. In evaluating the validity, utility, and adverse impact of the process, all factors should be considered in determining when one or more components of the promotional process may need review and revision by the Town through changes in policy and procedures, and changes in the *Collective Bargaining Agreement*, if applicable.
 - b. In order to select the best and most qualified candidates for promotion

in a fair and equitable manner, the Town of East Hampton shall review, and revise as necessary, any/all elements of the promotion process. Given the relative infrequency, in which the promotional process is required, the review will be conducted in anticipation of an upcoming promotional process and must be completed and approved by the Town prior to the promotional announcement of any anticipated process.

B. Authority/Responsibility for Administering Promotion Process

1. The Chief of Police is vested with the authority and responsibility of administering the promotional process. The Chief of Police is vested with the authority and responsibility for overseeing the Department's role in the promotion process, as required. This role may include performing appropriate liaison activities with the Town of East Hampton and vendors of promotional testing materials.

C. Procedures for Promotion Process

1. The Town determines the selection process for the position of Chief of Police. The promotional process for all other ranks may include the following components, depending on the rank:
 - A written examination
 - An oral examination
 - Assessment center
 - The awarding of points from the Chief of Police
 - The awarding of points as determined by the candidate's seniority
 - The awarding of points as determined by the candidate's education/military experience
 - Chief's interview
2. Eligible candidates must provide written notification of their intent to take the promotion examination in accordance with the Town of East Hampton's procedures. All candidates may request to receive written notification of their score, and their placement on the promotion list when applicable, following the completion of all phases of the examination. The Town's Human Resources Personnel Department shall retain results of the each phase of the promotion process in written form. A copy shall be forwarded to the Chief of Police.
3. The *Town of East Hampton Employee Handbook* serves as a resource for promotional issues. and describes all the components of the promotional process. The components of the promotional process shall address, at a

minimum, the following procedures:

a. Evaluating the Promotional Potential of Candidates

While the evaluation and selection of personnel for promotion begins with the identification of employees who appear to have the potential for assuming greater responsibility and who possess the skills, knowledge, and abilities required to perform at that level, the only official criteria used in determining the promotional eligibility of candidates are “time-in-grade” prerequisites. Actual eligibility includes obtaining a passing grade and being placed on the respective promotional list.

b. Administering Written Tests

The Chief of Police within the scope of the Collective Bargaining Agreement **and applicable General Orders** shall administer the written test. Examinations shall consist of one or more of the following tests, as determined by the Town and shall conform to the following provisions:

- (1) Written tests of aptitude, achievement, and knowledge of the work.
The test may include an objective type examination designed to test the applicant's familiarity with information and material which could be reasonably expected in position, standard intelligence tests, standard aptitude tests, or a dissertation on one or more subjects dealing with problems encountered in the classification.
- (2) The written examination shall be obtained from a recognized test development organization and shall be validated by appropriate documentation.
- (3) All examinations shall comply with current Federal, State, and local laws.

c. Use of Assessment Centers

An assessment center is a comprehensive, standardized program in which participants are systematically observed over one or multiple days and evaluated for promotional purposes. If an assessment center is used as part of a particular promotional process, the agency must meet the following minimum criteria in order to be selected:

- (1) Measures dimensions, attributes, characteristics, qualities, skills, abilities, or knowledge specified in a written job analysis.
- (2) Uses multiple assessors who are thoroughly trained prior to participating in a center.
- (3) Uses multiple assessment techniques designed to provide documented information that is used in evaluating the dimensions, attributes, or qualities previously determined.
- (4) Provides participants, upon request, with written rationale and information concerning the dimensions, ratings, and recommendations of the center.

d. Use of Oral Interviews

When utilized, oral interviews, also known as "oral boards," are conducted prior to promotion as part of the promotional process. Once promoted, candidates will serve a probationary period. This review shall consist of a panel of trained professionals within the field of law enforcement. The process is designed to evaluate job skills, knowledge, and abilities related to the duties of the position sought.

e. Providing Procedures for Review and Appeal of the Results

The Chief of Police identifies guidelines governing the review of the results of each promotional element by candidates. Candidates may also be eligible to appeal elements of the promotional process through provisions of their respective *Collective Bargaining Agreement*, as part of the grievance process. In addition, employees may be eligible to appeal promotional processes through provisions established by Federal, State, and/or local laws.

f. Reapplication Procedures

Upon the expiration of a particular promotion list, candidates may apply and participate in the next promotional process.

g. Determining Promotional Eligibility of Lateral Entries and Certified Officers from other States or Certain Military Personnel (Comparative Certifications).

The *Collective Bargaining Agreement* does not allow for the lateral entry of personnel for the rank of Patrolman or below, except in unusual circumstances, such as when there is no internal candidate for the position. Lateral entries or **Comparative Certifications**, regardless of their former rank

and status, are hired as Probationary Police Officers, and must fulfill all promotional prerequisites as provided for in the *Collective Bargaining Agreement*, in order to become eligible to participate in the promotional process. The Town determines eligibility for the position of Chief of Police.

h. Security of Promotional Materials

The Town's Police Chief has the responsibility for the security of promotional materials.

D. Job Related and Nondiscriminatory Procedures

1. All procedures used in the promotional process must be designed to be job-related, useful, and non-discriminatory. The process should ensure that candidates are evaluated on traits or characteristics that are a significant part of the job being sought. All phases of the process must be designed so that they address:
 - **Validity:** Proof through statistical data that a given component of the selection process is job related either by predicting a candidate's job performance or by detecting important aspects of the work behavior related to the position.
 - **Utility:** Proof of the usefulness that a given component of the selection process can be used as a predictor of job success.
 - **Adverse Impact:** Proof that a given component is not discriminatory towards a member of a particular protected class, age, race or ethnic background, as measured by the "80% rule".

E. Promotion Process Announcement

1. The Town has the authority to establish and announce potential promotional test dates. A written promotional announcement, not less than thirty (30) days prior to the examination, shall be posted in conspicuous locations within the Department. The written announcement, and follow-up announcements, shall contain the following, at a minimum:
 - a. A description of the position and/or job classification for which the vacancy exists, which may include the adopted job description for that position.
 - b. A description of eligibility requirements.

- c. A schedule of dates, times, and locations of all elements of the process including the opening and closing dates for eligible candidates to register for the promotional, or that a schedule will follow as soon as the number of candidates are determined.
 - d. A description of the resource, source material, or reading list from which the examination questions are prepared, if applicable.
 - e. A description of the process to be used in selecting personnel for the vacancy.
2. This promotional announcement shall be as detailed as possible. The announcement will be issued to all eligible personnel by being posted in a prominent location in the Police Building.

F. Development and Use of Promotion Eligibility Lists

The Town establishes criteria and procedures for the development and use of eligibility lists for sworn positions, which include the following, at a minimum:

1. The numerical weight, if any, assigned to each eligibility requirement
2. The system of ranking eligible candidates on the lists
3. Time-in-grade and/or time-in-rank eligibility requirements, if any
4. The duration of the lists
5. The method for selecting names from the lists

G. Promotion Probationary Period

1. Probationary Period – Sergeant

Newly promoted employees shall serve a six (6) month probationary period.


2. Probationary Period - Chief of Police

The Chief of Police shall serve a Probationary Period of one (1) year following his/her date of appointment, or as provided by the provisions of the Town Charter or by agreement with the Town Manager.



EAST HAMPTON POLICE DEPARTMENT

GENERAL ORDER 5.9 PATROL FUNCTIONS

SUBJECT: TRAFFIC ENFORCEMENT		
Issue Date: TBD	Effective Date: TBD	Distribution: All Personnel
Amends/Rescinds GO: 5/2/2014		Review Date: / /
Per Order of:  Dennis Woessner, Chief of Police		
<i>This General Order is for departmental use only and does not apply in any criminal or civil proceeding. This General Order should not be construed as creation of a higher legal standard of safety or care in an evidentiary sense with respect to third party claims. Violations of this General Order will only form the basis for departmental administrative sanctions. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting</i>		

I. PURPOSE

The purpose of this General Order is to establish and provide written guidelines which describe the East Hampton Police Department's procedures relating to traffic enforcement activities.

II. POLICY

It is the policy of the East Hampton Police Department ("EHPD" of "Department") to establish procedures for traffic enforcement activities, including provisions that officers enforce traffic laws and regulations in a fair and equitable manner in an effort to increase voluntary compliance with motor vehicle laws, deter collision-causing violations, and promote the safe and efficient flow of traffic.

III. PROCEDURES

A. Selective Traffic Enforcement Activities and Procedures

The ultimate goal of the Department's selective enforcement is to reduce traffic collisions and increase voluntary compliance with traffic laws. Traffic enforcement and traffic collision data summaries and analysis will be used to support field operations, program planning, development of countermeasures, and evaluation of program effectiveness, including the following:

1. Analysis of Traffic Collisions

The Chief of Police or his designee, when necessary, Administrative Sergeant will be responsible for conducting an monthly analysis of all traffic collisions investigated by our Department. This analysis will be used to assign personnel to any identified hazardous locations for selective enforcement activities. This analysis will be submitted to the Chief of Police as part of the monthly Traffic Analysis Report (See Section A.5., Evaluation of Selective Traffic Enforcement Activities). The analysis may will include:

- a. The monthly number of collisions by classification, including property damage only, personal injury, and fatalities
- b. Temporal analysis of traffic collisions, including day of week and hour of day
- c. Geographic analysis of traffic collisions

2. Analysis of Traffic Enforcement Activities

The Chief of Police or his designee, when required, Administrative Sergeant will be responsible for conducting an monthly analysis of all traffic enforcement activities conducted by our Department. This analysis will be used to assist in gauging the effectiveness of selective enforcement countermeasures and other traffic programs. This analysis will be submitted to the Chief of Police as part of the monthly Traffic Analysis Report (See Section A.5., Evaluation of Selective Traffic Enforcement Activities.) The analysis may will include:

- a. A summary of all traffic citations according to day of week, hour of day, and location
- b. An Officer summary of citations, traffic stops, and radar posts.

3. Implementation of Selective Enforcement Techniques

While the implementation of selective enforcement techniques are the responsibility of all Patrol Supervisors, the Chief of Police may designate certain Supervisors and Officers whose primary duties and responsibilities would include concentrating on selective enforcement techniques and activities, including:

- a. Geographical/temporal assignment of personnel and equipment
- b. Preventive patrol designed to deal with specific categories of unlawful driving behavior

The use of such techniques should be based upon crash data and experience, enforcement activity records, traffic volume, and traffic conditions.

4. Deployment of Personnel for Traffic Enforcement

Supervisors will deploy patrol personnel to selective enforcement activities in conjunction with routine patrol responsibilities, including the following activities:

- a. Observe and report traffic flow
- b. Look for improper driving behavior
- c. Identify and act on emergency, hazardous conditions, and other service needs

5. Evaluation of Selective Traffic Enforcement Activities

When necessary ~~The Chief of Police or his designee~~ **Administrative Sergeant** will be responsible for conducting an **monthly** evaluation of the Department's selective enforcement activities. ~~through a Traffic Analysis Report, which will be due by the 15th of each following month. An annual analysis will be completed and submitted by the 15th of February.~~ This analysis will attempt to determine the correlation, if any, between the number and type of traffic accidents (Section A) and the Department's enforcement efforts (Section B). **The analysis Supervisor** will include any findings and recommendations. The analysis may include factors listed below, and may be supported with graphs and charts:

- a. Implementation of selective enforcement techniques and procedures
- b. Deployment of traffic enforcement personnel
- c. Analysis of selective traffic enforcement activities
- d. Contributing factors to traffic accidents, including:
 - o Types of violations
 - o Temporal and geographic factors
 - o Engineering or environmental factors
 - o Roadway hazards
- e. Traffic complaints from the public and neighbors
- f. Results of Speed Studies and Speed **Trailer** Monitor Reports Analysis of traffic accidents

B. Enforcement Procedures for Traffic Violations

Enforcement procedures for traffic violations include provisions for the following:

1. Making a Physical Arrest

Officers should make a physical in-custody arrest of persons who are in violation of serious traffic laws, such as, DUI, felony traffic offenses, and other serious violations as required by the court.

2. Issuing a Citation

The issuance of a traffic citation (infraction or misdemeanor summons) is applicable in the majority of cases involving all traffic violators. A traffic citation should be issued to all violators who qualify for a pay by mail ticket, or who can be issued a summons with a court date.

3. Issuing a Written and/or Verbal Warning

Except for the following types of offenses, a written and/or verbal warning may be a proper alternative used by officers in response to a minor traffic infraction:

- a. All felony and misdemeanor traffic offenses handled by the Court
- b. Unregistered vehicles and vehicles with expired registrations
- c. Vehicles deemed by the officer to be unsafe
- d. Other violations as determined by the Chief of Police

Similarly, a written and/or verbal warning may be appropriate for a minor equipment failure (such as license plates not illuminated) of which the driver was unaware. Verbal warnings may be supported by some written documentation, such as an entry into the CAD System, or a similar manual reporting system.

C. Procedures for Handling Special Traffic Law Violators and Situations

On occasion, officers may encounter traffic violators or situations that may require special procedures to be followed. These situations include, but are not limited to, any of the following:

1. Violators Who Live Outside the State of Connecticut

When an out-of-state traffic violator is issued a minor misdemeanor traffic citation, the officer shall inform the operator that his/her privileges to operate a motor-vehicle in Connecticut and other states may be suspended/revoked if he/she does not appear in court as required.

2. Juvenile Violators

Juveniles, defined in the State of Connecticut as persons under the age of 18, who have committed traffic violations, will not normally be taken into custody, but will be issued a juvenile summons instead, unless the alleged violation is one of the following:

- a. Vehicular homicide
- b. Driving under the influence of alcohol and/or drugs
- c. Fleeing and eluding a police officer
- d. Leaving the scene of an accident
- e. Other circumstances deemed necessary by a Supervisor

Any time a juvenile is to be given a summons, the officer shall notify the juvenile's parent or guardian of the circumstances as soon as possible. For those offenses that do not result in an in-custody arrest, the officer will either summon the parent or guardian to the scene, or take the juvenile home. If an officer deems that a juvenile should remain in custody pending a hearing, the officer must first obtain proper authorization in accordance with the provisions in General Order 6.6, Youth Investigations.

3. State or Federal Legislators

In those instances where state or Federal legislators are stopped for a motor vehicle violation, citations may be issued to such persons in the same manner as any other citizen.

4. Foreign Diplomats, Consular Officials, and Foreign Nationals

Diplomatic and consular officers may be accorded special privileges, rights, and immunities as directed by law and federal statutes. At the same time, it is the duty of all persons enjoying such rights and privileges to respect local laws and regulations. Questions that may arise regarding a traffic violator's diplomatic status may be directed to the U.S. Department of State.

5. Military Personnel

Officers of the East Hampton Police Department should treat military personnel who violate the traffic laws with the same discretion as any other violator. When a physical arrest of an active armed forces member occurs, the arrestee will be allowed to call his/her duty officer, similar to that of any other arrestee.

