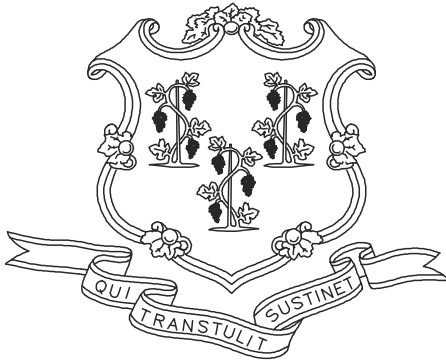


CONTRACT FORMS  
BID DOCUMENTS  
&  
PROJECT SPECIFICATIONS  
FOR  
REPAIRS TO PACHAUG POND DAM  
GRISWOLD, CT



KATIE S. DYKES  
COMMISSIONER  
STATE OF CONNECTICUT  
DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION  
BUREAU OF WATER PROTECTION AND LAND REUSE  
WATER PLANNING AND MANAGEMENT DIVISION

March 2019  
(Revised for Bidding February 2021)

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SECTION I.A. BIDDING ITEMS

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NOTE: All forms associated with these items must be completed by Bidders and submitted with bids.

## INVITATION TO BID

STATE OF CONNECTICUT  
DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION  
BUREAU OF WATER PROTECTION AND LAND REUSE  
WATER PLANNING AND MANAGEMENT DIVISION  
79 ELM STREET, 2<sup>ND</sup> FLOOR, HARTFORD,  
CONNECTICUT 06106-5127  
TELEPHONE (860) 424-3706

**The Department of Energy and Environmental Protection seeks sealed construction bids from Contractors who are prequalified by DAS for the following project:**

**PROJECT NAME:** Repairs to Pachaug Pond Dam  
Griswold, CT

**PROJECT NUMBER:** DS-201904784 – WQC-201904785

**DATE OF BID OPENING:** Tuesday, April 6, 2021, at 11:00 am. Bid opening process will be done electronically through CTSource program. Results of the bidding will be posted on line through CTSource 24 hours after bid due date. Refer to Bid Submissions below for further bid process details.

**PROJECT DESCRIPTION:** Project includes: partial concrete encasement of existing spillway, new low level drawdown structure with associated piping, earthwork associated with increasing height of dam, articulated block overtopping protection of embankment, riprap erosion protection on upstream embankment, new timber boardwalk fishing platform, new precast concrete boat ramp, miscellaneous demolition and masonry repairs

**DAS PREQUALIFICATION CLASSIFICATION:** DAS Prequalification Required.

**BID AND CONTRACT DOCUMENTS:** Bid and contract documents, including additional notice and instructions to Bidders are available on the State of Connecticut's Department of Administrative Services' website: <https://portal.ct.gov/das/ctsource/ctsource>  
No bid packages will be available at the pre-bid meeting

**PRE-BID MEETING:** A mandatory pre-bid meeting will be held on March 10, 2021, at 11:00 AM. Representatives of the Water Planning and Management Division will meet prospective bidders at the parking area of Pachaug Pond located at 945 Voluntown Road in Griswold, CT for the purpose of reviewing the project and conducting a site inspection. Prospective bidders **must** pre-register for the mandatory pre-bid meeting by submitting an e-mail including Company Name, Name of Contact Person, mailing address, e-mail address and telephone number **by 4:00 PM on March 8, 2021 to [dan.biron@ct.gov](mailto:dan.biron@ct.gov)** Prospective bidders must both pre-register for and attend the pre-bid meeting for DEEP to open or review their bid proposals.

**Due to COVID-19** and in an effort to assure the health and safety of our staff and others, social distancing of 6 feet and face coverings will be required during the pre-bid site visit. Additionally, a maximum of two (2) representatives per contractor will be allowed during the site visit. All

questions must be submitted via e-mail to [Dan.Biron@ct.gov](mailto:Dan.Biron@ct.gov) (cc:[jbrochu@macchiengineers.com](mailto:jbrochu@macchiengineers.com)) by 4:00 pm on March 18, 2021. Responses to questions will be answered per addendum and posted on the CTSOURCE website by close of business day March 25, 2021.

**BID SUBMISSIONS TO: All bids must be submitted electronically through the State of Connecticut's Department of Administrative Services' website:**

**<https://portal.ct.gov/das/ctsource/ctsource>.**

**Bids are to be submitted by 10:59 am, Tuesday, April 6, 2021. Any bids received after 10:59 am will not be opened.**

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**BID BOND: Required in the amount of 10% of total bid.**

**ADDITIONAL REQUIREMENTS:** Other DEEP/IWRD bid and contract requirements for this project, and information concerning the completion of bids being submitted, are contained in the Notice and Instructions to Bidders Form, and applicable bid and contract forms, including any requirements incorporated by reference in such documents. Prospective bidders are advised to carefully review these documents and requirements prior to preparation and submittal of bids. Prospective bidders should be aware that among these requirements the contractor selected to perform the work necessary to complete this project must file with and receive approval of an Affirmative Action plan from the Connecticut Commission of Human Rights and Opportunities (CHRO). This will also require compliance with CHRO set-aside program subcontracting and hiring goals.

**CONTACT INFORMATION:**

Prospective bidders may contact Dan Biron of the DEEP/Water Planning and Management Division by e-mail at [Dan.Biron@ct.gov](mailto:Dan.Biron@ct.gov) for additional information or clarification regarding the Bid and Contract Documents.

The Commissioner of the Department of Energy and Environmental Protection reserves the right to do any of the following without liability, including but not limited to: (a) waive technical defects in the bid proposal as he or she deems best for the interest of the State; (b) negotiate with a contractor in accordance with Connecticut General Statutes Section 4b-91; (c) reject any or all bids; (d) cancel the award or execution of any contract prior to the issuance of the "Notice To Proceed;" and, (e) advertise for new bids.

