

**STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION  
SUBCONTRACTOR APPROVAL  
FOR MUNICIALLY ADMINISTERED CONTRACT**

The Town/City of \_\_\_\_\_, herein referred to as the Municipality, grants approval for a Subcontract between:

\_\_\_\_\_  
(Name) (Address)  
as Contractor and \_\_\_\_\_  
(Name) (Address)

**FEIN No. of Subcontractor:** \_\_\_\_\_

as Subcontractor to the Contractor and \_\_\_\_\_  
(Name) (Address)

**FEIN No. of Sub-Subcontractor:** \_\_\_\_\_

as Sub-Subcontractor to the Contractor on a certain contract described as follows:

**Town of:** \_\_\_\_\_ **Municipal Project No.:** \_\_\_\_\_

This approval to sublet to the Subcontractor is for the following portions of the original contract, including Special Provisions, plans, specifications, addenda, and other documents made a part of said contract.

**Anticipated start date for Subcontractor/Sub-Subcontractor** \_\_\_\_\_

**Is the Subcontractor/Sub-Subcontractor a** (if applicable, check only one):

**SBE** (State Funded Contracts Only) or  **DBE** (Fed. Participating Contracts Only)

If the request for approval is for a SBE or DBE subcontractor for the purpose of meeting the applicable Contract SBE Set-aside or DBE Goal, then a copy of the legal contract between the prime and the subcontractor must be submitted along with the request for subcontractor approval. The Contractor and Subcontractor are required to comply with the applicable SBE or DBE provisions.

NOTE: The Contractor is required to clearly breakout assignments of work to subcontractors (sub-subcontractors) by item for each project (subproject), including reference Project Number(s) and Item Number(s). The following table is to be completed by the Contractor. If additional space is required, attach additional pages as required. (Check if additional pages are attached:  )

Project No.	Item Number	Work Description	Code *	Pay Unit	Unit Price	Quantity	Subcontract Total Item Value	% of Orig. Bid Qty.

(\* Code: S – Subcontractor, T – Trucking, P – Supplier) **Total Subcontract Value** \_\_\_\_\_

This approval is granted on condition that the Contractor and Subcontractor agree that the subcontract between them shall include the following provisions, which agreement is evidenced by their signatures subscribed hereto:

The Subcontractor agrees to be bound to the Contractor by the terms of the herein before original contract, including special provisions, plans, specifications, addenda, and other documents made a part of said contract, and to assume to the Contractor all the obligations and responsibilities that the Contractor by those documents assumes to the Municipality, except to the extent that provisions contained therein are by their terms or by law applicable only to the Contractor.

It is further distinctly agreed that the Contractor or Subcontractor shall not assign their Contract, or any part thereof, or any right to any of the moneys to be paid hereunder, or shall any part of the work to be done, or material furnished under their contract be sublet without the consent in writing of the Municipality;

It is further understood and agreed that on all subcontracts valued at \$10,000 or more the required Equal Employment Opportunity Provisions have been read and understood by the Subcontractor. The Subcontractor agrees to be guided by and to fully comply with these Provisions and it is also understood that these Provisions will be physically included in the Subcontract;

The Subcontractor agrees and warrants that in the performance of the Subcontract it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by such Subcontractor 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 or the Municipality. If the contract is for a public works project, the Subcontractor agrees and warrants that it will make good faith efforts to employ Minority Business Enterprises as subcontractors and suppliers of materials on such project. The Subcontractor further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the Subcontractor as related to the provisions of Section 4a-60 and Section 46a-56 of the Connecticut General Statutes as amended;

It is further understood and agreed that the contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to the contract. The parties to this document, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by the said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The Contractor and Subcontractor agree, as part consideration hereof, that this agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three and that they will not discriminate in their employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner;

It is further understood and agreed that copies of the Governor's Executive Order No. Three and the Guidelines implementing said Order are attached to and made part of the contract between the Prime Contractor and the Subcontractor;

It is further understood and agreed that it is a condition of the contract, and shall be made a condition of each subcontract entered into pursuant to the contract, that for any dispute arising out of the agreement between the Contractor and a subcontractor, including claims of late or non-payment, which cannot be settled within 60 days of the subcontractor submitting a written claim to the Contractor, either party may bring the dispute before an alternative dispute resolution entity for resolution. If the parties do not agree upon a particular dispute resolution entity for that purpose, the dispute will be resolved under the auspices and construction arbitration rules of the American Arbitration Association. The Municipality may not be made a party to such dispute proceedings. These rights and restrictions shall not be waivable, and if these provisions are not included in the Contractor's subcontracts for the Project, these provisions shall none the less be read into them;

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

It is further understood and agreed that, on Federal-aid Contracts, the Required Contract Provisions have been read by the Subcontractor and fully understood. The Subcontractor agrees to be guided by and to fully comply with these Provisions, and it is also understood that these provisions will be physically included in the Subcontract;

It is further understood and agreed that this Document is executed subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973 and, as such, the contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with Executive Order No. 17 and any orders, rules or regulations issued pursuant thereto;

It is further understood and agreed that copies of the Governor's Executive Order No. 17 and any Guidelines implementing said Order are attached to and made part of the Contract between the Prime Contractor and the Subcontractor;

It is further understood and agreed that the most recent Appendix DBE entitled "Connecticut Department of Transportation, Policy Statement, Policy No. Admin.-19, Subject: Policy on DBEs" is hereby attached and made a part of this document;

The Subcontractor is hereby put on notice that Section 4a-60 of the Connecticut General Statutes entitled "Nondiscrimination Causes in State Contracts" has been expanded by Public Act 84-418 of the Connecticut General Assembly to include certain definitions, factors to be considered in determining good faith efforts, the need for documentation of such good faith efforts, and a mandate to the Commission on Human Rights and Opportunities to adopt regulations implementing state law;

And the Subcontract shall include a provision, in accordance with Section 49-41c of the General Statutes, requiring the subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within thirty days after such subcontractor receives a payment from the general contractor which encompasses labor or materials furnished by such subcontractor.

Signed, sealed and delivered in the presence of Witnesses:

\_\_\_\_\_  
 Witness \_\_\_\_\_ (L.S.)

Witness \_\_\_\_\_ As to Contractor \_\_\_\_\_ Date \_\_\_\_\_ Contractor

\_\_\_\_\_  
 Witness \_\_\_\_\_ (L.S.)

Witness \_\_\_\_\_ As to Subcontractor \_\_\_\_\_ Date \_\_\_\_\_ Subcontractor

\_\_\_\_\_  
 Witness \_\_\_\_\_ (L.S.)

Witness \_\_\_\_\_ As to Sub-Subcontractor \_\_\_\_\_ Date \_\_\_\_\_ Sub-Subcontractor

Approved for the Municipality by \_\_\_\_\_

Date: \_\_\_\_\_