D. Information to be Provided to Traffic Law Violators

When a motorist is charged with a traffic violation, the officer will provide the violator with at least the following information:

1. Court appearance schedule, if applicable
2. The optional or mandatory nature of a court appearance by the motorist, including the date, time, and location of the scheduled court appearance, if applicable.
3. Notice of whether the motorist is allowed to enter a plea and/or pay the fine by mail or at a specific location, along with an explanation of the options and procedures in regards to paying or contesting the ticket and the possible consequences of failing to appear, or pay the fine, as required.
4. The motorist shall be advised of any other information deemed necessary in a clear, concise, and professional manner. The officer should make every effort to ensure that the motorist has understood the instructions and has no questions.

E. Uniform Enforcement of Traffic Laws

Uniform enforcement action for traffic violations is a key step in achieving the Department's traffic safety goals. Ultimately, uniform enforcement guidelines combined with properly used discretion will ensure appropriate actions by the police, and gain the public confidence in traffic enforcement.

The following procedures are designed to provide direction in each of the following circumstances. However, these enforcement guidelines are not intended to supplant officer judgment, as the officer must decide what enforcement action is proper based upon a combination of training, experience and common sense.

UNIFORM TRAFFIC ENFORCEMENT	
VIOLATION	ENFORCEMENT ACTION
A. Driving Under the Influence of Alcohol/Drugs	<p>Officers of the Department shall aggressively enforce the laws pertaining to driving under the influence of alcohol/drugs, and arrest any driver found to be in violation of these laws when probable cause exists.</p> <p>Probable cause can be established by observation of the driver's vehicular operation, field sobriety tests, and other sensory observations of the officer, as well as, blood/urine tests. Warnings for DUI violations are not authorized.</p>
B. Driving while Suspended/ Revoked	<p>All drivers who are driving during a period of suspension or revocation should be considered flagrant violators of the law and will be issued summonses.</p>
C. Speeding Violations	<p>Officers should consider the degree of hazard, location, road condition, weather, and traffic conditions, when deciding what action to take against a driver. The following can serve as a guide for speeding violations:</p> <ul style="list-style-type: none"> • 1-15 M.P.H. above the speed limit - officers may use their discretion to stop the vehicle, and if so, issue either a verbal or written warning, or a traffic summons • 16 -20 M.P.H. above the speed limit - Officers should stop the vehicle and issue either a written warning or issue a traffic summons • 21 M.P.H. and more over the speed limit – Officers will stop the vehicle and issue a traffic summons

D. Other Hazardous Violations	<p>As with speeding violations, the officer may consider the following circumstances before deciding to issue a summons:</p> <ul style="list-style-type: none"> • The hazard committed by the driver • The location and time of day of the offense • The current enforcement emphasis of the department • Road, weather, traffic conditions when the violation was committed • Driving history of operator, if known
E. Off-Road Vehicles	<p>Officers will enforce all laws and ordinance governing the operation of off-road vehicles on public land, parks, private property, etc. If an officer observes an unlicensed vehicle or one that cannot be legally operated on public roadways operating on such roads, he will order the operator to remove the vehicle and will take appropriate enforcement action, including the towing of the vehicle.</p>
F. Equipment Violations	<p>Officers should issue citations for serious equipment defects, and towed from the roadway, if necessary</p>
G. Public Carrier/ Commercial Vehicle Violations	<p>Operators of commercial vehicles are subject to the same treatment as other motorists. Uniform enforcement policies and procedures noted in this General Order are applicable to commercial vehicles.</p>
H. Other Non-Hazardous Violations	<p>Non-hazardous violations are defined as violations of laws or ordinances affecting the use or protection of streets or highways, but not enacted primarily to regulate safe movement of vehicles or pedestrians. Such violations may include minor equipment defects, no license on person, etc. Except in cases of flagrant violations, non-hazardous violations may be handled by verbal or written warning when deemed appropriate by the investigating officer.</p>
I. Multiple Violations	<p>Enforcement action in incidents involving multiple violations may vary greatly, depending on the circumstances. Generally, officers should use discretion and not file multiple charges against persons if both charges involved would be the result of one single event or act. If multiple violations have been committed, the officer should issue a citation for at least the most serious offense, unless serious independent violations exist, which then may warrant more than one charge.</p>

J. Newly-enacted laws and regulations	Normally the Department observes a thirty (30) day grace period during which officers will issue verbal warnings and advise violators of the new law or regulation. The Chief of Police, by Special Order, may establish leniency periods of different lengths for individual laws/regulations; however, this enforcement guideline is not intended to supplant officer judgment. Each officer must decide what enforcement action is proper based on a combination of training, experience, and common sense.
K. Violations Resulting in Collisions	Officers will investigate traffic collisions as outlined in General Order 5.8, <i>Motor Vehicle Accident Investigations</i> .
L. Pedestrian and Bicycle Violations	<p>The enforcement of traffic laws pertaining to pedestrians and bicycles necessitates broad discretion from individual officers. To provide guidance in this discretion the following procedures are established, which should result in more uniform and consistent application of the law:</p> <ul style="list-style-type: none"> • Sufficient publicity and community awareness campaigns should be initiated prior to any substantial increase in the enforcement effort toward pedestrian and/or bicycle traffic • Officers should concentrate their efforts on pedestrian and bicycle violations in those areas where pedestrian congestion or bicycle accidents have been frequent and severe, or in areas where such violations are known to frequently interfere with traffic

F. Enforcement Practices

The most effective deterrent to traffic law violations is visible patrol in a marked vehicle. All personnel are responsible for traffic law enforcement and other traffic related activities during non-committed times. The following types of traffic patrol may be used for traffic enforcement:

1. Visible Traffic Patrol

This type of patrol includes the following activities:

- a. *Area Patrol*: Moving or stationary observation in the officer's area of assigned responsibility that covers a particular number of streets, roads, or sections of highway
- b. *Line Patrol*: Moving or stationary observation on a specified route between two points, usually on one Town street or a section of highway

- c. *Directed Patrol*: Area, line, or stationary patrol, usually performed in an “out-of-service” capacity, at the direction of a supervisor for specified times, locations, and violations
2. Stationary Observation, Covert, and Overt Traffic Patrol
 - a. Stationary observations may be made from either covert or overt locations depending upon collision history or specific traffic flow problems and the type of location to be observed. Observation from conspicuous locations will serve to deter violators, while covert observations will likely offer the opportunity to detect more violators. If operating speed checks by radar during dark, officers should keep parking lights illuminated on the police vehicle if parked on the roadway or for some other safety reason.
 - b. Radar posts will not be conducted from private property without the owner’s permission. This does not preclude officers from running radar on private property that is open to public use, such as, shopping center parking lots and Town property.
3. Use of Unmarked or Unconventional Vehicles

Shift Sergeants may approve the use of unmarked police vehicles for the purpose of addressing a specific traffic enforcement problem. ~~Officers assigned to bicycle patrol may perform traffic enforcement and conduct traffic stops within the limits of the bicycle and officer’s capabilities (See General Order 5.1 – Patrol Administration – for further information).~~

4. Use of Roadside Safety Checks

Roadside safety checks are a systematic method of stopping vehicles for selective enforcement. Consideration must be given to visibility and stopping distance, traffic and call volume, and staffing levels. A minimum of two officers shall be assigned to any checkpoint. The use of roadside safety checks requires the advance approval of the Shift Sergeant (*See Section J below for further information*).

G. Procedures for Stopping and Approaching Traffic Law Violators

1. Statistics indicate that a high percentage of the incidents resulting in officer injuries and deaths begin as “routine traffic stops.” Officers should approach all traffic stops with caution, and remain flexible in the tactics used depending on the circumstances involved in a particular stop.
2. At best, stops for moving violations, equipment violations, and other reasons that appear to initially present minimal threats to the officer can only be categorized as having an unknown risk to the officer, regardless of the apparent lack of threat potential.
3. High-risk traffic stops would involve circumstances where the threat potential

against an officer is either known or believed to be high, based on specific information, including stopping of stolen vehicles, vehicles containing wanted or suspected felons, vehicles with known or suspected deadly weapons inside, and stops at the conclusion of a pursuit.

4. Depending upon the situation and the officer's assessment, officers shall use procedures and tactics that are including in their training on this topic.

H. Officer Conduct During Traffic Enforcement Activities

1. While traffic law enforcement is a routine task for police officers, it is usually not a routine experience for the general public. Traffic enforcement should be accomplished by conducting the traffic stop in an organized and professional manner, including those factors listed on the cover of the Infractions Book. In addition, officers should:
 - a. Presenting a confident and professional image in dress, grooming, language, bearing and emotional stability
 - b. Allowing the driver to reasonably discuss the violation
 - c. Being alert for any impairment, emotional stress, or illness exhibited by the driver
 - d. Making a reasonable effort to answer the violator's questions and to assist him/her with entering back into the flow of traffic
2. Officers should be mindful that this might be the only contact that a citizen may have with the Department, and the manner in which they treat the violator can reflect favorably or unfavorably on the citizen's perception of the department as a whole.

I. Use of Speed Measuring Devices for Traffic Law Enforcement

The use of speed measuring devices is an invaluable tool to aid in traffic law enforcement. More specifically, police radar/laser and speed monitors trailers, have been shown to be an effective device in carrying out the following departmental traffic enforcement objectives:

- Reducing traffic accidents in high collision areas where speed is a factor
- Reducing speeding violations in response to citizen complaints
- Reducing speeding where speed limit violations are prevalent

1. Equipment Specifications

The equipment standards of electronic speed measuring devices used by the Department, including radar units, laser units, speed monitors monitoring trailers, and similar devices, will be equivalent to the model standards promulgated by the National Highway Traffic Safety Administration.

2. Operational Procedures

Each officer shall have a thorough understanding of the operational procedures for all speed measuring devices and will adhere to the manufacturer's recommendations as outlined in the instruction manual. Other operational procedures include:

- a. All officers certified in the use of electronic speed measuring devices will inspect the unit prior to its use to ensure it's working properly.
- b. The calibration will be checked in the proper manner according to training at the beginning and end of the radar post.
- c. ~~A Radar/Laser Log Sheet shall be completed and submitted to the Court Liaison officer for each radar post conducted.~~

3. Proper Care and Upkeep

If the operator of a speed-measuring device does not get a proper calibration check or feels the device is malfunctioning at any point during its operation, an ~~equipment~~ memo will be completed and turned into ~~a supervisor.~~ ~~the Administrative Sergeant.~~ The unit will not be placed back in service until it has been properly checked and/or repaired. The ~~Chief of Police or his designee will assign someone to~~ ~~Administrative Sergeant will~~ be responsible for the operational readiness of all traffic enforcement equipment.

4. Programmed Maintenance

The ~~person assigned to be responsible for the operational readiness of the traffic enforcement equipment~~ ~~Administrative Sergeant~~ will ensure that every speed-measuring device is maintained according to manufacturer recommendations, and receives a certified calibration at least semi-annually, either by the manufacturer or a qualified technician. All certification, service, and repair records for each speed-measuring device will be forwarded to the ~~person responsible for these devices.~~ ~~Court Liaison officer for filing.~~

5. Operator Training and Certification

The effective use of speed measuring devices is dependent upon the operator's training and understanding of the specific limitations and use of each device. No officer shall operate any speed-measuring device unless he/she has received property training in its use, including certification when applicable.

J. DUI and Alcohol Enforcement Countermeasures

Drivers impaired by alcohol and/or drugs represent a serious threat to the lives and safety of persons using the streets of the Town of East Hampton. Consequently, a comprehensive, coordinated, and ongoing countermeasures program involving enforcement, education, adjudication, treatment, and public support is essential if a program is to have long-term success in combating the DUI problem.

1. Enforcement Countermeasures

- a. The Department will take aggressive enforcement action as it relates to persons operating vehicles under the influence of alcohol and/or drugs. The primary objective of this effort is to reduce the number of drug and/or alcohol related traffic accidents and their subsequent property damage, personal injuries, and death. Patrol officers have the primary responsibility for DUI enforcement. Because of this responsibility:
 - (1) Officers should become familiar with those locations in their assigned areas that are frequently traveled by alcohol or drug impaired drivers, and those areas where alcohol or drug related accidents occur as established through common knowledge or by the traffic analysis function.
 - (2) Officers must be alert for signs of alcohol and/or drug impairment in all contacts with motorists.
 - (3) Officers, who are DUI Operator Certified, must remain proficient in administering breath tests on breath testing equipment, and attend all scheduled rectification sessions that may be required.
 - (4) Officers should refer to Section K below for further information on handling violators charged with DUI.
- b. The Department recognizes the importance of DUI enforcement, and is committed to the efforts necessary to be effective in this area. As a result, the department will:
- c. Provide in-service training from time to time on related issues, as determined necessary by the Chief of Police, and designees.
- d. Offer various opportunities for officers to attend proficiency and/or testing sessions for breath testing equipment as required by the State of Connecticut

2. DUI Checkpoints

The Department ~~will~~ **may** use checkpoints as a tool to enforce the traffic laws of Connecticut and the Town of East Hampton in a safe, effective manner and conforming to all regulations thereof. **DUI checkpoints must be authorized by the Chief of Police or his designee.** ~~In addition to DUI checkpoints authorized by the Chief of Police, Shift Supervisors are authorized to conduct this operation on their shifts.~~ At least one Supervisor will be on the scene as the supervisor in charge of the operation. ~~Whenever possible, planning should~~ **Proper planning must** take place prior to the implementation of the operation. Sobriety

checkpoints and its location will be announced through the media prior to the implementation of checkpoints, as required by law.

3. Other DUI and Alcohol Enforcement Countermeasures

- a. The Department will conduct other DUI and alcohol enforcement countermeasures, including:
 - (1) Programs designed to detect, arrest, and prosecute underage purchases, possession, and drinking of alcoholic beverages, before they have the opportunity to drink and drive.
 - (2) Programs aimed to detect and take enforcement action against liquor stores and other businesses that are licensed to sell alcohol, before they can drink and drive.
- b. The Patrol Sergeant has the functional responsibility of such special operations. The Patrol Sergeant may be required to prepare a detailed written operational plan prior to implementation of any of these operations, as well as an after action report of the results.

4. Educational Programs

An EHPD officer ~~may~~ will be ~~is~~ designated as having the primary functional responsibility for alcohol and driver safety awareness programs for schools and other civic organizations. This may include, but is not limited to the following formal programs:

- ~~a. Drug Awareness and Resistance Program (D.A.R.E.)~~
- b. Point of sales training programs on laws and rules for retail liquor store owners and/or employees, and businesses that are licensed to serve alcohol
- ~~c. Public cable access programming~~
- d. Citizen Police Academy presentations
- e. Any other related program(s) approved by the Chief of Police

K. Handling Traffic Violators Charged with Driving Under the Influence

In an effort to reduce alcohol and/or drug related traffic collisions or offenses, officers will make every effort to detect, apprehend and arrest all persons suspected of operating under the influence. All officers will receive initial training regarding DWI enforcement during recruit training at the Connecticut Police Academy and will receive in-service training as necessary to comply with changes in statute law or arrest procedures during the in-service training period.

The following procedures are designed to assist officers when handling traffic

violators charged with Driving Under the Influence.