Katie S. Dykes  
Commissioner  
Department of Energy and Environmental Protection

## NOTICE AND INSTRUCTIONS TO BIDDERS

### STATE OF CONNECTICUT DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION

#### 1. BIDS AND REJECTION OF BIDS

- A. Bids shall be for the complete work as specified and shall include the names of any subcontractors for the four classes of work specified in subsection (a) of Section 4b-93 of the General Statutes of Connecticut as revised, if applicable, and for each other class of work for which the awarding authority has required a separate section pursuant to said subsection and the dollar amounts of their subcontracts, and the contractor shall be selected on the basis of such bids. It shall be presumed that the bidder intends to perform with its own employees all work in such four classes and such other classes, for which no subcontractor is named. The bidder's qualifications for performing such work shall be subject to review under Section 4b-92 of the General Statutes of Connecticut, as revised.
- B. Every bid which is conditional or obscure, **or which is not accompanied by a Department of Administrative Services Prequalification Certificate and Update Statement**, or which contains any addition not called for, shall be invalid, and the awarding authority shall reject every such bid. The awarding authority shall be authorized to waive minor irregularities which he considers in the best interest of the State, provided the reasons for any such waiver are stated in writing by the awarding authority and made a part of the contract file. No such bid shall be rejected because of the failure to submit prices for, or information relating to, any item or items for which no specific space is provided in the bid form furnished by the awarding authority, but this sentences shall not be applicable to any failure to furnish prices or information required by Section 4b-95 of the General Statutes of Connecticut, as revised, to be furnished in the bid form provided by the awarding authority.
- C. Bids shall be submitted on the prepared forms furnished for the specific project. In no event will changes in bids made by telephone, telegraph, facsimile or other communication technology be considered. Any bid showing any omission, alteration of form, additions not called for, and any conditional bids, alternative bids or bids showing irregularities of any kind will be rejected A complete bid package shall consist of the following, fully completed:
  - 1. Proposal Form (refer to Part I.A, Page PF-1).
  - 2. Bid Security (refer to Pages BB-1, IB-2, NB-2, and PF-7).
  - 3. Statement of Bidder's Qualifications (refer to Pages BQ-1 through BQ-4 and paragraph 4 on Page NB-3).
  - 4. CT CHRO Contract Compliance Regulations and Notification to Bidders (Rev. 9/17/09) – Bidder Contract Compliance Monitoring Report forms (refer to Part I.B).
  - 5. CT OPM Ethics Form 6 (Rev. 10/1/11), Affirmation of Receipt of State Ethics Laws Summary (refer to Part I.B).
  - 6. SEEC Form 10 (Per Public Act 07-1)

7. State of Connecticut Labor Department Form E.O. 3-1, "Employer Report of Compliance Staffing" (refer to Part I.B and Page IB-2 regarding implementation of Executive Order Number Three.
- D. The Department of Energy and Environmental Protection (DEEP) will receive bids electronically through the Department of Administrative Services (DAS) web page until **10:59 am** on the bid opening date as specified in the Invitation To Bid (IB-1 and IB-2). Bids will not be accepted in person or by mail. Bids received by DEEP/DAS after 10:59 am on the bid opening date will not be accepted. It is each bidder's responsibility to insure that their bid package is received on time and at the identified location. Any bid received after the scheduled closing time for the receipt of bids will not be opened or reviewed by DEEP.
  - E. Any bid, once deposited with the Department of Energy & Environmental Protection, may only be withdrawn by letter of request, signed by the depositing Bidder and presented to the Commissioner prior to the time of opening of any bid for the project in question. Under Paragraph 3A of the Proposal Form (refer to Page PF-2), the Contractor agrees to hold the Bid for one hundred twenty (120) days after the opening date
  - F. The Commissioner of the Department of Energy & Environmental Protection reserves the right to waive technical defects in the bids, to reject any bids which do not conform to the terms and conditions described herein, to accept or reject any part of any bid and to reject all bids and again invite bids.
  - G. The award of the Contract to a Bidder will be contingent upon determination by the Connecticut Department of Energy & Environmental Protection and the Connecticut Commission on Human Rights and Opportunities that the Bidder is in compliance with Sections 4a-60 and 4a-60a of the Connecticut General Statutes ("C.G.S.") and Section 46a-68j-23 of the Regulations of Connecticut State Agencies ("R.C.S.A.") 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. Upon notification of a Bidder by said Department of Energy & Environmental Protection as the lowest responsible bidder, said determination of compliance may require an Affirmative Action Plan as required under C.G.S. Sections 46a-68c and - 68d, and R.C.S.A. Section 46a-68j-27(1).

## 2. BID SECURITY

Each bid must be accompanied by a Bid Bond, in the form required and provided by the Department of Energy & Environmental Protection and having as surety thereto such surety company or companies as are authorized to do business in the State of Connecticut, and for an amount not less than 10 per cent of the Total Bid Amount. Bid Bonds submitted by bidders and received by the Department of Energy & Environmental Protection shall be void upon execution of the Contract by the State of Connecticut.

### 3. FORFEIT OF BID SECURITY

Failure of the successful bidder to execute a contract awarded as specified and bid shall result in the forfeiture of the Bid Bond.

### 4. CONTRACTOR'S QUALIFICATIONS

- A. All Bidders shall file with their bids a Statement of Bidder's Qualifications on the provided form.
- B. When evaluating a Contractor's qualifications, as per Section 4b-92 and 4b-94 of the Connecticut General Statutes, the Department shall evaluate: the skill, ability and integrity of the Contractor in terms of the Contractor's ability to fulfill the Contract obligations; and the Contractor's experience or lack of experience and the Commissioner reserves the right to reject any or all such Contractors that are deemed not qualified to perform the Work under this Contract.
- C. Bidders must be able to demonstrate recent successful experience with the type of work described in this bid package. Bidders must also list the specific personnel possessing that experience and their intent to employ these same personnel for this project. This information is required in the Statement of Bidders Qualifications section, pages BQ-1 through BQ-4. The Department reserves the right to reject any bidders who lack recent experience with the type of work required for this project

### 5. ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the Plans, Technical Specifications or other Contract Documents will be made orally to any Bidder. Every request for such interpretation should be in writing and sent via e-mail to Dan Biron ([dan.biron@ct.gov](mailto:dan.biron@ct.gov)) at the Department of Energy and Environmental Protection (cc: [jbrochu@macchiengineers.com](mailto:jbrochu@macchiengineers.com)) and, to be given consideration, must be received by **4:00 pm, Thursday, March 18, 2021**. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Contract Documents which, if issued, will be posted on the State of Connecticut's Department of Administrative Services' website: <https://portal.ct.gov/das/ctsource/ctsource> not later **4:00 pm, Thursday, March 25, 2021**. Failure of any Bidder to receive any such Addenda or interpretation shall not release the Bidder from any obligations under its bid as submitted, provided notice has been sent to the e-mail address furnished by such prospective bidder for the transmittal of notices, addenda and interpretations.

