

RIDER TO
AIA DOCUMENT A104 STANDARD ABBREVIATED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

BETWEEN
TOWN OF WILTON (OWNER)
AND
CONTE COMPANY, LLC (CONTRACTOR)

DATED MARCH ____, 2021

PROJECT: NORWALK RIVER VALLEY TRAIL WILWALK SECTION

The following provisions are incorporated into the above Agreement. Except as specifically indicated below, all capitalized words and phrases shall have the meanings ascribed to them in the Agreement. **In the event of an inconsistency between or among Contract Documents, Owner and Contractor agree to the following order of priority: (1) this Rider; (2) the RFP; (3) the Agreement; and (4) the Contractor's Proposal.**

1. *The following are added to the bottom of the table at § 3.2.2:*

Removal of Unsuitable Material and Replacement With Suitable Material -- \$___ per cubic yard.

2. **4.1.3 and § 4.1.5 are deleted in their entirety and replaced with the following § 4.1.3.** The following payment terms shall apply to all invoices presented by the Contractor under this Agreement. The Owner shall pay the Contractor's invoices within twenty (20) days after presentation to the Owner's Finance Department bearing the approval of the Architect and the Owner's Assistant Director of Public Works or his designee. Invoices not paid within thirty (30) days after presentation to the Owner's Finance Department bearing the approval of the Architect and the Owner's Assistant Director of Public Works or his designee will bear interest at the Prime Rate, as published in the Wall Street Journal.
3. **The first line of § 9.15.1 is modified as follows:** After the word "Owner" the following is inserted ", City of Norwalk, Friends of the Norwalk River Valley Trail, Inc.,".
4. **§ 17.1.2 through and including § 17.1.9 are deleted in their entirety and replaced with the following:** § 17.1.2 The Contractor shall maintain the insurance coverages described in Section 12 of the RFP.

5. *The following new sections are added.*

§ 22.1 Third Party Beneficiary and Assignability. The City of Norwalk shall be considered a third party beneficiary of this Agreement to the extent necessary to enforce the Owner's rights and the Contractor's obligations with respect to Work performed and the Contractor's activities within the territorial limits of the City of Norwalk. Without limiting the generality of the foregoing, the Contractor's warranty under **Section 9.4** shall extend to the City of Norwalk in addition to the Owner and Architect. The Owner shall have the unrestricted right to assign its rights under the Agreement, in whole or in part, to the City of Norwalk at any time.

§ 22.2 Out of State Contractors and Subcontractors. If the Contractor is an "unverified contractor", as defined in Section 12-430(7)(A) of the Connecticut General Statutes, as revised, the Contractor shall comply fully with the provisions of Section 12-430(7)(C) and, prior to commencing the Work, shall furnish the Owner with a copy of the requisite proof set forth in subparagraph (B) of Section 12-430(7).

§ 22.3 Payment of Subcontractors. The following is required pursuant to Section 49-41a of the Connecticut General Statutes.

§ 22.3.1 The Contractor shall pay any amounts due any Subcontractor, whether for labor performed or materials furnished, within thirty (30) days of the date the Owner pays the Contractor for such labor or materials.

§ 22.3.2 The Contractor shall require in its agreements with each Subcontractor that such Subcontractor shall pay any amounts due any Sub-subcontractor, whether for labor performed or materials furnished, within thirty (30) days of the date the Contractor pays the Subcontractor for such labor or materials.

§ 22.4 Prevailing Wage. To the extent required under Section 31-53 of the Connecticut General Statutes, the wages paid on a hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of Section 31-53 of the General Statutes of Connecticut shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make such payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of the payment of contribution for such person's classification on each pay day. With each Application for Payment, the Contractor shall submit to the Owner's Designated Representative a certified payroll report broken down by week.

§ 22.5 Safety Training: To the extent required by Connecticut General Statutes Section 31-53b, the Contractor shall furnish proof, and shall cause its Subcontractors to furnish

proof, with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268. The Contractor shall also furnish proof, and shall cause its Subcontractors to furnish proof, that any plumber or electrician subject to the continuing education requirements of section 20-334d, who has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration five or more years prior to the date such electrician or plumber begins work on such public works project, has completed a supplemental refresher training course of at least four hours in duration in construction safety and health taught by a federal Occupational Safety and Health Administration authorized trainer.

§ 22.6 Nondiscrimination: Contractor agrees that in connection with the Work, no person shall be denied or subjected to discrimination on the grounds of sex, sexual orientation, gender identity or expression, race, color, creed, national origin, age, marital status, or the presence of any sensory, mental or physical handicap

§ 22.7 Preference for Connecticut Residents: Pursuant to Connecticut General Statutes, Section 31-52a, the following provision shall be incorporated into this Agreement and each subcontract hereunder insofar as this Agreement or any such subcontract concerns a public works project, including, but not limited to, construction, remodeling or repairing of any public facility or structure (except public buildings covered by Section 31-52), site preparation or improvement, appurtenances or highways, or the preparation or improvement of any land or waterway on or in which a structure is situated or to be constructed:

In the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the State who are, and continuously for at least six (6) months prior to the date hereof have been, residents of this State, and if no such person is available then to residents of other states. Nothing herein shall abrogate or supersede any provision regarding residence requirements in a collective bargaining agreement to which the Contractor is a party.

The Contractor shall include the foregoing provision in all subcontracts and sub-agreements entered into pursuant to this Agreement or related to this Project.

**OWNER:
TOWN OF WILTON**

**CONTRACTOR:
CONTE COMPANY, LLC**

(Signature)

(Printed Name and Title)

(Signature)

(Printed Name and Title)