1. Observations Used to Detect and Detain DWI Violators
 - a. Unusual or erratic behavior on the road
 - b. The condition and appearance of a driver the officer has encountered
 - c. The driver's behavior at the scene of a collision
 - d. The fact that a driver left the scene without stopping, indicating he may have wanted to conceal his condition as well as his identity
2. Observations Used to Establish Probable Cause
 - a. If the driver's behavior or appearance suggests driving under the influence
 - b. If any of the telltale conditions are present, the officer should always ask the operator if he/she is ill or has been taking any medicine or drugs
 - c. Field Performance Tests, which **may be** ~~are~~ conducted on scene, may include:
 - ~~(1) Balance tests~~ **Vertical gaze nystagmus**
 - (2) Finger to nose test
 - ~~(3) Pencil pick-up test~~ **One leg stand**
 - (4) Walking and turning tests
 - (5) Horizontal gaze ~~and~~ nystagmus test
 - (6) **Lake of convergence**
 - (7) **Modified Romberg**

3. Arrest Procedures of DWI Suspects

If probable cause exists to believe that the operator of a vehicle is under the influence of alcohol and/or drugs, the operator shall be arrested and taken into custody and charged with violation of Connecticut General Statute 14-227a. The arrestee will normally be transported directly to Headquarters for processing.

The accused must be:

- a. Advised of his/her constitutional rights
- b. Read the Post-Arrest Warning in Section E of the DUI A44 Form

- c. Afforded a reasonable opportunity to telephone an attorney prior to the performance of such tests
4. Chemical Tests or Analysis
 - a. Types of chemical tests or analysis
 - (1) Breath tests - Incorporates the collection and analysis of a sample of deep lung air using breath-testing equipment operated by a trained and certified operator
 - (2) Blood tests - Involves the collection of a sample of venous blood by medical personnel and analysis of same by a qualified laboratory
 - (3) Urine tests - Requires the collection of a urine sample by law enforcement personnel and an analysis of same by a qualified laboratory
 - b. Number and Timing of Chemical Tests
 - (1) An additional chemical test of the same type must be performed at least 15 30 minutes after the initial test was performed (C.G.S. 14-227a(c))
 - (2) Any tests performed pursuant to an arrestee's request will be at the arrestee's own expense and convenience
5. Procedures for Bonding
 - a. The following procedures will be in effect for bonding:
 - (1) DWI violators shall not be released on their own recognizance
 - (2) A State of Connecticut Appearance Bond Form or a Misdemeanor Summons will be completed and a copy issued to the person being bonded.
 - (3) If the posted bond is a cash payment, an official receipt will be completed and a copy issued to the person being bonded
 - b. If the individual charged with DWI, Section 14-227a is unable to post bond and will be incarcerated, the following procedures will be followed:
 - (1) If in the opinion of the arresting officer the arrestee is in need of immediate medical care, **or has a BAC of .30 or greater**, he /she will be taken to the hospital by EMS personnel. **If the arrestee has a BAC of .30 or greater the officer may make the determination the individual needs to be taken to the hospital by EMS personnel.**

- (2) If the individual is hospitalized, after the medical evaluation a Supervisor will re-evaluate the individual's qualification for bond and either:
 - (a) Bond the individual out at the medical facility, leaving a copy of the MV Summons or other appropriate paperwork with the individual, OR
 - (b) Have an officer stay with the suspect until he/she can be returned to HQ

6. Temporary Holding of DWI Violators

a. All suspects who are charged with DWI will either be:

- (1) Released to a responsible adult (as judged by a Supervisor). If a responsible party is not available, THEN
- (2) The person shall be held until a responsible adult can be located, or the Shift supervisors determines that the person may be bonded out

7. Reporting Requirements

In all cases where an individual is charged with Operating Under the Influence (C.G.S. §14-227a), the following reports must be submitted:

- a. Officer's DWI Arrest and Alcohol Test Refusal or Failure Report, A-44 (this form must be notarized)
- b. EHPD Offense Report **and/or** State Collision Report Form - PR-1
- c. The completed Misdemeanor Summons - White, **Pink Green**, and Yellow Copy
- d. **Copy of license memo**

L. Identification and Referral of Drivers for Operator's License Reexamination

In instances when Officers encounter drivers who no longer appear to be competent to operate a motor vehicle, a request for recertification may be made to the Connecticut Division of Motor Vehicles.

M. Parking Enforcement Activity

1. General Provisions

All existing parking regulations will be enforced with reasonableness and impartiality in all areas of town. Procedures for the Department's parking enforcement program include the following:

- a. *Overtime Parking Violations*: Overtime parking will be enforced on Town or State maintained roadways posted with "time restriction" parking signs (e.g., 2-hr. parking)
- b. *Handicapped Parking Violations*: Will be enforced at all posted and painted stalls with "State Permit Required" signs
- c. *Fire Lane Violations*: Fire lane violations may be enforced in those areas identified as such and display an official "Fire Lane" sign **or approved pavement markings**.
- d. ~~*Overnight Parking Violations*: Will be enforced for commercial vehicles parked overnight on residential streets~~

2. Enforcement Action

The appropriate enforcement action will depend on a variety of factors, including officer discretion, based on experience and training. This may include making a reasonable attempt to contact or locate the vehicle's owner or operator to have the vehicle moved prior to taking formal enforcement action.

3. Exempted Vehicles

Officers shall be aware certain legal exemptions that may exist when enforcing parking regulations, including those that follow:

- a. Vehicles bearing commercial license plates may occupy a parking space on a Town street for the purpose of loading or unloading merchandise without violating any ordinance, providing that such loading or unloading shall be done as expeditiously as possible
- b. Vehicles exempted under C.G.S. § 14-290(b) shall not be ticketed

4. Contested Parking Tickets

Parking tickets may be administratively disposed of when it would be the prudent course of action under the circumstances surrounding the individual ticket. Citizens may contest a parking ticket, or ask that it be administratively dismissed or excused, by submitting **in writing to the Chief of Police their reason for requesting that the parking violation be dismissed or excused.** ~~a *Parking Violation Review Request Form* to the Record Management Unit.~~ This form is also **available on the Department's Web Page.** As the Local Traffic Authority as designated by State statute, only the Chief of Police, or designee, may dispose of a parking ticket, which will only be allowed for one of the following reasons:

- a. ***Dismissed***: based upon determination that the offense did not occur or a valid permit exists, but was not properly displayed, such as a handicapped parking permit

- b. **Excused:** based upon determination that the offense did occur, but discretion was exercised to administratively excuse the parking ticket. No parking ticket is eligible to be excused unless the registered owner of the vehicle meets ALL of the following criteria:
- o There are no outstanding unpaid parking tickets, AND
 - o There has not been another parking ticket excused within the past 12 months


If the Chief of Police decides not to dismiss or excuse the parking ticket the Citizen may appeal the ruling to the Town Hearing Officer, appointed by the Town Manager, pursuant to Connecticut General Statutes 7-152b(b).

The Chief ~~will~~ may review and audit this process each year, and at other times as determined by the Chief of Police.



EAST HAMPTON POLICE DEPARTMENT

GENERAL ORDER 5.10 PATROL FUNCTIONS

SUBJECT: SECURING PRISONERS		
Issue Date: TBD	Effective Date: TBD	Distribution: All Personnel
Amends/Rescinds GO: 10/12/2022		Review Date: / /
Per Order of:  Dennis Woessner, Chief of Police		
<i>This General Order is for departmental use only and does not apply in any criminal or civil proceeding. This General Order should not be construed as creation of a higher legal standard of safety or care in an evidentiary sense with respect to third party claims. Violations of this General Order will only form the basis for departmental administrative sanctions. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting</i>		

I. PURPOSE

The purpose of this policy is to establish a procedure for securing and controlling prisoners in the East Hampton Police Department ("EHPD") holding facilities.

II. POLICY

It is the policy of the East Hampton Police Department to ensure the safety of East Hampton Police employees, prisoners under their control, and the general public. EHPD holding facilities will be managed and operated pursuant to the practices established herein, in a manner consistent with maintaining the safety and security of EHPD facilities and its occupants.

III. DEFINITIONS

Custody: Legal or physical control of a person in an area or facility or while in transit; legal, supervisory, or physical responsibility for a person.

Detainee: A person in the custody of EHPD personnel and whose freedom of movement is at the will of EHPD personnel.

Holding Facility: A confinement facility outside of a jail where detainees are housed, receive meals, and can be detained for periods involving days and overnight stays for a period of not more than 72 hours, excluding holidays and weekends.

In Custody: Being under the full control of a law enforcement officer.

Inventory: A detailed, itemized list, report, or record of items in one's possession or the process of making such a list, report, or record.

Processing: Includes pre-booking activities involving detainees in custody, after which detainees may either be released from custody by one of several means or be escorted to a holding facility, at which time they would be booked.

IV. PROCEDURES

A. Securing Weapons

1. Entering a secure and confined area with a potentially hostile prisoner or prisoners, while carrying weapons, increases the potential for injury to officers and prisoners.
2. Firearms, Tasers, knives, and other weapons as determined by the Chief of Police, are prohibited in all prisoner areas, including temporary holding cells, jail cells, prisoner interview and interrogation, and booking processing rooms, unless authorized as described below. Weapon storage lockers shall be located at the entrances to the cellblock area in the sally port, at other points of entry into the holding facility, and near any other temporary holding rooms in the police building. All personnel, including members of other agencies, shall be required to secure their firearms, Tasers, and knives in these lockers prior to entering the holding facility, cellblock area, or any other area containing a detainee or prisoner.
3. Weapons such as OC spray and batons may be taken into holding and cellblock areas, provided they are secured and under the control of the employee.
4. It shall be the responsibility of all supervisors to enforce this directive. The only exceptions or conditions where firearms and/or Tasers shall be allowed in these areas are during bona-fide emergencies, including:
 - a. Situations where it is suspected or known that a detainee has obtained a weapon
 - b. Situations where a detainee has taken a hostage
 - c. Other emergencies; with the approval of the Shift Supervisor
5. If an officer goes to another facility, either to pick up or drop off a prisoner, they will follow the rules of that agency as they apply to securing their weapons. If the facility lacks weapon storage lockers, the officer will secure their weapons in their police vehicle.

B. Minimum Physical Conditions for Holding Facility

1. Adequate lighting as required by local code or ordinance.
2. Circulation of fresh or purified air in accordance with local public health Standards.
3. Access to a toilet and drinking water.
4. Access to wash basin or shower for detainee held in excess of eight hours.
5. A bed for each detainee held in excess of eight hours.
6. Bedding issued to detainees held overnight should be clean, sanitary and fire retardant.
7. The holding facility has an automatic fire alarm and heat and smoke detection system, which has been approved in writing by state or local fire officials.
 - a. A weekly documented visual inspection and a semi-annual documented testing of fire equipment; and
 - b. A daily visual inspection and documented testing of the automatic fire detection devices and alarm systems as required by local fire code

C. Security Checks and Facility Inspection

1. Proper maintenance and inspection of all EHPD holding facilities is essential to prisoner security and ensuring the safety of those utilizing the facilities.
 - a. All EHPD members authorized to enter and utilize the holding facility shall be trained in the location and operation of holding facility keys. Those keys shall be stored and maintained in a secure location as to not allow access by prisoners. After use of holding facility keys they will be returned to the designated secure location.
 - b. Prior to and immediately after placing a prisoner in a temporary holding cell, jail cell, prisoner interview and interrogation room, booking or

processing room, or holding cell, the area(s) shall be checked for weapons, contraband, **tools, culinary equipment** and/or visible damage. Discovery of any of these items will be documented and immediately reported to the Shift Supervisor. Following the removal of a prisoner and inspection of the applicable holding facility areas; entry/exit doors controlling access to the holding facility shall be shut and secured. Unoccupied temporary holding and holding cell doors may be left open to facilitate the safe transfer of prisoners in to those designated areas. When a prisoner occupies either temporary holding or a holding cell, that door will be shut and secure.

- c. The Chief of Police or his designee will ensure that a detailed weekly inspection of all EHPD holding facilities be conducted. The purpose of these documented inspections will be to identify and correct any conditions that may threaten the safety of EHPD employees or prisoners. The weekly documented inspections will cover the following:
 1. First aid kits located in the holding facility and replenished as necessary
 2. Sanitation of the facility specifically for the control of vermin and pests
 3. Security inspection of the facility (bars, locks, windows, walls, floors, ventilator covers, glass panels, access plates, protective screens, doors, and other security devices) including searching for weapons and contraband
 4. Fire retardant blankets are present
 5. Sufficient food/drinks present
 6. Fire protection equipment present (pull boxes/sprinkler heads/main fire panel in lobby showing no errors or alarms)

D. Prisoner Search

1. Placing a prisoner in a EHPD facility without ensuring that (s)he is properly searched for weapons and/or contraband creates an unnecessary risk. All prisoners will be properly searched prior to being placed into an EHPD holding facility. Any item that could be used to inflict harm to the prisoner or an officer such as: medications, shoelaces, belts, ties, headbands, matches, sharps, etc. will be removed from the prisoner. Items which are removed

from the prisoner will be noted on the Prisoner Inventory Form and secured in the prisoner locker in the cell block area. Any contraband or evidence found on the prisoner will also be listed and then held as evidence.

2. The prisoner should be searched by a same sex officer whenever possible. Officers shall be sensitive to the LGBTQ populations when conducting searches. When appropriate ask the prisoner whom they would prefer to conduct the search. In the event that a same sex officer or requested sex officer is not working and the officer must conduct the search, officers should use their body worn camera or the building CCTV camera(s) to record the search of a prisoner of the opposite sex. Strip and body cavity searches are covered under General Order 1.7

E. Placement of a Prisoner in an EHPD Temporary Holding Facility

1. Restraining devices should be removed from prisoners prior to placing them in a temporary holding facility unless the officer feels that the removal will be a security/escape risk. The facility is equipped with a metal bar which one end of the restraining device can be attached to if the officer feels it is necessary to further secure the prisoner.
2. The temporary holding facility is used for the processing of prisoners and is intended to be short term, no longer than 2 hours. The facility has the same minimum physical conditions as the cells, except access to water and a bathroom. Should the prisoner need access to a bathroom or water the prisoner may be removed from the temporary holding facility and placed into a normal cell, which has all the required amenities.
3. The facility is equipped with the same audio and visual recording and fire suppression systems as the rest of the cells and prisoner processing area.
4. The entire holding facility (temporary holding, processing and cells) is a restricted access area. When prisoners are present only officers, attorneys or bail commissioners/bondsmen are allowed into these areas. The facility has sufficient security measures to prevent the escape of prisoners, to include multi-factor access control.

F. Holding Facilities for Males, Females, and/or Juveniles

1. All cells in this Department's holding facility are separate units. The cells are situated in such a way that sight and sound separation can be achieved, even during loud conversations.
2. Juveniles taken into custody for a violation of law shall be kept separate from

adult offenders and shall not be confined in the adult cellblock area. If detention is necessary, the juvenile will be placed in Interview Room #118 or another suitable room and will not be left unattended. If a juvenile is detained the officers report will list the time they were detained, what room they were held in, what time they were released and to whom.