### 6. SECURITY FOR FAITHFUL PERFORMANCE

- A. Performance Bond (for bids over \$25,000.00): Concurrent with the signing of the Contract by the successful Bidder, the successful Bidder shall submit an executed Performance Bond, prepared on the form of Performance Bond provided by the Department of Energy & Environmental Protection, in the amount of 100 percent of the Total Bid Amount,

conditioned upon the faithful performance of the Contract, and having as surety thereto such Surety Company or Companies as are authorized to transact business in the State of Connecticut. Any such Bond furnished shall have as principal the name of the successful Bidder.

- B. Labor and Material Bond (for bids over \$25,000.00): At this same time, the successful Bidder shall submit an executed Labor and Material Bond, prepared on the form of Labor and Material Bond provided by the Department of Energy & Environmental Protection, in the amount of 100 percent of the Total Bid Amount which shall be binding upon the award of the Contract to such Bidder, and having as surety thereto such surety company or companies as are authorized to transact business in the State of Connecticut, for the protection of persons supplying labor or materials in the prosecution of the work provided for in the Contract for use of each such person. Any such Bond furnished shall have as principal the name of the successful bidder. This Bond is to be furnished pursuant to Section 49-41 of the General Statutes of Connecticut, as revised.

**The following Sections of the General Statutes of Connecticut, as revised, are inserted as information concerning this Bond.**

**Sec. 49-41a. Enforcement of payment by general contractor to subcontractor and by subcontractor to his subcontractors.** (a) When any public work is awarded by a contract for which a payment bond is required by Section 49-41, the contract for the public work shall contain the following provisions: (1) A requirement that the general contractor, within thirty days after payment to the contractor by the State or a municipality, pay any amounts due any subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the contractor and paid by the State or a municipality; (2) a requirement that the general contractor shall include in each of its subcontracts a provision requiring each 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.

(b) If payment is not made by the general contractor or any of its subcontractors in accordance with such requirements, the subcontractor shall set forth his claim against the general contractor and the subcontractor of a subcontractor shall set forth its claim against the subcontractor through notice by registered or certified mail. Ten days after the receipt of that notice, the general contractor shall be liable to its subcontractor, and the subcontractor shall be liable to its subcontractor, for interest on the amount due and owing at the rate of one per cent per month. In addition, the general contractor, upon written demand of its subcontractor, or the subcontractor, upon written demand of its subcontractor, shall be required to place funds in the amount of the claim, plus interest of one per cent, in an interest-bearing escrow account in a bank in this State, provided the general contractor or subcontractor may refuse to place funds in escrow on the grounds that the subcontractor has not substantially performed the work according to the terms of his or its employment. In the event that such general contractor or subcontractor refuses to place such funds in escrow, and the party making a claim against it under this section is found to have substantially performed its work in accordance with the terms of its employment in any arbitration or litigation to determine the validity of such claim, then such general contractor or subcontractor shall pay the attorney's fees of such party.

(c) No payment may be withheld from a subcontractor for work performed because of a dispute between the general contractor and another contractor or subcontractor.

(d) This section shall not be construed to prohibit progress payments prior to final payment of the contract and is applicable to all subcontractors for material or labor whether they have contracted directly with the general contractor or with some other subcontractor on the work."

**Sec. 49-42. Enforcement of right to payment on bond. Suit on bond, procedure and judgment.**

(a) Every person who has furnished labor or material in the prosecution of the work provided for in such contract in respect of which a payment bond is furnished under the provisions of Section 49-41 and who has not been paid in full therefor before the expiration of a period of ninety days after the day on which the last of the labor was done or performed by him or material was furnished or supplied by him for which the claim is made, may enforce his right to payment under the bond by serving a notice of claim within one hundred eighty days after the date on which he performed the last of the labor or furnished the last of the material for which the claim is made, on the surety that issued the bond and a copy of the notice on the contractor named as principle in the bond. The notice of claim shall state with substantial accuracy the amount claimed, the name of the party for whom the labor was performed or to whom the materials were furnished and shall provide a detailed description of the bonded public project for which the labor or materials were provided. Within ninety days after service of the notice of claim, the surety shall make payment under the bond and satisfy the claim, or any portion of the claim which is not subject to a good faith dispute, and shall serve a notice on the claimant denying liability for any unpaid portion of the claim. The notices required under this section shall be served by registered or certified mail, postage prepaid in envelopes addressed to any office at which the surety, principal or claimant conducts his business, or in any manner in which civil process may be served. If the surety denies liability on the claim, or any portion thereof, the claimant may bring action upon the payment bond in the superior court for such sums and prosecute the action to final execution and judgment. An action to recover on a payment bond under this section shall be privileged with respect to assignment for trial. The court shall not consolidate for trial any action brought under this section with any other action brought on the same bond unless the court finds that a substantial portion of the evidence to be adduced, other than the fact that the claims sought to be consolidated arise under the same general contract, is common to such actions and that consolidation will not result in excessive delays to any claimant whose action was instituted at a time significantly prior to the motion to consolidate. In any such proceeding, the court judgment shall award the prevailing party the costs for bringing such proceeding and allow interest at the rate of interest specified in the labor or materials contract under which the claim arises or, if no such interest rate is specified, at the rate of interest as provided in section 37-3a upon the amount recovered, computed from the date of service of the notice of claim, provide, for any portion of the claim which the court finds was due and payable after the date of service of the notice of claim, such interest shall be computed from the date such portion became due and payable. The court judgment may award reasonable attorney's fees to either party if upon reviewing the entire record, it appears that the original claim, the surety's denial of liability, or the defense interposed to the claim is without substantial basis in fact or law.