3. The Department has five (5) cells in which to hold prisoners. In the rare occasion that we needed additional cells to handle the processing of multiple arrests or needed additional cells to hold prisoners, we have an agreement with the Middletown Police Department to hold our prisoners.

G. Entering an Occupied Cell

1. Personnel assigned to the Holding Facility are permitted to enter an occupied cell for official and legitimate police business only, including:
 - a. For a medical emergency involving the detainee
 - b. To subdue, restrain, and control a violent detainee
 - c. To transfer or release a detainee from custody
 - d. To search a cell, having detected suspicious activity on the part of the detainee
 - e. To recover contraband, evidence, or weapons possessed by a detainee
2. When warranted in the above situations and/or practical to do so, there shall be a minimum of two employees present when an occupied cell must be entered. This is to ensure that detainees do not have an opportunity to take keys and weapons from an officer, injure an officer, or escape. When it is necessary to search an occupied cell, the detainee shall, when feasible, first be transferred to another cell.

H. Monitoring of Prisoners

1. Television and Audio Monitors
 - a. Once a prisoner is in a cell block the dispatcher/desk officer and/or detention officer shall activate all cell block cameras and audio monitors ensuring that they are both in working order. When prisoners of the opposite sex are being monitored it is imperative to ensure that the dispatch monitors and/or cell block cameras in the cells are operational. The viewing of these cameras is restricted to only those individuals requiring access to them for law enforcement purposes and are not viewable by the general public. This will reduce the possibility

of invading a detainee's personal privacy.

- b. In the event that a cell block camera or audio camera is not working the shift supervisor shall be notified and the prisoner moved to a cell where the camera is operational. If the audio device is broken, the officers can communicate via portable radio.
- c. It is the responsibility of the dispatcher/desk officer and detention officer to monitor the cell block cameras and to report any problems to the on-duty supervisor. The desk officer/dispenser and detention officer are responsible for ensuring that the TV monitor(s) and audio device(s) are operational at the beginning of their shift and if any problems are discovered, the shift supervisor shall be notified.
- d. The cell camera will be pointed in such a way that the personal privacy of the arrestee is not unnecessarily compromised.

2. Physical checks

- a. While a prisoner is in the custody of EHPD the prisoner shall be monitored and physically checked on at least once every ½ hour. If a prisoner requires special attention he/she will be physically checked once every 15 minutes. An example of this would be is a prisoner was having suicidal thoughts and was taken to a medical facility to be evaluated, and subsequently medically cleared to be brought back to EHPD to be held, they would be checked every 15 minutes. The time of the check and the name of the detention officer shall be noted on the prisoner log sheet.
- b. Whenever there is a change of shift, the oncoming supervisor shall physically check the prisoner and note the time of the check and the name of the supervisor on the prisoner log sheet. Prior to a detention or monitoring officer being relieved, the prisoner shall be physically checked. The time and relieving officer's name will be noted on the prisoner log sheet.

I. Prisoner Phone Calls, Visitors, and Packages

1. Phone calls

- a. While in custody of the East Hampton Police Department a prisoner shall be allowed to make phone calls for their release, or to call their attorney. The cost of the phone calls will be borne by the Town of East Hampton. The prisoner shall make their phone call from inside the

holding cell. The officer should dial the telephone for the prisoner, and then hand the cordless phone to the prisoner. The detention officer shall note the telephone number that the prisoner called and the time in the prisoner log book. If the prisoner is talking to their attorney the officer shall leave the immediate area until the call is finished. When the call is completed in a reasonable amount of time, an officer will remove the telephone from the cell. Prisoner phone calls shall not be recorded or monitored by any means.

2. Visitors

- a. Prisoners will not be allowed any visitors except as noted below.

Attorneys: The representing attorney must be searched prior to entering the building and must show proper identification prior to being admitted into the secured area of the building. Attorney visits will usually be limited to thirty (30) minutes, the time of which will be noted in the prisoner log book. The attorney will be escorted to the interview room where he may communicate with his/her client.

Bail Commissioners/Bondsmen: The bail commissioner/bondsman shall be allowed access to the prisoner. The detention officer will note the name of the bail commissioner/bondsman as well as the beginning and ending times of the visit in the prisoner log book.

Police Personnel: Members of other police departments and/or non-essential personnel must first receive permission from the on-duty supervisor before entering the holding facility area. Armed personnel will secure their firearms, tasers, and knives in one of the weapon lockers located outside the holding facility area prior to entering.

3. Packages

- a. Prisoners shall receive no packages from any person while in the custody of the East Hampton Police Department.

J. Prisoner Meals

1. Prisoners will be fed as close to the following times as possible: 0700hrs., 1200hrs., 1800hrs. The time of the feeding will be noted on the prisoner log sheet. If the prisoner refuses to eat, the time will be noted on the prisoner log sheet. Prisoners shall be fed meals that do not require the use of any metal utensils, tools, or equipment which are prohibited in EHPD jail cells and holding areas. Plastic utensils are allowed.

K. Medical Attention

The safety and security of individuals in the custody of EHPD is the responsibility of EHPD and its employees. Every reasonable effort will be made to accommodate medical needs of any prisoner or detainee of EHPD. Procedures for gaining access to medical services are posted in areas used by prisoners.

1. Emergency Medical Care

- a. Whenever an officer determines that a prisoner or detainee needs medical attention an ambulance will be called to the police department for medical treatment and/or transportation to the appropriate medical facility.
- b. The prisoner log sheet will note the time of departure of the prisoner and the on-duty supervisor will be notified. The transporting officer will take copies of the prisoner's identification, suicide form, and any other information necessary to identify the prisoner.
- c. The prisoner may be escorted by an officer in the rear of the ambulance or the officer may follow the ambulance in a police vehicle to the intended medical facility and they will remain with the prisoner until relieved by another East Hampton Police officer. The determination of the location of the escort officer will be made by the shift supervisor or officer in charge, based upon the behavior of the prisoner.
- d. The prisoner will be handcuffed behind the back if it will not further complicate the injuries or medical condition and will remain handcuffed until at the hospital. If the prisoner cannot be handcuffed behind the back due to injuries, the ambulances have restraints that can be attached to the stretcher. The restraints will remain on until the prisoner reaches the medical facility, at which time their security officer will make contact with the escorting officer. The escorting officer will abide by the policies and procedures set forth by the medical facility. The East Hampton officer will remain with the prisoner until he/she is released or relieved by another officer.
- e. Upon release, the prisoner must receive a release from the treating doctor stating the treatment given and that the prisoner has been released from the medical facility. The officer will then transport the prisoner back to the East Hampton Police Department. The officer will notify the dispatcher by radio that the prisoner is en route to the police

department and state the mileage of the police vehicle. The dispatcher will note the time and mileage in the CAD system.

- f. The prisoner, upon arrival at the East Hampton Police Station, will be returned to his/her cell. The dispatcher will note in the CAD system, the time of arrival at headquarters and the mileage of the transporting vehicle. The cell shall be searched prior to placing the prisoner in it. The prisoner will then be searched, un-handcuffed and placed in a cell. The time the prisoner was returned to his/her cell will be noted on the prisoner log sheet. If the prisoner must be admitted to the hospital, the on-duty supervisor shall be notified and a decision will be made with regards to the security of the prisoner.
- g. If at anytime the shift supervisor or officer in charge believes that additional personnel are needed to safely transport or secure a prisoner at a medical facility, additional officers will be assigned to the detail.

2. Medication and/or medical issues

- a. If the arrestee is to be placed in a cell, the processing officer shall determine the following regarding the current health of the detainee:
 - (1) If the prisoner is presently under a doctor's care? If so, obtain physician's name.
 - (2) Does the prisoner have any physical injuries/limitations or illnesses, or does (s)he require any medications.
 - (3) If prescription medicine is taken from the prisoner, record instructions on the prisoner log sheet and notify the shift supervisor.
 - (4) If prescribed medication is administered, the shift supervisor will ensure the date, time and type of medicine is recorded on the prisoner log sheet. The administering officer shall also initial the form.
- b. If the prisoner does not make bond and is brought to court, the marshal shall be made aware of any medical conditions that the prisoner may have.

3. Suicide Screening and Prevention

- a. Prior to securing a prisoner in a EHPD cell block or holding area, the detention/processing officer shall complete the CT Judicial Marshal's Detainee Behavior Questionnaire (JD-MS-5) to identify any visual or verbal indications of a suicidal risk profile. The two most significant areas of concern are suicidal history and suicidal thinking. These two areas have a very high risk potential. The higher the number of any risk factors that are identified, the higher the likelihood of a suicide attempt.
- b. When the processing officer identifies a potential suicide risk, the officer shall notify the on-duty supervisor immediately. In extreme cases an emergency examination/committal shall be completed and the prisoner sent to an emergency room for evaluation. An officer will remain with the prisoner until released from the hospital. Once the prisoner is released from the hospital the on-duty supervisor will determine if the prisoner must remain under constant observation until released from the EHPD detention facility.
- c. If a prisoner with identified suicide risk factors is going to be arraigned in court, the Judicial Marshals will be notified of the risk and provided a copy of the Marshal's Detainee Behavior Questionnaire Form (JD-MS-5.)

4. Medical Kit

In the event of a medical emergency in the cell block, a first-aid kit is located in a locker in the booking area. The first-aid kit will undergo a weekly documented inspection, by agency personnel.

L. Holding Facility Threats

1. All incidents that threaten the holding facility, or any person therein, shall be reported to the Shift Supervisor, who shall initiate corrective measures, if necessary, to address the threat. All such threats shall be documented in a police report.
2. In the event of an emergency in the holding facility the officer has three ways to notify dispatch or other officers of the emergency:
 - a. Use their portable radio to notify dispatch/officers of the emergency (a bi-directional amplifier system has been installed in the holding area to ensure reliable communications)
 - b. Use the emergency button (orange in color) on their portable radios to notify dispatch of the emergency

- c. Use the phone in the booking area to report the emergency to dispatch

M. Cell Block Fire

1. In the event of a fire threat in the cell block or temporary holding facility housing a prisoner, the dispatcher and/or detention officer shall immediately:
 - a. Notify the fire department
 - b. Notify the Shift Supervisor
 - c. Notify the nearest available patrol unit to respond in a priority mode to headquarters to assist in clearing the cellblock/holding facility
 - d. Remove all prisoners from the cell blocks and handcuff them
 - e. Remove all prisoners to the sallyport or other secure area away from the fire and remain with them
 - f. Place the prisoner(s) into a patrol car, if available
 - g. Notify area agencies and request assistance in housing the East Hampton prisoner(s) if necessary
 - h. Provide first aid to any prisoner requesting and/or needing it
 - i. Request an ambulance to evaluate and/or transport a prisoner in need to the hospital

N. Prisoner Escape from Holding Facility

1. In the event a prisoner escapes from the holding facility, the primary objective is to recapture the prisoner, prevent injury to the public, property or to police officers. In the event of an escape, the officer responsible for the prisoner shall:
 - a. Notify the dispatcher and the on-duty supervisor
 - b. Make an immediate attempt to recapture the prisoner. If an immediate recapture is not possible, it is more prudent to await the assistance of other police officers
 - c. Notify the Chief of Police or his designee of the escape
 - d. Notify the surrounding police departments of the prisoner escape via the police hotline (RAFS and other frequencies) and request their assistance
 - e. A teletype will be sent via the COLLECT system advising of the escape with information about the escape including, name, date of birth, last known address, description including scars, marks, tattoos and other identifying characteristics. The teletype will be cancelled once the prisoner is located.

- f. If the escapee is not recaptured within the normal tour of duty of the officer's shift he/she shall prepare an application for an arrest warrant on the charge of escape. The Chief's States Attorney of the Middletown Court shall be advised of the escape.
- g. Document the circumstances surrounding the escape and efforts made to capture the escapee
- h. The Chief of Police may, based upon the circumstances, direct that an internal affairs investigation be conducted pertaining to violation of Department policies.

O. Prisoner Release

- 1. All prisoners will be released pursuant to procedures established in EHPD General Order 5.7, Arrest Processing.

P. Training


- 1. All officers will receive initial training on this General Order, specifically the the operation of the holding facility and fire response procedures, as part of their initial Field Training and Evaluation Program. Remedial training will be conducted as needed.



EAST HAMPTON POLICE DEPARTMENT

GENERAL ORDER 5.16

PATROL FUNCTIONS

SUBJECT: MARINE PATROL OPERATIONS		
Issue Date: TBD	Effective Date: TBD	Distribution: All Personnel
Amends/Rescinds GO: 5/2/2014		Review Date: / /
Per Order of:  Dennis Woessner, Chief of Police		
<i>This General Order is for departmental use only and does not apply in any criminal or civil proceeding. This General Order should not be construed as creation of a higher legal standard of safety or care in an evidentiary sense with respect to third party claims. Violations of this General Order will only form the basis for departmental administrative sanctions. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting</i>		

I. PURPOSE

The purpose of this directive is to establish proper guidelines and procedures to ensure effective deployment and operation of the East Hampton Police Department Marine Patrol Unit.

II. POLICY

The East Hampton Police Marine Patrol Unit operates as a component of the Patrol Division. It provides waterborne enforcement of State laws and public safety services. The services include: investigating boating accidents, conducting searches for lost persons, assisting boaters in distress, and providing boater safety education to the general public. **The Marine Patrol Unit utilizes Personal Watercraft (PWC) for their patrol activities.**

III. PROCEDURES

A. General

1. The following persons can deploy the Marine Patrol Unit and its equipment within the Town of East Hampton:

- Chief of Police
 - Marine Patrol Supervisor
 - Duty Officer in Charge (OIC)
2. All requests for administrative use of the Marine Patrol Unit and/or equipment shall be approved by the Chief of Police
 - ~~3. The boat crew will consist of one boat officer.~~
 4. If PWC are to be used a minimum of two must be deployed for safety reasons. Operators of the PWC must have a valid PWC license.
 4. The operator of the PWC boat officer is assigned to operate the boat, and has final authority and responsibility for the overall safety of its operation.
 5. Only certified boat PWC of officers who have received training on boat PWC operations by the East Hampton Police Department are authorized to operate the police boat PWC.

B. Marine Patrol Operations

1. The Department Marine Patrol Unit Supervisor will be responsible for ensuring that the PWC are patrol vessel is maintained in a high state of readiness and seaworthy condition. The PWC vessel and equipment shall be maintained in a clean and serviceable condition.
- ~~2. The Marine Patrol Unit Supervisor shall establish pre and post deployment checklists for marine personnel to ensure that all established procedures are followed (i.e., vessel and equipment inspection, weather reports, etc.)~~
3. A member of the marine patrol unit shall notify dispatch when the PWC vessel is are in-service, and available to answer calls for service.
4. All PWC operators crew and passengers are required to have a personal floatation device on when the PWC vessel is removed from mooring and deploys in open water.
5. PWC operators will do the following:
 - a. Operate the PWC in a safe manner
 - b. Conduct pre and post operation checks
 - c. PWC will not be used if they fail the pre-operation checks or if a condition exists that might compromise the safe operatoin of the PWC
 - d. Monitor the police radio

e. The PWC will be re-fueled when the level is below one-half (1/2) capacity

6. If more than one officer is assigned to marine patrol duties, officers will be designated as a Crew Member or Boat Operator. The duties of crew members and the boat operator are as follows:

a. Crew Member

- (1) Assist with launching of the patrol vessel.
- (2) Assist with boarding procedures and conduct vessel inspections.
- (3) Assist with anchoring, docking and mooring of the patrol vessel.
- (4) Secure and monitor tow vessel during towing operations.
- (5) Act as a lookout and advise the boat operator as necessary.
- (6) Assist in the completion of all required reports.
- (7) Ensure vessel equipment is secure.
- (8) Perform all other duties as instructed by the boat operator and/or supervisor.

b. Boat Operator

- (1) Operate the vessel in a safe manner
- (2) When necessary, perform all duties as a crew member.
- (3) Conduct pre and post operation checks of the patrol vessel
- (4) Monitor marine and police radios
- (5) Perform all other duties as instructed by a supervisor.
- (6) The patrol vessel shall be operated in a safe and prudent manner at all times.
- (7) The patrol vessel shall be refueled when the level is at one-half (1/2) capacity.
- (8) The Patrol vessel shall not be used for salvage operations or battery boosts.
- (9) The Patrol Vessel shall be considered non-operational and not taken on patrol, if any of the following problems exist:
 - Main engine failure
 - Engine overheating
 - Excessive engine vibration
 - Vessel taking on water
 - Loss of steering
 - Excessive accumulation of fuel in the bilge area
 - Electrical, electronic or radio system malfunction
 - Any other condition that might compromise the safe operation of the vessel

C. Vessel Stop and Boarding

1. Caution and Officer safety shall be used at all times when a vessel is to be stopped.
2. When stopping a vessel **the Marine Patrol Officer** ~~the boat operator~~ shall consider the following, to determine if a vessel stop may be conducted safely:
 - a. Water conditions (waves, depth, current, debris, etc.)
 - b. Weather conditions
 - c. Boat traffic
 - d. Size of vessel to be stopped
 - e. Location of the stop
3. The Marine Patrol Officer will use the **PWC's** ~~patrol vessel's siren and~~ emergency lights as necessary.
4. When practical, the Marine Patrol Officer will instruct the operator of the target vessel to stop his vessel, and to place the vessel in neutral.
5. When practical, the Marine Patrol Officer will approach the vessel from astern.
6. The Marine Patrol Officer ~~shall~~ **may** position fenders on the **PWC** ~~patrol vessel~~ to minimize contact with the target vessel. The Officer should consider instructing the operator to position fenders from the target boat.
7. The Marine Patrol Officer shall be cognizant of the shoreline and other hazards while stopped.
8. As soon as possible, the Marine Patrol Officer shall identify and interview the operator of the target vehicle.
9. The Marine Patrol Officer shall obtain the vessel registration/documentation and inform the operator the reason for the stop.
10. When practical, the Marine Patrol Officer shall conduct a vessel inspection.

D. Boating While Intoxicated

1. Pursuant to Connecticut General Statutes § 15-133(d): No person shall operate a vessel: (1) While under the influence of intoxicating liquor or any drug, or both, or (2) while such person has an elevated blood alcohol content. For the purposes of this section . . . , "elevated blood alcohol content" means:

- (A) A ratio of alcohol in the blood of such person that is eight-hundredths of one per cent or more of alcohol, by weight, or (B) if such person is under twenty-one years of age, a ratio of alcohol in the blood of such person that is two-hundredths of one per cent or more of alcohol, by weight.
2. To charge Boating while Intoxicated, the defendant must be operating a mechanically propelled vessel. The term "operating" means that the vessel is underway or aground and not moored, anchored, or docked.
 3. Violations that may be associated with Boating While Intoxicated are as follows:
 - a. Reckless Operation
 - b. Speeding
 - c. Exceeding a vessel's capacity rating
 - d. Bow riding
 - e. Pollution violations
 4. Upon making a vessel stop and boarding, the boat operator's physical condition will be observed for evidence of impairment or intoxication, and for establishing probable cause for a BWI arrest.

E. Pursuits and Emergency Response

1. Marine Unit Officers initiating pursuits and responding to emergency situations will consider the following factors in making the decision to initiate or continue a pursuit:
 - a. Nature and seriousness of the offense and likelihood of future danger to the public.
 - b. The time of day, number of swimmers, divers, and other civilians.
 - c. Other vehicle or vessel traffic present.
 - d. The sworn members training and experience with the type of emergency conveyance being operated.
 - e. The condition and performance capabilities of the pursuit emergency conveyance.
 - f. Water, visibility, and weather conditions.
 - g. Possibility of identification, and later apprehension of suspect(s).

F. Arrests

1. Arrested persons will not be handcuffed to the PWC patrol vessel.
2. A personal floatation device shall be placed on all subjects arrested and transported upon the water.
3. Arrested persons will **not be transported on a Department PWC. Marine Patrol Officers may request assistance from another vessels, other law enforcement agencies or the fire department. The arrested person will** be seated in a safe and protected location within the transporting patrol vessel

G. Marine Patrol Unit Reports

1. Marine Incident Report: Marine Patrol Officers shall complete a Marine Incident Report as directed by the Marine Patrol Supervisor, detailing the marine patrol.
2. Pre and Post Inspection Checklists: Inspection Checklists will be completed at the beginning and end of each tour of duty, and submitted to a supervisor with the daily marine incident report.
3. All marine police incident reports shall be submitted and approved by a supervisor, prior to the end of each marine tour of duty, and all original incident reports shall be forwarded to the Records Division.

H. Equipment Inspections Coordinator

1. The Chief of Police or his designee Marine Patrol Unit Supervisor shall designate a member of the Department to inspect the PWC unit to act as the "Equipment Coordinator," whose duties shall include:
 - a. Conducting monthly inspections of inventory and safety equipment, except when in seasonal storage.
 - b. Assessing the need for new equipment and technology, and make recommendations to the Chief of Police or his designee. unit commander.
 - c. Ensuring that equipment maintenance and repairs are conducted.

I. Marine Patrol Equipment

1. The ~~marine patrol boat~~ PWC will be equipped with the following safety equipment:

- ~~Search lights~~
- ~~Binoculars~~
- Personal floatation devices
- **Emergency lights**
- **Portable air horn and/or whistle**
- ~~Electronic horn/siren.~~
- ~~Front and rear bumpers.~~
- ~~Fire extinguisher(s)~~
- ~~Flare gun and flares~~
- First Aid Kit
- ~~Rescue blanket~~
- ~~Emergency tool kit~~
- ~~Boat hook~~
- ~~Bilge pump/bailer~~
- Lines, mooring & tow
- Emergency throw bag/line
- ~~Oxygen tank and mask.~~

2. ~~The marine patrol boat is equipped with a marine VHF radio. This radio allows the police boat to communicate with dispatch and other law enforcement agencies, civilian boats, and marinas.~~

3. Equipment issued to individual officers will be as authorized by the Chief of Police.

4. Departmentally approved equipment, which individual officers must obtain include:

- Nylon duty belt, holster, and equipment holders.
- Approved footwear.
- **Approved shorts and shirt**

5. Repairs to the PWC ~~marine patrol boat~~ and its specialized equipment shall only be performed at an authorized repair facility, or as otherwise designated by the Chief of Police.

J. Assistance to Outside Jurisdictions

1. The East Hampton Police Department Marine Patrol Unit will provide assistance to other jurisdictions. It can be invoked via mutual aid agreement.

2. All operational requests for marine assistance from other jurisdictions shall be made through the Chief of Police
3. The Chief of Police will confer with the on-duty/on-call crew. After an assessment of the situation and boating conditions, a decision will be made as to whether or not the request will be granted.
4. The outside jurisdiction shall then be notified regarding the status of their request.
5. Upon completion of an assignment outside East Hampton, the **PWC Officers will notify a shift supervisor.** ~~boat officer shall notify the Marine Patrol Unit Supervisor.~~



EAST HAMPTON POLICE DEPARTMENT

GENERAL ORDER 8.1

PERSONNEL

SUBJECT: RECRUITMENT		
Issue Date: TBD	Effective Date: TBD	Distribution: All Personnel
Amends/Rescinds GO: 5/2/2014		Review Date: / /
Per Order of:  Dennis Woessner, Chief of Police		
<i>This General Order is for departmental use only and does not apply in any criminal or civil proceeding. This General Order should not be construed as creation of a higher legal standard of safety or care in an evidentiary sense with respect to third party claims. Violations of this General Order will only form the basis for departmental administrative sanctions. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting</i>		

I. PURPOSE:

To establish a written directive which describes the East Hampton Police Department's ("EHPD" or "Department") procedures relating to the administrative practices and procedures of our recruitment program, including the Department's Equal Employment Opportunity Plan and Recruitment Plan.

II. POLICY:

It is East Hampton Police Department policy to actively participate in the recruitment process for new police officers. The Chief of Police has the overall responsibility for the recruitment program of the East Hampton Police Department; however, the Chief may delegate the day-to-day operations of this responsibility. The Department will ensure that all personnel involved in the recruitment program will be knowledgeable in personnel matters, especially equal employment opportunity, and other state and Federal statutes, as they relate to the hiring process.

It is Department **policy** to comply with all applicable Federal and State statutes, Town ordinances, Town Charter provisions, Administrative Policies of the Town of East Hampton, and General Orders of the Police Department, in relation to the recruitment of police officers. The Department is an Equal Opportunity Employer, and the Department's sworn workforce should be representative, in terms of its ethnic and

gender composition of minorities and women, of the available workforce of the community. The Department shall take proactive steps to target any protected group, where analysis demonstrates that the agency is underrepresented in any respect. All job announcements and recruitment notices will be formulated and disseminated in accordance with the guidelines established in this General Order, in addition to those established by the Town's Personnel Department. The Department will maintain contact with applicants throughout the entire recruitment and selection process. Finally, applications for sworn positions will not be rejected because of minor omissions or deficiencies that can be corrected prior to testing or interviewing.

III. PROCEDURES:

A. Department Participation in the Recruitment Process

1. Introduction

The East Hampton Police Department is committed to identifying and employing the best candidates available, not merely eliminating the least qualified. The benefits of effective recruitment and selection policies and practices are manifested in a lower rate of personnel turnover, fewer disciplinary problems, higher morale, better community relations, and more efficient and effective services.

2. Recruitment Program

Recruitment is a systematic method of seeking potentially qualified job applicants. It is not to be confused with the selection process, which is the processing of those who have applied to the police department, nor does it merely consist of the "application period," in which interested candidates can officially apply. As such, the Department's efforts will consist of year round recruitment activities that will be designed to attract qualified applicants for actual or forecasted departmental vacancies. The recruitment program ~~will~~ **may** include the following elements:

- a. Create campaigns that attract and encourage interested candidates seeking a career in law enforcement to continually apply.
- b. Creation of a recruitment brochure providing a description of the duties, responsibilities and requisite skills, educational level and physical requirements of the position to be filled based on a job task analysis for the position open.
- c. Publicizing and marketing the Department's core values, job enrichment programs, and other qualitative aspects that depict the

Department's attractiveness to potential candidates.

- d. Entry level job announcements are advertised at least two weeks prior to any official application deadline through the use of:
 - (1) The mass media, including publication in a newspaper of general circulation
 - (2) Postings in Town offices and other public and private organizations and agencies
 - (3) Mailings to various community, civic, and business groups

The recruitment plan will include the following:

- a. Included in all job announcements and job applications will be language identifying the Town as an equal opportunity employer.
- b. The recruitment program will be conducted in a manner that is consistent with Town of East Hampton's administrative policies on hiring and Equal Employment Opportunity (EEO) regulations.

3. Department Participation in Recruitment

Although the primary year-round responsibility for attracting qualified applicants lies with the Department, it is committed to working closely with the Town's **Human Resources Department** **Director of Personnel** in implementing the recruitment program, particularly during the stage known as the "application period." The Chief of Police, or designee, has full authority and responsibility for administering the Police Department's role in the recruitment program. The Department's role includes:

- a. Requesting employees to encourage qualified applicants to apply
- b. Utilizing police personnel in recruiting activities, including attending functions and visiting educational institutions and community organizations to inform citizens of careers in law enforcement
- c. Providing whatever additional support is necessary to ensure a successful recruitment effort

4. Department Recruitment **Designee** **Program Administrator**

The Chief of Police may designate a representative of the **Department** **Office of the Chief** who shall have the authority and responsibility to administer the recruiting **program** **process** on the Department's behalf in collaboration with the

Town's **Human Resources Department, Director of Personnel**, when necessary. **If necessary, the Chief's designee will conduct an annual evaluation of the recruitment process.** ~~The Recruitment Administrator will conduct an annual evaluation of the recruitment program.~~ The purpose of this review is to see if stated policies and procedures were followed and if recommendations and changes are needed.

a. Recruitment Committee

~~Interested personnel will be encouraged to participate on the Department's Recruitment Committee, which shall be facilitated by the Recruitment Administrator. Citizens may also be appointed to this committee. Functions of the Recruitment Committee shall include:~~

- ~~(1) Reviewing proposed recruitment policies and procedures.~~
- ~~(2) Assisting with the development of the Department's *Recruitment Plan*.~~
- ~~(3) Developing innovative recruiting strategies to achieve the Department's recruiting goals and objectives.~~
- ~~(4) Serving as liaisons to other Department employees and the community for input and feedback on recruitment issues and activities.~~
- ~~(5) Reviewing the recruit statistics to ensure that the community's diversity is reflective of the diversity of the applicants.~~
- ~~(6) Participate in various recruiting events and activities as needed.~~

b. Employees' Role in Recruitment Program

All police personnel are encouraged to participate in recruitment efforts. Employees, in their daily contact with the public, can be the Department's best recruiters. By demeanor and enthusiasm, employees favorably impress and attract the type of individual, which the police service needs. Due to individual experience and knowledge, employees are able to counsel persons who show an interest in law enforcement careers and are able to encourage applications by those who appear qualified. The Town will provide the Police Department with a copy of its Equal Employment Opportunity **statement**. ~~manual.~~ **This manual is maintained by the Recruitment Administrator and is available for all employees to review.**

5. Non-jurisdictional Recruitment

To ensure a greater selection of qualified candidates, the Department's recruiting efforts ~~shall~~ **may** include the use of the following:

- a. Application announcements through various news media, including those that also serve other local communities
- b. Use of the Town and/or Department's web site
- c. Use of the Internet for job postings
- d. Maintaining contact with various educational institutions, community organizations, and law enforcement agencies both inside and outside of the Department's jurisdiction for recruitment purposes

6. Cooperative Recruitment Agreements

The Department may utilize other agencies at the state, county, and/or local government level to assist in the recruitment of applicants. The Chief's designee Recruitment Administrator will maintain liaison between the Department and the Town's Human Resources Personnel Department on recruitment issues.