Any person having direct contractual relationship with a subcontractor but no contractual relationship express or implied with the contractor furnishing the payment bond shall have a right of action upon the payment bond upon giving written notice of claim as provided in this section.

(b) Every suit instituted under this section shall be brought in the name of the person suing, in the superior court for the judicial district where the contract was to be performed, irrespective of the amount in controversy in the suit, but no such suit may be commenced after the



expiration of one year after the day on which the last of the labor was performed or material was supplied by the claimant.

(c) The word "material" as used in sections 49-41 to 49-43, inclusive, includes the rental of equipment used in the prosecution of work provided for in the contract."

## 7. CONNECTICUT SALES AND USE TAXES

- A. All contractors shall familiarize themselves with the current statutes and regulations of the Department of Revenue Services. The tax on materials or supplies exempted by such statutes and regulations shall not be included as part of a bid.
- B. Nonresident contractors must comply with the provisions of Connecticut General Statutes Section 12-430(7), Bond requirements for nonresident contractors, and the regulations established pursuant to that section.

## 8. PERCENTAGE OF WORK TO BE COMPLETED BY THE CONTRACTOR

The bidder must perform at least 70% of the Work with its own forces. At the time of Contract signing, the apparent low Bidder shall submit a letter certifying the percentage of the Work to be completed by its own forces and stating the portions of the Work by division or portion of the Technical Specifications and the estimated value thereof.

This project is also subject to the State's Contractor & Minority Business Set-Aside Program Goals of 25% Small Business Enterprise (SBE) and 6.25% Minority Business Enterprise (MBE) based on the entire amount of the Contract. The selected Contractor is therefore encouraged to solicit bids from subcontractors and/or vendors who are currently certified by the State through its Department of Administrative Services, Supplier Diversity Program, as MBE's which are SBE's with at least 51% ownership by one or more persons who are American Indian, Asian, Black, Hispanic, have origins in the Iberian Peninsula, women or disabled.

## 9. SUBCONTRACTORS

At the time of Contract Signing, the apparent low Bidder shall furnish the names and addresses of responsible and qualified Subcontractors who will perform Work on the Contract. The list shall show the Work to be performed by each Subcontractor by the division or portion of the Technical Specifications and the estimated value thereof.

## 10. CONTRACT TIME

- A. The Contract Time is the number of calendar days allowed for the execution and completion of the Contract. Calendar days shall mean consecutive days in order including Saturdays, Sundays and Legal Holidays. The time allowed for the Work to be done on a project will be computed on the basis of calendar days, but actual work shall not be performed on Saturdays, Sundays or Legal Holidays except by written direction or consent of the Department of Energy & Environmental Protection.

- B. All Work under this Contract shall be completed within 365 calendar days after Notice to Proceed.

11. UNION LABOR

Attention is called to the fact that there may be construction work now being carried on at the site at which this construction is contemplated being done by union labor. This fact must be kept in mind by all bidders.

12. PREVAILING WAGE

Bidders should note that the State of Connecticut Labor Department prevailing wage rates will apply to this project as required under Articles 20 and 21 of the General Conditions. (Part III.A, Pages CG-13 and CG-14)

13. QUANTITY OF WORK

- A. Bidders must satisfy themselves by personal examination of the site of the work and the plans relating thereto; and form their own judgments of the quantities and character of the Work to be done, and make their bids accordingly.
- B. No claims on account of the nature of the Work, the amount of the Work to be done or the site where the Work is to be executed will be considered or allowed by the State, except for Unit Price items stated in the Bid Proposal.

14. QUALITY OF WORK

- A. The selected Contractor shall be responsible for constructing and performing, and maintaining quality control, over all Work as required under Articles 2 through 8 and 14 of the Project General Conditions (Ref. Pages CG-6 through CG-8, and CG-10, of the Contract Documents).
- B. The selected Contractor shall also be subject to evaluation by the DEEP Inland Water Resources Division at the conclusion of the Project. The form (Personal Service Contractor Evaluation, OPM Form/Rev. 02-17-09) to be used for this purpose as designated by the DEEP Commissioner, is included in the Contract Documents.

15. EXECUTIVE ORDERS NO. THREE, SEVENTEEN, SIXTEEN AND 7C:

Bidders are advised that the Contract for this project shall be subject to:

- A. Executive Order No. Three regarding nondiscrimination, promulgated June 16, 1971, and to the Guidelines and Rules of the State Labor Commissioner implementing said Executive Order.
- B. Executive Order No. Seventeen, promulgated February 15, 1973, requiring contractors and

subcontractors to list employment openings with the Connecticut State Employment Service.

- C. Executive Order No. Sixteen, promulgated August 4, 1999, regarding violence in the workplace.
- D. Executive Order No. 7C promulgated July 13, 2006 regarding contracting reforms.

Said documents are hereby incorporated herein and made a part hereof as though fully set forth herein. Bidders may review these executive orders on the Governor's website [www.ct.gov/governor](http://www.ct.gov/governor), (click on the "**Press Room**" link, and then click on "**Executive Orders**").

## PROPOSAL FORM

### STATE OF CONNECTICUT DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION

Date \_\_\_\_\_

PROPOSAL OF \_\_\_\_\_  
(Bidder's Name)

\_\_\_\_\_  
(Bidder's Address)

State of Connecticut  
Department of Energy & Environmental Protection  
Bureau of Water Protection and Land Reuse  
Water Planning and Management Division  
79 Elm Street, 2<sup>nd</sup> Floor  
Hartford, Connecticut 06106-5127

Dear Sir:

1. Pursuant to, and in compliance with your Invitation to Bid for the **Repairs to Pachaug Pond Dam, Griswold, CT**, the Notice to Bidders, the Contract, including the conditions thereto, and the Bid Security, (I/we) propose to furnish the labor and/or materials, installed as required for the project named and numbered in paragraph 4 of this Proposal, submitted herein, furnishing all necessary equipment, machinery, tools, labor and other means of construction, and all materials specified in the manner and at the time prescribed strictly in accordance with the provisions of the Contract, including, but not limited to, the Specifications and/or Plans together with all addenda issued by your authority and received prior to the scheduled closing time for the receipt of the bids, and in conformity with requirements of the Awarding Authority and any laws or Departmental regulations of the State of Connecticut or of the United States which may affect the same, for and in consideration of the price(s) stated in paragraph 4.C. of this Proposal.
2. The Total Bid Price in paragraph 4.C. of this Proposal includes all work indicated on the Plans and/or described in these Specifications, and is based on the Unit Price Bids as shown.