B. Department Personnel Assigned to Recruitment Activities are Knowledgeable in Personnel Matters

1. Recruitment Program Training

Prior to active participation in recruitment activities, Department personnel assigned to recruitment activities will undergo a training program that provides knowledge and skills in personnel matters, especially equal employment opportunity and the American Disabilities Act, as it affects the management and operations of the Department. Among the knowledge and skills to be maintained are:

- a. Department's recruitment needs and commitments
- b. Career opportunities, salaries, benefits, and training
- c. Federal and state compliance guidelines
- d. The community and its needs, including demographic data, community organizations, educational institutions, etc.
- e. Cultural awareness of different ethnic groups in the community
- f. Techniques of informal record-keeping systems for candidate tracking
- g. The selection process and its various components
- h. Recruitment programs of other jurisdictions
- i. Characteristics that disqualify candidates
- j. Medical requirements and the *American with Disabilities Act* as it pertains to the selection process
- k. Physical fitness and abilities requirements
- l. Other subject areas as determined by the Chief of Police

The above subject areas for the Department's Recruitment Program may be accomplished through seminars, workshops, in-service training, and/or

on-the-job training, whichever is the most appropriate in the discretion of the Chief of Police for the particular individual involved in the recruitment process. All recruitment training will be coordinated with the Personnel Director, who may be present, and documented in the Department's training records.

C. Ethnic or Gender Composition of the Department

The ethnic and gender composition in the sworn law enforcement ranks of the East Hampton Police Department should approximate the same proportion to the makeup of the available workforce in the Town of East Hampton. If not, the Department shall have a recruitment plan pursuant to Section D. In order to achieve this goal, the following measures shall may be taken:

1. Recruiting steps should be directed towards the goal of approximating within the sworn ranks the demographic composition of workforce in the Town of East Hampton.
2. The Department's designee Recruitment Program Administrator shall maintain statistics on the composition of the workforce in the Town of East Hampton.
3. The Department shall expand its recruitment efforts, if needed, beyond the immediate service area to achieve this goal.

D. Recruitment Plan for Equal Employment Opportunity

1. Introduction

The recruitment plan involves proactive steps that will be taken to encourage members of underrepresented groups to seek entry-level employment opportunities. To assist the Department in maintaining the diversity of its sworn work force, the recruitment plan shall be a permanent part of the recruitment program, regardless of the composition of the Department's sworn work force.

2. Recruitment Objectives

The recruitment plan is part of the written directive system, and will govern the Department's annual recruitment activities, and will be reviewed and updated as needed. during January of each year. The objectives of the recruitment plan will be reasonable, obtainable, and directed toward the goal of achieving a sworn work force that is representative of the composition of the community served by the Department.

3. Plan of Action to Achieve Recruitment Objectives

The specific action steps contained in the Department's *Recruitment Plan* will be reasonable, obtainable, and directed towards the goal of achieving a sworn work force that is representative of the diversity within the community. These methods may include **The Department's action plan to achieve its recruitment objectives may include**, but not necessarily be limited to:

- a. A recruitment budget for expenses such as, advertisements, posters, brochures, personnel costs, programs, and miscellaneous items.
- b. Application forms and related pre-employment inquiry forms that are in compliance with applicable federal, state, and local EEO laws.
- c. Job descriptions that are reviewed periodically to properly identify job related, job requirements.
- d. Liaison with local minority community leaders to emphasize police sincerity and encourage referrals of minority applicants to the police agency.
- e. Active cooperation and utilization of the minority media as well as the general media, in minority recruiting efforts.
- f. Increased overall recruitment efforts with special attention to neighborhoods, military bases, and college campuses.
- g. The encouragement of minority and women employees to participate in community programs. This initiative **will may** include:
 - (1) Becoming involved with and providing recruitment announcements to local minority organizations, women's organizations, and community action groups.
 - (2) Participating in formal recruiting presentations and pre-employment counseling programs, whenever possible.
 - (3) Utilizing in the Department's recruitment activities personnel who are fluent in the community's non-English languages and are aware of the cultural environment, however, candidates must be fluent in reading, writing, and speaking in English.
 - (4) Depicting women and minorities in law enforcement employment roles in the agency's recruitment literature.
 - (5) Conducting recruitment activities outside of the Department's jurisdiction, when necessary, to attract viable law enforcement candidates from underrepresented groups.
 - (6) Conducting periodic career or information sessions for a particular target group.
 - (7) Encouraging minority and women employees to refer friends for employment.

4. Recruitment Plan Evaluation

An evaluation of the Department's *Recruitment Plan* will **periodically take place and the purpose of the evaluation is to:** be conducted annually by the Recruitment Administrator and be forwarded to the Chief of Police by March 31st of each year. **The purpose of the evaluation is to:**

- a. Measure the plan's effectiveness
- b. Determine the degree to which the objectives and goals have been achieved
- c. Indicate any need for additional action

E. Equal Employment Opportunity Plan

1. Introduction

Equal Employment Opportunity (EEO) envisions equal opportunities, by the removal of barriers that prevent people of all protected classes from being treated unfairly for employment purposes. Federal and state legislation, including the *Civil Rights Act of 1964*, the *Equal Employment Opportunity Act of 1972*, the *Civil Rights Act of 1991*, and the *Americans With Disabilities Act*, provide the legal basis for equal employment opportunity to all without regard to race, color, religion, sex, age or handicap status.

Therefore, it is Department policy that every employee shall treat each person with respect, dignity, and integrity due him as an individual and to prohibit discrimination in all phases of the employer/employee relationship. No employee shall discriminate in any manner against or in favor of any applicant or employee because of his or her political or religious opinions or affiliations, or because of sex, race, creed, color, age, national origin, sexual orientation, or disability.

2. Equal Employment Opportunity **Statement Plan**

The East Hampton Police Department and/or the Town of East Hampton, shall have an Equal Employment Opportunity (EEO) **statement, Plan**, designed to ensure equal opportunities for employment and employment conditions for minority persons and women. The plan is based on an annual analysis of the Department's present employment policies, practices, and procedures relevant to their effectiveness on the employment of minorities and women. The Department's *EEO Plan* shall contain the following provisions:

- a. A strongly worded statement from the Chief of Police that it is our policy to ensure that all individuals should be given equal opportunity for employment, regardless of race, sex, creed, color, age, religion, national origin, sexual orientation, or physical impairment.
- b. A procedure for filing complaints with the Town, or another outside

- agency, relating to EEO.
- c. Specific action steps that the Department needs to take to ensure equal employment opportunity is a reality, such as advertising as an “equal opportunity employer” or providing applications or testing processes at easily accessible locations. The policies relating to harassment in the workplace will also be incorporated into the Department’s overall EEO effort.

F. Department’s Job Announcements and Recruitment Notices

Job enouncements and recruitment notices for police officers will provide for the following:

1. Job Duties Described in Recruitment Announcements

The Department will provide the most accurate and precise job description possible to avoid undue delay and wasted time on the part of the Department and the applicant. **Job descriptions are made available to all personnel as well as applicants.** Job announcements shall not:

- a. Set standards or criteria that unintentionally screens out, or tends to screen out, an individual with a disability or class of individuals with disabilities, unless the criteria are job-related and consistent with business necessity.
- b. Set standards that cannot be specifically supported and will avoid general requirements such as “excellent health” or “no history of psychological or emotional disorders.”

2. Recruitment Advertisements

Department entry-level job vacancies **are may be** advertised through the mass media to include publishing in **at least two** newspapers of general circulation. Job announcements will also be posted **on the Town and Department websites and other locations a deemed appropriate.** **in Town offices and other prominent locations throughout the Town.** Prior to dissemination, all job announcements and public notices shall be sent to the Town’s **Human Resources Department Director of Personnel** for review.

3. Equal Opportunity Notice

All job announcements, notices, posters, and job applications will contain language identifying the Town as an equal opportunity employer. The Department **will may** supply the media with special information for stories on publicizing the Department’s recruitment effort and interest in attracting qualified

applicants including minority group members and women. If appropriate, Department recruitment literature may depict minority and/or female personnel in law enforcement by way of photographs or other reference.

4. Application Filing Deadlines

All job announcements and advertisements shall include the date of the official filing deadline, which shall be a minimum of a two-week period.

G. Posting Job Announcement with Community Organizations

1. Introduction

- a. Job announcements **will may** be forwarded to various community service organizations to achieve broader dissemination and greater exposure of recruitment efforts. The Chief of Police **will may** maintain a mailing list of organizations that will receive the announcements.
- b. The Department **will may** seek recruitment assistance, referrals and advice from community organizations and key leaders through both formal contact through attendance at organization meetings, and informal contact by telephone and correspondence.

2. Recruiter Visitations

Department personnel **will may** conduct recruiting presentations at educational institutions, job fairs, and community organizations for entry-level police officer positions. The **Chief's designee may Recruitment Administrator will** maintain contact with career counselors and make application material available to them on a timely basis.

3. Law Enforcement Intern Program

The department recognizes the need to nurture student interests in the law enforcement field and may establish and use a student intern program to facilitate its recruitment efforts. The program is designed as an unpaid position whereby candidates are recommended by their college or university for assignment to this program. The **Personnel Development Unit, once established, will administer Chief of Police, or his designee, will administer** the program.

The candidates are interviewed and the selection made by the Chief of Police, or designee. The intern will undergo a background examination due to the sensitive

areas they may be exposed to during his tenure in the intern program. The Chief of Police and the college or university will determine the length of time spent in the program by an intern. Students that do not abide by the restrictions of the program may have their internship cancelled by decision of the Chief of Police.

H. Maintaining Contact with Applicants

1. Introduction

The Department shall maintain contact with applicants for sworn positions from initial application to final employment disposition. Department recruiters acknowledge receipt of all requests for employment literature, including a pre-application card, within five working days of the request by providing the information to the requester. Information to out-of-state requesters can be mailed to them. Applicants are periodically informed of the status of their applications, as it changes, throughout the course of the recruitment and selection process. Applicant contacts are documented either by email or other forms of correspondence, and logged by the recruiters or persons acting on behalf of the Department's recruiters.

2. Recruitment Contact Card

The Department *Recruitment Contact Card* contains the following information:

- a. Name
- b. Home address, business address
- c. Home telephone number, business telephone number

The purpose of this form, when used, is to supply recruiters with basic information on those individuals interviewed at the various recruiting efforts who have expressed an interest in making formal application so they may participate in the next selection process. The forms, when completed, will be turned into the Recruitment Administrator who will file the information for future reference and contact.

3. Applicant Contacts

The Recruitment Administrator will be responsible for seeing that contact is maintained with applicants from the initial application to the final employment decision. Notices sent by the Town's Personnel Department, the East Hampton Police Department, or a combination of both agencies can accomplish this requirement. Generally, the contacts will include the following:

- a. Acknowledge receipt of all employment applications

- b. Periodically inform applicants of the status of their applications
- c. Documentation and logging of all applicants' contacts

I. Applications Not Rejected for Minor Omissions or Deficiencies

Applications for sworn positions in the Department will not be rejected because of minor omissions or deficiencies that can be corrected prior to the testing or interview process, and that were not deliberately made to deceive or mislead background investigators.



EAST HAMPTON POLICE DEPARTMENT

GENERAL ORDER 9.1 TRAINING AND SELECTIONS

SUBJECT: TRAINING - ADMINISTRATION		
Issue Date: TBD	Effective Date: TBD	Distribution: All Personnel
Amends/Rescinds GO: 5/2/2014		Review Date: / /
Per Order of:  Dennis Woessner, Chief of Police		
<i>This General Order is for departmental use only and does not apply in any criminal or civil proceeding. This General Order should not be construed as creation of a higher legal standard of safety or care in an evidentiary sense with respect to third party claims. Violations of this General Order will only form the basis for departmental administrative sanctions. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting</i>		

I. PURPOSE:

The purpose of this general order is to establish a written directive, which describes the East Hampton Police Department's procedures related to the administration of training for the Department.

II. POLICY:

It is the policy of the East Hampton Police Department ("Department") that the administration of our training program be governed by the following principles, guidelines, and procedures. While all Supervisors are responsible for the training and performance of their subordinates, the primary responsibility for administering the Department's training function rests with the Chief of Police, which includes the assessment, development, coordination, accountability, and delivery of our training programs. The specific administrative activities of the training function include, but are not limited to the following:

- Plan, develop, implement, and evaluate training programs
- Post and update as necessary the training schedule
- Make available training brochures and academy training information

- Serve as a liaison with all law enforcement training academies
- Maintain training records
- Ensure that the required training programs are attended
- Select instructors for in-service training

In establishing our training program, we recognize that:

- Well-trained officers are generally better prepared to act decisively and correctly in a broad spectrum of situations.
- Training results in greater productivity and effectiveness.
- Training fosters cooperation and unity of purpose. Moreover, police departments are now being held legally accountable for the actions of their personnel and for failing to provide initial or remedial training.

In order to ensure that the needs of the agency are adequately addressed, the following minimum training goals are established:

- Provide job-related training to all sworn and non-sworn personnel
- Train employees to be better prepared to act decisively and correctly in a wide variety of circumstances
- Provide training for specialization, promotional opportunity, and general safety of employees
- Provide training to meet the mandates of law; and provide training necessary to meet the Department's mission

III. PROCEDURE:

A. Sergeant Assigned to Oversee Training Function Training Officer

1. The Training Sergeant **assigned to oversee the training function** of the East Hampton Police Department assists in developing and evaluating training needs and serves as a focal point for input from those representing the Department components.
2. The Training Sergeant acts as an advisor to the training function, and assists in establishing training goals and objectives, which serve to improve Department operations. Training matters may be addressed at monthly staff **quarterly supervisor's** meetings and the Training Sergeant shall be responsible for contributing input to training decisions and shall be responsible for assisting in the development and implementation of training programs conducted and/or hosted by the Department.

3. The Training Sergeant and the Chief of Police shall meet quarterly as needed to discuss training issues. They can also discuss training issues, as required, at quarterly monthly Supervisory Staff Meetings, and at other meetings specially called for this purpose. At a minimum, the Training Sergeant shall have the following responsibilities:
 - a. To assist in identifying, developing, and evaluating training needs of the Department, based on POSTC requirements and departmental goals and objectives.
 - b. To focus on problems, ideas, strengths, and weaknesses that relate to the training function.
 - c. To formulate training needs
 - d. To schedule training in advance in order to avoid scheduling conflicts and reduce overtime costs
 - e. To take into account all use of force incidents, commendations and awards, counseling, reprimands, and disciplinary action, personnel issues, report writing concerns, equipment needs, and accreditation standards, as appropriate and warranted
 - f. To review the training program for the current year, and make recommendations to the Chief of Police for improvement

B. Review of Department Training

1. The Training Sergeant as needed will conduct an annual review and evaluation evaluate of the Department's training program, to ensure that it complements operational and personnel needs, legal requirements, and Department policies. The Training Sergeant shall submit a written report of recommendations to the Chief of Police by December 1st. This process will may include a review of:
 - a. A summary evaluation of the Training Program for sworn and civilian employees, in terms of its strengths and weaknesses
 - b. Overall evaluation of in-house training as documented by course critiques
 - c. Overall evaluation of training attended outside of the department as documented by feedback from officers reports
 - d. Review of attendance and the training received

- e. The identification of problems associated with physical facilities, materials, or scheduling
- f. Updates required by new laws, court decisions, and department directives
- g. Consultations with **Unit other** Supervisors
- h. Feedback of employees, through the use of **in-house surveys and/or** training critiques

C. Developmental Resources for Training

1. In developing training sessions and programs, the following will be considered as a resource in determining and prioritizing training needs:
 - a. Inspection reports and other Staff reports
 - b. Discussions and meetings with supervisors and Department personnel
 - c. Field observations
 - d. Training **critiques** **evaluation reports and training sergeant input**
 - e. Recommendations of the Chief of Police
 - f. Citizen complaint investigations and reports
 - g. Consultation with prosecutors and judges
 - h. Personnel performance evaluations
 - i. Any other pertinent resource

D. Training Program Affiliation

1. The Department may periodically provide training affiliated with a local college or university, particularly if the training offered cannot be duplicated in-house. Whenever training is conducted in association with another organization, the basis for this affiliation as well as rights and responsibilities of each party should be clearly understood by the facility, the Department, and the attendees.