(I/We) will complete the work of this Project for the Total Bid Price, as may be adjusted for actual quantities of unit bid price items, as listed in paragraph 4 of this Proposal.

(I/We) understand, that (I/we) must complete the Bid by filling out all blanks, unit prices and computed totals for all unit price items and list the Total Bid Price both in figures and words.

3. In submitting this Bid, (I/we) agree:
  - A. To hold (my/our) Bid open for 120 days after the actual Bid Opening date.
  - B. To accept the provisions of the Notice to Bidders regarding disposition of the Bid Security.
  - C. To enter into and execute a Contract, if awarded, on the basis of this Bid and to provide the required Performance Bond and Labor and Material Bond for the work in accordance with the Notice to Bidders.
  - D. To complete the work in accordance with the Contract Documents.
  - E. To complete the work within the Contract Time of 365 calendar days.
4. PROPOSAL AND OTHER PROJECT DATA
  - A. The undersigned proposes to furnish all labor and materials required to complete:

**Repairs to Pachaug Pond Dam  
Griswold, CT**

- in accordance with Plans and Technical Specifications prepared by Macchi Engineers, LLC, and subject to and in compliance with the foregoing and following conditions and information set forth and contained in the Contract Documents. Specifically, the Bidder acknowledges that only those Unit Price items as are listed in this Proposal, exclusive of extra work, will be measured for payment. Contractors will be paid only for actual Work performed as measured in accordance with the Contract Documents.
- B. This Bid includes all Addenda issued as of the bid due date set forth in the Invitation to Bid (refer to Page IB-1).
  - C. This Bid was determined as follows:

## PROJECT DATA SHEET - BID LIST

PACHAUG POND DAM REPAIR

GRISWOLD, CONNECTICUT

Spec. Section	ITEM	Unit	Quantity	Price	Amount
01000	GENERAL REQUIREMENTS				
	1. Mobilization	L.S.	1		
	2. Field Engineering	L.S.	1		
	3. Construction Photographs	L.S.	1		
	4. Field Offices	Month	12		
	5. Temporary Utilities	Month	12		
	6. Demobilization	L.S.	1		
	7. Diver Services	Days	1		
	8. Project Sign	L.S.	1		
	9. All Other Items, Section 01000	L.S.	1		
01800	ENVIRONMENTAL COMPLIANCE				
	1. Exclusionary Fencing	L.F.	250		
	2. Herpetologist	L.S.	1		
02050	FIELD OFFICE SECURITY SYSTEM	L.S.	1		
02100	CLEARING AND GRUBBING				
	1. Clearing and Grubbing	L.S.	1		
	2. Clearing (No Grubbing)	L.S.	1		
02140	EROSION & SEDIMENTATION CONTROL				
	1. Silt Fence	L.F.	1000		
	2. Temporary Turf Establishment	S.Y.	4,100		
	3. All Other Items, Section 02140	L.S.	1		
02150	COFFERDAM				
	1. Phase 1 Cofferdam	L.S.	1		
	2. Phase 2 Cofferdam	L.S.	1		
	3. Phase 3 Cofferdam	L.S.	1		
02170	DRAINAGE SYSTEM				
	1. PVC Underdrains & Risers	L.F.	125		
02180	WATER CONTROL	L.S.	1		
02200	DEMOLITION				
	1. Demolition	L.S.	1		
	2. Filling Gate House Structure	L.S.	1		
02250	MAINTENANCE & PROTECTION OF TRAFFIC	L.S.	1		
02300	EARTHWORK				
	1. Topsoil	S.Y.	6,000		
	2. Turf Establishment	S.Y.	6,000		
	3. Processed Stone	Ton	250		
	4. Crushed Stone	Ton	80		
	5. Processed Aggregate Base	Ton	70		
	6. Boulder Vehicle Barrier	L.F.	85		
	7. Random Fill Material	L.S.	1		
	8. Pervious & Structural Backfill	C.Y.	1,300		
	9. Gravel Fill	C.Y.	1,000		
	10. Excav. & Replace Unsuitable Material	C.Y.	500		
	11. Impervious Fill	C.Y.	100		
	12. All Other Items, Section 02300	L.S.	1		

## PROJECT DATA SHEET - BID LIST

PACHAUG POND DAM REPAIR  
GRISWOLD, CONNECTICUT

Spec. Section	ITEM	Unit	Quantity	Price	Amount
02340	ROCK EXCAVATION & ROCK FILL				
	1. Rock Excavation	C.Y.	30		
	2. Rock Fill	C.Y.	225		
02400	RIPRAP				
	1. Filter Fabric	S.Y.	2,300		
	2. 3/4" Bedding Material	Tons	500		
	3. Standard Riprap	C.Y.	1,600		
	4. Modified Riprap	Tons	220		
02455	TIMBER PILES				
	1. Timber Piles	L.F.	1,300		
02500	SITE ACCESS & PROTECTION				
	1. Construction Safety Fence	L.F.	450		
	2. All other items, Section 02500	L.S.	1		
02511	BITUMINOUS CONCRETE				
	1. 2-Course Bituminous Patch	S.F.	500		
	2. 1-Course Bituminous Sidewalk	S.F.	1,100		
02600	CHAIN LINK FENCE				
	1. 5'-0" PVC Wall Mounted Chain Link	L.F.	180		
	2. 5'-0" PVC Chain Link	L.F.	80		
	3. 4'-0" PVC Wall Mounted Chain Link	L.F.	115		
	3. 4' high x 12' Double Swing Gate	L.S.	1		
02700	SITE PIPING				
	1. 48" Ductile Iron Piping	L.F.	145		
	2. Fire Pumper Intake Line	L.S.	1		
03200	REINFORCING STEEL				
	1. Drilling & Grouting of Anchors	L.F.	130		
03300	CONCRETE				
	1. 4,000 # Reinforced Concrete	C.Y.	725		
	2. 4,000 # Plain Concrete	C.Y.	400		
	3. 3,000 # Reinforced Concrete	C.Y.	45		
	4. 3,000 # Plain Concrete	C.Y.	50		
	5. Underpinning	C.Y.	25		
03350	CONCRETE & MASONRY REPAIRS				
	1. Stone Training Wall Repointing	S.F.	150		
	2. Concrete Spall Repair	S.F.	5		
	3. Epoxy Injection Crack Repairs	L.F.	50		
	4. Spillway Stone Masonry Repairs	L.S.	1		
03400	PRECAST CONCRETE				
	1. Precast Concrete Panels	S.F.	880		
03500	CELLULAR CONCRETE BLOCK				
	1. Cellular Concrete Block System	S.F.	26,500		
	2. Filter Fabric	S.Y.	2,950		
	3. Geogrid	S.Y.	2,950		
	4. Drainage Layer	Tons	500		
05200	DRAWDOWN SYSTEM	L.S.	1		