E. Public and Private Resources for Department Training Program

1. The East Hampton Police Department encourages the development of training programs using the resources of both public and private sectors of this community. Resources include the Connecticut Police Training Academy, the New England Law Enforcement Training Center, The FBI National Academy, **the Law Enforcement Television Network**, and the International Association of Chiefs of Police. In the private sector, numerous

sources of training are available on given topics and will be identified as needed.

F. Inter-Agency Training

1. Department personnel may be assigned to attend training sponsored by other criminal justice agencies or personnel from other agencies may be invited to attend training sessions sponsored by the Department when the training meets an identifiable training need and:
 - a. Increases operational or administrative effectiveness
 - b. Improves interagency cooperation
 - c. Promotes better understanding between criminal justice agencies

G. Training Facilities

1. The East Hampton Police Department will provide sufficient classroom space in the Police Building and other Town and local facilities, and the appropriate equipment for internal training programs as necessary without causing crowding or scheduling difficulties.

H. Training Curriculum – Job Task Analysis

1. In the development of training programs, employee job descriptions and performance evaluations will be used to ensure job relatedness of training as it relates to knowledge and skills necessary to perform various tasks. **This job task analysis will occur every three years.**

I. TRAINING ATTENDANCE REQUIREMENTS

1. The Department shall require documentation of an employee's attendance at all prescribed training programs. The Training Sergeant shall confirm attendance policies of agencies/facilities to which employees are sent, to ensure that the employee must attend mandatory portions to receive credit/certification for attendance.
2. Departmental Internal Training schedules published by the Department will list mandatory as well as optional training courses. Attendance rosters will be made on all in-house training sessions. All sworn personnel are required to participate in all mandatory training scheduled by the department. Where training is mandatory, exceptions will be allowed under the following circumstances:
 - a. Personnel with prior vacation approval

- b. Reasonable excuses, such as illness, personal emergency, police business, court appearances, etc.
 - c. Unreasonable excuses will be brought to the attention of the appropriate Supervisor.
3. Officers and/or employees missing any training **due to an unreasonable excuse will are to** document the **reason(s)** any session or part of a session was missed. Such documentation shall be in the form of an Inter-Office Memo **or email** and forwarded through the chain of command. No person shall be excused from any training requirements, which is mandated by law or required by Department Rules or Regulations. Where training is mandatory by law the **Training** Sergeant will make necessary arrangements for makeup training. If an absence occurs, arrangements for make-up training are to be coordinated by the **Sergeant. Commander.**
4. All training sessions attended are to be documented in the respective employee's written and automated personnel training files. Certificates will be issued to all employees completing in-house training courses, when warranted.

J. Training Costs Requests and Reimbursement

1. Requests For Training
 - a. Employees are required to make formal written requests for advanced training and career development courses of instruction. The employee should first discuss the issue with an immediate Supervisor. Such requests may be part of an employee's performance goals. In addition, the Chief of Police may take into consideration advanced training requests as a part of the annual budgetary process. Therefore, requests for external training considerations for the following year must be submitted in writing as part of the budget preparation process. Employees submitting such written requests will be given priority consideration in most circumstances.
 - b. As such, the Chief of Police will approve or deny training requests subject to the following:
 - (1) Availability of staffing, and the need to replace the employee
 - (2) Availability of funds
 - (3) Degree of need for the type of training in question
 - (4) If the employee requesting the training is best suited for the special training

- (5) If the training is needed to correct deficiencies in the employee
- (6) Number of employees already trained in the specialty

2. Training Costs Reimbursement

- a. All expenses for employees who are required to attend training schools, seminars, or other instructional or educational programs will be paid by the Town of East Hampton as follows:
 - (1) Respective *Collective Bargaining Agreements*
 - (2) Town of East Hampton's Financial Policies and Procedures
- b. The expenses for employees who are not required to attend training schools, seminars, or other instructional or educational programs, but choose to do so as part of their own career development, will be paid for as determined by the Chief of Police, depending on the nature of the course, except when governed by the provisions of a *Collective Bargaining Agreement*.
- c. The following may be considered necessary expenses for training purposes, but prior approval of the Chief of Police is required:
 - (1) **Registration fees:** Tuition charges for the training school, seminar, or educational or other instructional programs.
 - (2) **Meals:** Reimbursement at the current rate for daily meals as approved by the Town.
 - (3) **Lodging:** Hotel or motel charges when required, and normally will not include overstay on the night previous to the first day of the training if within reasonable driving distance.
 - (4) **Transportation:** The Department shall furnish transportation for all required training. When an employee does not use a Town-owned vehicle for training, reimbursement shall be at the current mileage rate as approved by the Town.
 - (5) **Miscellaneous Items:** Any other expenses directly related to the training, which has been approved by the Chief of Police, including all necessary books, tools and equipment required by the course of instruction.
- d. Employees requesting reimbursement, or payment in advance, shall be required to submit receipts of all expenses along with all required

Departmental forms.

K. Lesson Plans

1. Introduction

- a. The development of lesson plans for training programs of the Department ensures that the subject to be covered in training is addressed completely, accurately, and is properly sequenced with other training materials. Lesson plans establish the purpose of the instruction, set forth the performance objectives, relate the training to critical job tasks, and identify ethical consideration related to the topic. The Department requires the development of lesson plans for all training courses conducted by the Department.
- b. Responsibility for proper lesson plan development rests ultimately with the Instructor, with assistance from the Chief of Police. All training programs will have specific performance objectives. Lesson plans will include the following:

1. **Guidelines and Format for Lesson Plan Development**

All lesson plans developed for Departmental training programs will be completed in the proper format approved by the Chief of Police.

2. **Training Performance Objectives**

Performance objectives will be established for each training program and will:

- (a) Focus on the elements of task analysis (job-related) for which formal training is needed
- (b) Provide clear statements of what is to be learned
- (c) Provide a basis for evaluating the participants
- (d) Provide a basis for evaluating the effectiveness of the training program

- c. Performance objectives are to acquaint the training participants with the information they are required to know, the skills that must be

demonstrated, and the circumstances under which the skills will be used. Use of such objectives enables instructors to relate training directly to the job performance, which will be expected.

4. Content of Training and the Instructional Technique

a. Lesson plans will include:

(1) References

(2) Teaching techniques

(a) Conferences and lectures (debate, discussion groups, panels, and seminars)

(b) Field experiences (field trips, interviews, operational experiences, and operational observations)

(c) Problem investigations (committee inquiry)

(d) Simulations (case study, games, and role-play)

(3) Relationships to job tasks

(4) Responsibilities of the participants for the material taught

(5) Plans for evaluation of the participants

5. Lesson Plan Approval

a. All lesson plans are to be submitted to the Chief of Police **or his designee**, who will forward them, **if necessary**, to POSTC for final approval. Such approval shall ensure that the plans are prepared consistent with Department policy or lesson plan development, existing state requirements, and other Department policy and procedure. Responsibility for proper lesson plan development rests with the respective instructor.

6. Identification of Any Tests Used in Training Process

a. Generally, tests will be developed to measure participant's knowledge of and ability to use job-related skills based on performance objectives developed for each training course. Tests may be:

(1) Written (multiple choice, true-false, essay, fill-in-the blank, etc.)

(2) Practical or performance exercises, which are based on the participant's ability to successfully demonstrate that minimum

proficiency has been acquired to successfully complete the task

L. Remedial Training

1. Remedial training is personalized training that is designed to correct a specific deficiency in an employee. The need for remedial training is usually identified by one of the following methods:
 - a. Testing or other evaluation during training
 - b. Supervisory evaluation during job performance
 - c. During routine line or staff inspections
2. Remedial training for recruits in the Field Training and Evaluation Program will be conducted according to guidelines established in the program. When a supervisor recognizes a need for remedial training for any member, such need shall be documented in the form of an Inter-Office Memo and forwarded through the chain of command to the Chief of Police. Such documentation is to contain a recommendation for training to correct the deficiency and note any corrective action already taken.
3. The Chief of Police shall consult with the employee's Supervisor(s) and make the determination if the remedial training is warranted, and if so, decide if it should be conducted in-house, or by outside provider capable of providing the training.
4. Upon completion of remedial training the member's performance in the deficient area will be continually evaluated by observation of the member's supervisor for a period of at least six months. Non-participation in, failure to pass remedial training, or continued non-satisfactory performance after remedial training has been conducted, may result in disciplinary action.

M. Updating Employee Training Records

1. Upon completion of any training, the Chief of Police **or his designee** shall update the employee's training records, which includes:
 - a. Name of attendee
 - b. The date(s) of the training
 - c. Course title and/or description
 - d. Instructor(s)' name, when known
 - e. Copies of any certificates received
 - f. Attendance (hours of instruction)
 - g. Test scores (if tested)
 - h. Any other pertinent information as determined by the Chief of Police

N. Department Training Records

1. The Department maintains records of each training class it conducts, to include, at a minimum:
 - a. Date, location, and duration
 - b. Course content (lesson plans) and names of instructors
 - c. Names of agency attendees
 - d. Performance of individual attendees as measured by tests

2. All such departmental training records will be stored and secured in the Sergeant's office of the Chief of Police after they have been compiled and entered into the training records system. However, training records are essentially administrative records maintained by the Department for reference purposes and, as such, are available to employees and the public, to the extent permitted by state laws governing public records, upon approval of the Chief of Police.

3. An evaluation should be completed on all in-house training conducted by the Police Department. The evaluation form will be structured in the format approved by the Chief of Police or his designee and ~~must~~ may address:
 - a. Content of course
 - b. Instructional methods and delivery
 - c. Usefulness and value of the program
 - d. The training facility and other pertinent issues



February 14, 2023

To: The East Hampton Town Council,

The documentation for the tax refunds listed below is available in the Office of the Collector of Revenue for your review. There are seventeen (17) refunds totaling \$26,209.37.

Respectfully Submitted,

Kristy L. Merrifield, CCMC
Collector of Revenue

0.	CL
511.18	⊕
173.15	⊕
874.30	⊕
1,926.93	⊕
820.26	⊕
21.10	⊕
560.58	⊕
484.63	⊕
11,119.98	⊕
237.04	⊕
40.00	⊕
2,335.22	⊕
5,889.95	⊕
291.42	⊕
588.24	⊕
327.59	⊕
7.80	⊕
017	
26,209.37	TL

BOARD AND COMMISSION SUMMARY JANUARY 2023

Arts & Culture Commission

The Arts & Culture Commission met on January 19th. The members reviewed a capstone application that was received. They also discussed the artist/gardener reception. The budget for 2023-2024 was reviewed.

Board of Finance

The Board of Finance met for their regularly scheduled January meeting on January 17th. All topics discussed were informational only and did not require any action. Topics included distribution of the Annual Financial Audit reports and revisions to the FY 2024 Budget Calendar.

Brownfields Redevelopment Agency

The Brownfields Redevelopment Agency met on January 23rd. The Town Manager gave the members updates on the Village Center Streetscape project and the town took ownership of the 13 Summit Street property. The town cleaned up the property. The members briefly discussed the update to the EDC from Mr. Corvo at their last meeting. Ms. Man volunteered to attend the March 21st EDC meeting to give the commission members the update on the agency. There was brief discussion on the CRCOG grant updates and East Hampton isn't eligible for funding since the town isn't a member of the CRCOG. The members then reviewed the sections for the next round of DECD grant funding. The members can rewrite and redraft the application from the FEMA grant to tailor it to what DECD is looking for. The members discussed getting more people interested in joining the agency to get a full roster.

Clean Energy Task Force

The Clean Energy Task Force met on January 3rd. The members discussed the updates for the Energy Fair, made decisions on what else needs to be done for the event, and set up plans and next steps for the fair. The members will reach out to the Middle School Roof committee when they hold a meeting. The members discussed having Earthlight present at a future meeting in advance of the company making a proposal for getting solar added to the Middle School roof project.

Commission on Aging

The Commission on Aging met on January 12th. Ms. Ewing provided an overview of activities at the Senior Center. Dr. Rosenberg reported on the Housing Sub-Committee. He will meet with Jeremy DeCarli regarding temporary health care, accessory dwelling units and home remodeling for safety. The Health and Wellness Sub-Committee met with the town department heads to improve communication amongst each other to better serve the community's needs. Dr. Rosenberg presented former Chairman Bob Atherton a tribute resolution from the Commission on Aging and noted he nominated Mr. Atherton for the Lions Club Humanitarian Award. The members approved a motion to send a letter to Irene Haines and Norm Needleman to address the urgent need for energy assistance for senior citizens.

Conservation-Lake Commission

The Conservation-Lake Commission met on January 12th. The members received an update for the communications and liaison report. The members reviewed and discussed two plan reviews and made recommendations for both. Updates were given to the members for the watershed projects and federal funding, sub-committee report on education, and the advisory panel. The members discussed the

copper sulfate application and treatment for the lake. The members made a motion to approve getting the permit and having the treatment for the lake.

Design Review Board

No meeting

Economic Development Commission

The Economic Development Commission met on January 17th. The members discussed the new business of the month process and nomination, the business spotlight process and nomination, and the minutes and motions from the last Planning and Zoning meeting. The members received a brief update on the Village Center Streetscape project from the Town Manager.

Ethics Commission

The Ethics Commission met on January 17th. The members elected Mark Laraia as Chair and Allison Kane as Vice Chair. The Town Attorney was present at the meeting to review the Rules and Procedures for the commission. A complaint has been received. The respondent and complainant have 15 days from notification to respond. The commission will meet again on February 21st.

Fire Commission

The Fire Commission met on January 9th. Firefighter Howell informed the members that the grant sub-committee was formed to apply for grants for more funding for the department. They are looking to apply to FEMA for new fireproof radios for the membership. The members discussed the dry hydrants, the fire boat, the building committee, budget planning for next year, the end of year award and stipend process, the educational trailer, the FR reports, and Fire Chief Rainville using the chief's vehicle during the day.

Inland Wetlands Watercourses Agency

The Inland Wetlands Watercourses Agency met on January 25th.

Continued Applications:

- A. Application IW-22-031: Christopher Liguore, 49 Wangonk Trail, Rebuild deck and stonewall. Map 09A/ Block 70C/ Lot 39. Dean Kavalkovich made a motion to approve the application using the standard short form permit. Dave Boule seconded the motion. Vote: 5-0

New Applications:

- A. Application IW-23-001: Amanda Cavanaugh, 41 Day Point Road, Addition to single family home. Map 10A/ Block 83/ Lot 36C. Josh Wilson made a motion to continue the application to the next regularly scheduled meeting (February 22). Pete Wall Seconded the motion. Vote: 5-0
- B. Application IW-23-002: George Koutouzis, Lakefront, 77 North Main St. Rebuild 12x30 deck. Map 04A/ Block 63B/Lot 22/3A Josh Wilson made a motion to continue the application to the next regularly scheduled meeting (February 22). Scott Hill Seconded the motion. Vote: 5-0

Joint Facilities

The Colchester-East Hampton Joint Facilities met on January 17th in person and via Zoom. A representative of NAGE, on behalf of the Local-319 Union addressed the Board in relation to comments made at the September and "October" Board meetings. A proposal was received from AECOM for the MAPS study and has been forwarded to CT DEEP for review. The Board reviewed and discussed the recommended operating and revenue budget for 2023/24 fiscal year. Any changes or corrections will be made at the February 21, 2023 meeting.

Library Advisory Board

The Library Advisory Board met on January 9th. Mr. Kellogg is working on the Library operating budget for 2023-24. He also presented a draft of the Space Plan Report for the upcoming Town Council meeting. Members reviewed the timeline for the 2023-026 Strategic Plan. They will be working on drafting a new survey that will be presented to the Board prior to distribution.

Middle Haddam Historic District Commission

The Middle Haddam Historic District Commission met on January 26th. The members reviewed and discussed the application for a certificate of appropriateness at 65 Middle Haddam Road, Christ Church Rectory, to install an outside oil tank to eliminate sharing of the oil from the one Church tank. The applicant attended the meeting to present and answer questions. The members accepted the application as presented. There was discussion of the recently purchased residential lot near the storage building on Long Hill Road. The housing plans with the extras and lighting plans would need to go before the commission for approval. The members re-elected the current officers for another term.

Parks & Recreation Advisory Board

The Parks & Recreation Advisory Board met on January 3rd. The Air Line Trail Sub-Committee provided an overview of their work. The Jeffrey Leith Memorial Scholarship was approved. Members received updates on the Parks & Rec programs, the special revenue account and capital projects.

Planning & Zoning Commission

The Planning & Zoning Commission met on January 4th. Kevin Kuhr was voted in as Chairman. Ray Zatorski was voted in as Vice-Chairman.

Public Hearings:

- A. PZC-22-010: Connecticut Water Company, Install well metering building. Map 10A/ Block 85/ Lot 5C. Vice-Chairman Zatorski made a motion to continue the public hearing and the application PZC-22-010: Connecticut Water Company, Install well metering building. Map 10A/ Block 85/ Lot 5C to the next regularly scheduled meeting February 1, 2023. The motion was seconded by Mr. Rux. Vote: 7-Yes; 0-No

Water Pollution Control Authority

The East Hampton Water Pollution Control Authority met on January 3rd in person and via Zoom. The Royal Oaks water system ran into an issue with one of the well pumps which caused some temporary water concerns. Work has started at North Maple pump station. Expectation is 2-3 weeks. Connecticut Water is upgrading their facility at Edgewater Hill. Design plans for the backwash tank to be pumped up to gravity sewer so there will be less wear and tear on our pump station. The Colchester-East Hampton SOP-Sub Committee met on January 10th and 24th in person. The committee began reviewing the shared services between the four (4) towns. Concentration will begin with the Standard Operation Procedure (SOP) for the Colchester pump stations.

Zoning Board of Appeals

No meeting

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

Manisha Juthani, MD
Commissioner



Ned Lamont
Governor
Susan Bysiewicz
Lt. Governor

Drinking Water Section

January 26, 2023

Mr. Russel Melmed, Director
Chatham Health District
240 Middletown Avenue, Unit 123
East Hampton, CT 06424

Subject: Well Permit Exception Applications for Proposed Lots 20, 21, 25, 26 and 33 000 East High Street, East Hampton, CT

Dear Mr. Melmed:

Pursuant to Section 19-13-B51m of the Regulations of Connecticut State Agencies ("RCSA"), the Department of Public Health ("Department") has determined that the installation of individual water supply wells to serve the five subdivided parcels (Proposed Lots 20, 21, 25, 26 and 33 000 East High Street) currently located at the Edgewater Hill development in East Hampton, Connecticut is allowable. This conclusion is based on the Connecticut Water Company's statement that it cannot provide such premises with a pure and adequate supply of water from Connecticut Water Company's public water system located within 200' of the proposed wells ("CWC is not able to provide adequate water supply to the subject property with the existing sources and treatment systems available at this time" – from Connecticut Water Company letter in its June 27, 2022 well permit application). RCSA Section 19-13-B51m(c) states: *"The commissioner of health services, or his or her designee, may grant an exception...upon a finding that... The community water system which serves the premises is unable to provide such premises with a pure and adequate supply of water."*

Exception is granted to issue, if appropriate, five water supply well permits to develop one drilled well for each proposed property, provided the following conditions are met:

1. The wells must be approved by the Chatham Health District.
2. The Department is concerned about the long-term viability of these on-site private well sources (should they be approved by the Director of Health) due to quality and quantity deficiencies in other nearby existing wells in this area. Therefore, the Town of East Hampton, Chatham Health District, Connecticut Water Company and Edgewater Hill Enterprises, LLC should continue to work towards a long-term integrated solution for this and future phases of this development. An equitable cost-sharing arrangement for the future connections of these properties to such integrated drinking water supply could be included.



Phone: (860) 509-7333 • Fax: (860) 509-7359
Telecommunications Relay Service 7-1-1
410 Capitol Avenue, P.O. Box 340308, MS#12DWS
Hartford, Connecticut 06134-0308
www.ct.gov/dph/publicdrinkingwater

Affirmative Action/Equal Opportunity Employer



Well Permit Exception

Proposed Lots 20, 21, 25, 26 and 33 000 East High Street, East Hampton

January 26, 2023

Page 2

3. Well water samples for each well must be approved by Chatham Health District in accordance with RCSA Section 19-13-B101.
4. These exceptions are granted contingent upon all relevant building lot and subdivision approvals being issued by the Town of East Hampton.
5. These exceptions will expire on January 26, 2024.

If you require additional information on this determination, please contact Eric McPhee of my staff.

Sincerely,



Lori J. Mathieu

Public Health Branch Chief

- c: Lisa Motto, Edgewater Hill Enterprises, LLC
Craig Patla, David Peeling, Connecticut Water Company
David Cox, East Hampton Town Manager
Jeremy DeCarli, East Hampton Town Planner
Fred Klein, Edgewater Hill



P.O.Box 270
Hartford, CT 06141-0270

February 2023

Dear Neighbor,

As part of our everyday effort to deliver dependable energy to our customers and communities, we are preparing to make various upgrades on one of our transmission lines in East Hampton, Haddam, and East Haddam. Maintaining the infrastructure that supports the electric lines is one of the ways Eversource ensures the safe, secure transmission of electricity throughout the region.

We Are Always Working to Serve You Better

You're receiving this letter because project work will be taking place within the right of way (power line corridor) on or near your property. The Project, called the East of Hurd State Park to East Haddam Junction, includes modifying and replacing select existing structures and infrastructure along the transmission line, modifications to existing substations, and the installation of new communication wire.

What You Can Expect

First, we want you to know that this work will not interrupt electric service to your property, and that all people working on this project carry identification.

The Project includes replacing existing lattice towers & wood structures with new weathered-steel structures as well as replacing hardware on select structures. The new structures will have a slight modification and placed near the existing structures. When complete, we will remove the old structures from the right of way.

The Project additionally will include the replacement of existing shield wire on the structures with Optical Ground Wire (OPGW). The OPGW will be installed on the structures within the right of way between Hurd State Park and East Haddam Junction off Boardman Road. With these improvements, Eversource will improve electric reliability by enabling communication between substations.

In the coming weeks, Eversource, through its contractors, will be performing field work within the right of way in your area. This work may include soil and other inspections; engineering and environmental surveying; and maintenance of access roads.

In March, we will be submitting a Petition to the Connecticut Siting Council (CSC) for this Project. Pending all necessary approvals, project construction is expected to begin in September 2023. We will keep in touch throughout the Project and will provide you updates on the Project schedule.

For More Information

Keeping the lines of communication open is important to us. We would like to connect with you to discuss the proposed project, as well as obtain the best contact phone number and e-mail address to reach you moving forward. Please contact our Outreach Coordinator, AJ Palmer at 781-385-0705 to provide that information or discuss any questions you may have about the project. You can also contact our Projects Hotline at 1-800-793-2202 or send an email to ProjectInfo@eversource.com.

Eversource is committed to being a good neighbor and doing our work with respect for you and your property. We will continue to provide regular project notifications via mailings, phone calls, and emails. Thank you for your patience as this important project moves forward.

Sincerely,

Daniel Bailey

Daniel Bailey

Project Manager for Eversource Energy

East of Hurd State Park to East Haddam Junction Rebuild Project

Town of East Hampton
February 2023

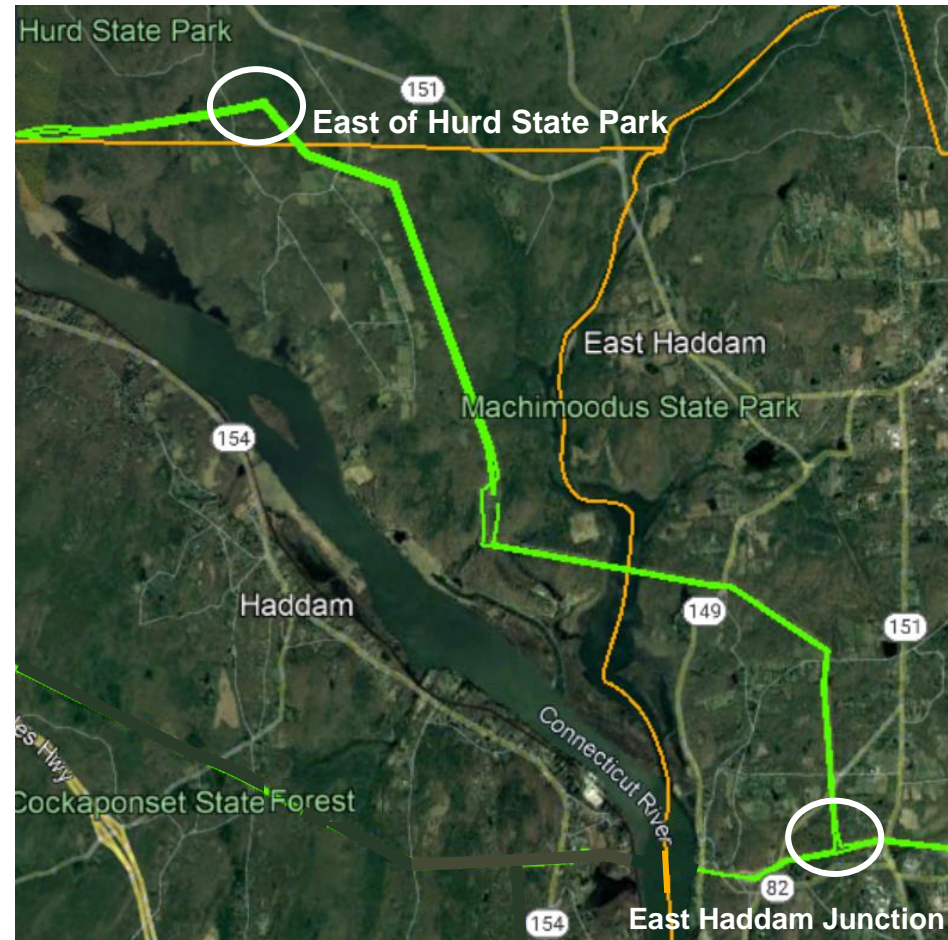
- Project Need
- Project Scope
- Schedule/Next Steps
- Stakeholder Outreach
- Contact Information

- Visual inspections of the 362 (345-kV), 364 (345-kV), 376 (345-kV), 1772 (115-kV) transmission lines in East Haddam, East Hampton, and Haddam have identified the need to replace aging and deteriorated structures.
- The existing structures on the 1772, 362, 364, and 376 Line were originally installed in the mid 60s (with some maintenance replacements along the 1772 line and 364 line) and have deteriorated with age, as well as sustained damage. Replacing these structures is necessary to maintain system reliability.
- In addition, we will be taking the opportunity to replace additional structures within the right of way corridor that do not presently show signs of aging and deterioration but have the potential to be a concern in the near-term future. Addressing the structures now will avoid future work within the right of way that would disturb property owners and environmental resources.
- We will also be replacing existing shield wire on the transmission structures with Optical Ground Wire (OPGW). The OPGW will be installed on structures over a 6.2-mile span within the right of way (powerline corridor) between the Eastern border of Hurd State Park and our Eversource owned- East Haddam Junction. With these improvements, Eversource will improve electric reliability by enabling communication between substations.

East of Hurd State Park to East Haddam Junction Rebuild Project: Scope

This proposed Project includes:

- The replacement of 55 structures between East of Hurd State Park to the East Haddam Junction – in Middletown, East Hampton, East Haddam, Haddam.
 - 4 of the 55 structures will be replaced in the town of East Hampton
 - Majority of the new structures will be replaced with a structure of similar height and design.
- Replacement of the shield wire with a new communication & ground wire called OPGW
- Modification to the existing substations to accommodate OPGW



Eversource will soon file a Petition with the Connecticut Siting Council seeking approval to construct this Project.

East of Hurd State Park to East Haddam Junction Project: Schedule & Next Steps*

	Q1 2023	Q2 2023	Q3 2023	Q4 2023	Q1 2024	Q2 2024	Q3 2024	Q4 2024
Initial Briefing of Municipal Officials								
Property Owner Outreach								
Filed Petition with CSC	Targeting March 2023							
Construction**								
Restoration								

*Schedule subject to change

**Pending CSC Approval

Eversource is committed to being a good neighbor while conducting its maintenance and reliability upgrades. Outreach is conducted early and often to inform our customers and other stakeholders about work proposed to occur in their area and address any questions or concerns.

We are also adapting our work practices to incorporate social distancing, proper protective equipment, heightened hygiene, and other best practices to protect their, and the public's health and avoid the spread of coronavirus.

■ Key Stakeholders:

- Property Owners & Tenants
- Businesses
- Local Officials
- State Agencies

■ Communication Tactics:

- Briefings, Presentations
- Letters
- Phone calls & emails
- Door-to-door outreach
 - Eversource representatives will leave these notifications that include information on our work in rights-of-way and who to contact with any questions — without knocking on doors.
- Hotline and e-mail address

Contact Information for the Public:

Transmission Hotline 1-800-793-2202

Email: ProjectInfo@eversource.com

East of Hurd State Park to East Haddam Junction Project:

Mindy Greenberg

Project Services Specialist

860-463-2539

Mindy.Greenberg@eversource.com

For all other Eversource inquiries:

TJ Magnoli

Community Relations Specialist

860-796-6148

Thomas.Magnoli@eversource.com

Transmission Hotline For the Public:

1-800-793-2202

ProjectInfo@eversource.com