## PROJECT DATA SHEET - BID LIST

PACHAUG POND DAM REPAIR  
GRISWOLD, CONNECTICUT

Spec. Section	ITEM	Unit	Quantity	Price	Amount
05600	MISCELLANEOUS METALS				
	1. Guideway Rail System	L.S.	1		
	2. Barway Gates	Ea.	1		
	3. Trash Racks and Frames	L.S.	1		
	4. Bar Grating	S.F.	124		
	5. Prefabricated Ladders	L.S.	1		
	6. Handicapped Parking Signage	L.S.	1		
	7. Bollards	Ea.	3		
	8. All Other Items, Section 05600	L.S.	1		
05650	ALUMINUM STOP LOGS				
	1. Aluminum Stop Logs	L.S.	1		
	2. Portable Tripod	L.S.	1		
06100	TIMBER BOARDWALK	L.S.	1		
13000	ADD ALTERNATE	L.S.	1		
TOTAL CONSTRUCTION BID ESTIMATE					
<p>Total Bid Price in Words: _____</p> <p>_____</p> <p>_____</p>					



AWARD - I/we acknowledge the following:

- i) All proposals shall be subject to provisions of Paragraph 1 of the Notice to Bidders and for the purpose of award; consideration will be given only to Proposals submitted by qualified and responsible bidders.
- ii) The Award will be made on the basis of the lowest responsive Total Bid Price, provided funds are available.
- iii) In the event of any discrepancy between the amount written in words and the amount written in numerical figures, the amount written in words will be controlling.
- iv) That award of the Contract to a Bidder will be contingent upon determination by the Connecticut Department of Energy & Environmental Protection and the Connecticut Commission on Human Rights and Opportunities that the Bidder is in compliance with Sections 4a-60 and 4a-60a of the Connecticut General Statutes ("C.G.S.") and Section 46a-68j-23 of the Regulations of Connecticut State Agencies ("R.C.S.A.") 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. Upon notification of a Bidder by said Department of Energy & Environmental Protection as the lowest responsible bidder, said determination of compliance may require the successful completion of an Affirmative Action Plan as required under C.G.S. Sections 46a-68c and -68d, and R.C.S.A. Section 46a-68j-27(1).

E. CONTRACT SCHEDULE AND LIQUIDATED DAMAGES

All work under this Contract will be completed within 365 calendar days after Notice to Proceed. If the project completion is delayed, liquidated damages will be assessed at the rate of one thousand five hundred dollars (\$1,500.00) per calendar day thereafter.

F. CONTRACTOR'S INSURANCE REQUIRED

- i) The limits of liability for the insurance required for this project shall be those listed in Article 16 of the General Conditions.
- ii) Special Hazards Insurance is Required.

G. STATEMENT OF BIDDER'S QUALIFICATIONS

Refer to Paragraph 7 of the Notice to Bidders relative to the submitting of Statement of Bidder's Qualifications.

When evaluating a Contractor's qualifications, as per Section 4b-92 and 4b-94 of the Connecticut General Statutes, the Commissioner shall evaluate: the skill, ability and integrity of the Contractor in terms of the Contractor's ability to fulfill the Contract obligations; and the Contractor's experience or lack of experience and the Commissioner

reserves the right to reject any or all such Contractors that he deems are not qualified to perform the work under this Contract.

H. NONDISCRIMINATION LABOR RECRUITMENT

(I/We) agree that the Contract awarded for this project shall be subject to Executive Orders No. Three and Seventeen, promulgated June 16, 1971 and February 15, 1973, respectively, and to currently applicable State of Connecticut guidelines and requirements for implementation.

I. VIOLENCE IN THE WORKPLACE

(I/We) agree that the Contract awarded for this project shall be subject to Executive Order No. Sixteen, promulgated August 4, 1999, regarding violence in the workplace.

J. CONTRACTING REFORMS

(I/We) agree that the Contract awarded for this project shall be subject to Executive Order No. 7C, promulgated July 13, 2006, regarding contracting reforms.

5. ACCOMPANYING THIS PROPOSAL IS

A STANDARD BID BOND having as surety thereto a Surety Company or Companies authorized to transact business in the State of Connecticut and made out in the penal sum of:

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

6. (I/We), the undersigned, hereby declare that (I am/we are) the only person(s) interested in the Proposal; that it is made without any connection with any other person making any bid for the same work; that no person acting for, or employed by, the State of Connecticut is directly or indirectly interested in this proposal, or in any contract which may be made under it, or in expected profits to arise therefrom; that this Proposal is made without directly or indirectly influencing or attempting to influence any other person or corporation to bid or to refrain from bidding or to influence the amount of the bid of any other person or corporation; that this Proposal is made in good faith without collusion or connection with any other person bidding for the same work; and this Proposal is made with distinct reference and relation to the Plans and Specifications prepared for this Contract.

7. (I/We) further declare that in regard to the conditions affecting the work to be done and the labor and materials needed, this Proposal is based solely on (my/our) own investigation and research and not in reliance upon any representations of any employee, officer or agent of the State.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_

Project: **Repairs to Pachaug Pond Dam**  
**Griswold, CT**

Firm Name: \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City) (State) (Zip) (Phone)

BY: \_\_\_\_\_ (L.S.) \_\_\_\_\_  
Duly Authorized (Title)

(Corp. Seal)

To be filled in and  
signed by the  
Bidder

## STANDARD BID BOND

### STATE OF CONNECTICUT DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION

KNOW ALL BY THESE PRESENTS, That we, \_\_\_\_\_,  
hereinafter called the Principal, of \_\_\_\_\_, as  
Principal, and \_\_\_\_\_, hereinafter,  
called the Surety, a corporation organized and existing under the laws of the State of \_\_\_\_\_,  
and duly authorized to transact a surety business in the State of Connecticut, as Surety, are held and  
firmly bound unto the State of Connecticut, as Obligee, in the penal sum of ten (10) per cent of the  
amount of the bid set forth in a proposal hereinafter mentioned,

\_\_\_\_\_,  
lawful money of the United State of America, for the payment of which, well and truly to be made to  
the Obligee, the Principal and the Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or  
is about to submit a proposal to the Obligee related to construction of the project entitled:

#### **Repairs to Pachaug Pond Dam Griswold, CT**

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within  
such time as may be specified, enter into the said Contract in writing with the State of Connecticut  
and give the required bonds, with surety acceptable to the Obligee, or if the Principal shall fail to do  
so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not  
exceeding the penalty of this bond, then this obligation shall be void, otherwise to remain in full force  
and effect.

SIGNED, SEALED AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Surety Name

\_\_\_\_\_  
Principal's Signature

by \_\_\_\_\_  
Attorney in Fact Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

## STATEMENT OF BIDDER'S QUALIFICATIONS

### STATE OF CONNECTICUT DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION

Bidder's name \_\_\_\_\_

Bidder's address \_\_\_\_\_

When organized? \_\_\_\_\_

How many years have you been engaged in the contracting business under present firm name? \_\_\_\_\_

Financial statement (attach separate statement hereto if space is inadequate) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Credit available for this Contract \_\_\_\_\_

Contracts now in hand (gross amount) \_\_\_\_\_

Personnel of organization \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Have you ever refused to sign a contract at your original bid? \_\_\_\_\_

Have you ever defaulted on a contract? \_\_\_\_\_

Have you contracted with the Department of Energy & Environmental Protection before?

\_\_\_\_\_

Please complete the references page following.

References - List three projects, similar in size and scope to this one that were successfully completed by your firm as the principal contractor, that involved work on dams, water control, earthwork, and concrete placement.

(1) Project: \_\_\_\_\_

Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Year Completed: \_\_\_\_\_

Owner Contact Person & Phone No: \_\_\_\_\_

List names of Personnel with significant responsible experience with the project:

1. Principal Superintendent: \_\_\_\_\_ Available to oversee this contract? \_\_\_\_\_

2. Other: \_\_\_\_\_ Position: \_\_\_\_\_ Available for this contract? \_\_\_\_\_

3. Other: \_\_\_\_\_ Position: \_\_\_\_\_ Available for this contract? \_\_\_\_\_

(2) Project: \_\_\_\_\_

Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Year Built: \_\_\_\_\_

Owner Contact Person & Phone No: \_\_\_\_\_

List names of Personnel with significant responsible experience with the project:

1. Principal Superintendent: \_\_\_\_\_ Available to oversee this contract? \_\_\_\_\_

2. Other: \_\_\_\_\_ Position: \_\_\_\_\_ Available for this contract? \_\_\_\_\_

3. Other: \_\_\_\_\_ Position: \_\_\_\_\_ Available for this contract? \_\_\_\_\_

(3) Project: \_\_\_\_\_

Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Year Built: \_\_\_\_\_

Owner Contact Person & Phone No: \_\_\_\_\_

List names of Personnel with significant responsible experience with the project:

1. Principal Superintendent: \_\_\_\_\_ Available to oversee this contract? \_\_\_\_\_

2. Other: \_\_\_\_\_ Position: \_\_\_\_\_ Available for this contract? \_\_\_\_\_

3. Other: \_\_\_\_\_ Position: \_\_\_\_\_ Available for this contract? \_\_\_\_\_

Additional information regarding your qualifications for this work:

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This image shows a single page of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins or other markings visible.

The Commissioner of the Department of Energy & Environmental Protection will review Bidder's qualifications and determine if the Bidder:

- a. Has adequate financial resources, or the ability to secure such resources
- b. Has the necessary experience, organization, technical qualifications, and has, or can acquire, the necessary equipment to perform the proposed contract.
- c. Is able to comply with the required performance schedule or completion date, taking into account all existing commitments
- d. Has satisfactory record of performance, integrity, judgement, and skills
- e. Has adequate experience in performing dam construction, flood control, water related and/or water control projects
- f. Has employed adequate sediment and erosion control methods on previous projects

**The Bidder agrees that the Commissioner of the Department of Energy & Environmental Protection has the right to reject any bid if the Commissioner believes it would not be in the best interest of the project to make an award to that Bidder. The Bidder also agrees that the Commissioner's decision is final.**

The above statement must be subscribed and sworn to before a Notary Public.

By \_\_\_\_\_ Date \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

ss \_\_\_\_\_

The foregoing instrument was acknowledged before me

on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:



**SECTION I.B. STATE OF CONNECTICUT CONTRACT COMPLIANCE ITEMS –  
BIDDING**

- CHRO Contract Compliance Regulations and Notification to Bidders (5 pages)
- OPM Ethics Form 6 and 2019 Code of Ethics Guide (16 pages)
- DOL Form E.O. 3-1, Article X of Executive Order Number Three, Guidelines and Rules (6 pages)
- OPM Iran Certification Form 7 (1 page)

NOTE: All forms associated with these items must be completed by Bidders and submitted with bids.

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**  
**CONTRACT COMPLIANCE REGULATIONS**  
**NOTIFICATION TO BIDDERS**

(Revised 09/17/07)

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.

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**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 ten 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>
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## 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)	- DAS Certification Number _____

### 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)
-------------	---------	---------------	-------------



## STATE OF CONNECTICUT

### AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

*Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq*

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#### INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

#### CHECK ONE:

- ☐ I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- ☐ I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- ☐ I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
- ☐ I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

#### IMPORTANT NOTE:

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

#### AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws\* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

\* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website.

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Signature

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Date

---

Printed Name

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Title

---

Firm or Corporation (if applicable)

---

Street Address

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City

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State

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Zip

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Awarding State Agency





## State Contractors Guide to the Code of Ethics

### Contact Us



**Agency Address:** Connecticut Office of State Ethics  
18-20 Trinity Street  
Suite 205  
Hartford, CT 06106

**Telephone:** 860-263-2400

**Facsimile:** 860-263-2402

**Website:** [www.ct.gov/ethics](http://www.ct.gov/ethics)

**Business Hours:** 8:00 am to 5:00 pm

**Visitors must enter the building through the door next to the Bushnell Memorial Theater.**

**Specific E-mail Contacts:** For the timeliest responses, please be sure to direct your questions to the appropriate e-mail address; for example, with a question such as, "Can I accept this outside position with a vendor?" please be sure to send your query to [ethics.code@ct.gov](mailto:ethics.code@ct.gov)

- |  |  |
|--|--|
| ➤ Legal Advice Regarding Code of Ethics      | <a href="mailto:ethics.code@ct.gov">ethics.code@ct.gov</a>               |
| ➤ Lobbyist Filing/Reporting Questions        | <a href="mailto:lobbyist.ose@ct.gov">lobbyist.ose@ct.gov</a>             |
| ➤ Public Official Filing/Reporting Questions | <a href="mailto:sfi.ose@ct.gov">sfi.ose@ct.gov</a>                       |
| ➤ Enforcement/Filing a Complaint             | <a href="mailto:ethics.enforcement@ct.gov">ethics.enforcement@ct.gov</a> |
| ➤ All Other Inquiries                        | <a href="mailto:ose@ct.gov">ose@ct.gov</a>                               |

[Staff Phone Number Listing](#)

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### OFFICE OF STATE ETHICS

Created on July 1, 2005, under Public Act [05-183](#), the Office of State Ethics (“OSE”) is an independent regulatory agency charged with administering and enforcing the Connecticut Codes of Ethics (“Ethics Codes”), which are found in Chapter 10 of the Connecticut General Statutes.

The OSE’s duties include educating all those covered by the Ethics Codes; interpreting and applying the Ethics Codes; investigating violations of, and otherwise enforcing, the Ethics Codes; and providing information to the public.

The OSE’s jurisdiction:

<b>Part I</b>	Code of Ethics for Public Officials General Statutes <a href="#">§§ 1-79</a> to <a href="#">1-90a</a>
<b>Part II</b>	Code of Ethics for Lobbyists General Statutes <a href="#">§§ 1-91</a> to <a href="#">1-101a</a>
<b>Part III</b>	Lobbying: Miscellaneous Provisions General Statutes <a href="#">§§ 1-101aa</a> and <a href="#">1-101bb</a>
<b>Part IV</b>	Ethical Considerations Concerning Bidding and State Contracts General Statutes <a href="#">§§ 1-101mm</a> to <a href="#">1-101rr</a>

The OSE Executive Director has overall responsibility for the welfare and effectiveness of the OSE, which has three divisions, the legal division, the enforcement division, and the administrative division.

The OSE’s governing body is the Citizen’s Ethics Advisory Board (“CEAB”), which has nine members appointed by the Governor and legislative leadership. The CEAB holds monthly meetings that are open to the public. A schedule of CEAB meeting dates, times, and locations is available at [www.ct.gov/ethics](http://www.ct.gov/ethics).

CEAB Members:

- Attend monthly CEAB meetings
- Appoint and evaluate the Executive Director of the OSE
- Issue advisory opinions to persons subject to the Ethics Codes
- Serve as a Hearing Officer for non-confidential hearings held under the Uniform Administrative Procedures Act, General Statutes § [4-166](#) *et. seq.*
- Attend hearings to determine if violations occurred and, if so, assess penalties
- Attend special meetings if necessary
- Oversee legislative agenda

### THE BIG PICTURE

Like state employees and officials, state contractors are subject to the Ethics Codes, but in a more limited manner. That is, they are not, as [Advisory Opinion No. 99-26](#) puts it, “subject to the far more restrictive provisions . . . that apply to state employees and public officials,” but they are subject to certain “narrow constraints.”

As you read through this guide, be aware that these restraints, and those that apply to state employees and officials, were enacted to prevent persons from using their public position or authority for their own financial benefit, or for the financial benefit of certain others (for example, family members).

Also be aware that each state agency has its own ethics policy, which may be more restrictive than what follows, particularly concerning the types of benefits a state employee or official may accept from state contractors (and others).

### CONFLICTS

The Ethics Codes contain two primary conflict statutes that apply specifically to state contractors: General Statutes [§§ 1-86e](#) and [1-101nn](#).

#### GENERAL STATUTES § 1-86e

Section [1-86e](#) applies to any “person hired by the state as a consultant or independent contractor.” Such persons may not do as follows:

- (1) Use the authority, or confidential information, provided under the contract to financially benefit the person, an employee, or an immediate family member;
- (2) Accept another state contract that would impair the person’s independence of judgment in performing the existing contract; or
- (3) Accept a bribe (that is, accept anything of value based on an understanding that the person’s actions on the state’s behalf would be influenced).

**Key points from [Advisory Opinion No. 99-26](#) concerning [§ 1-86e](#):**

- Section [1-86e](#) is not intended to interfere with a contractor’s business, but to prevent a private entity from using state money to, for example, hire immediate family members without appropriate state oversight.
- A conflict of interest exists only if there is a connection between the facts in question and the state money and authority granted to the independent contractor or consultant by contract.

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## State Contractors Guide to the Code of Ethics

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- The term “independent contractor” does not apply just to individuals, but also to private agencies that contract with the state.
- If a state contractor wants to hire a family member to work under a state contract, the following procedure must be followed:
  1. The contractor must notify the contracting state agency in writing and demonstrate why the individual is appropriate for the job.
  2. The state agency must determine if the person is qualified for the job and whether the compensation is market rate; and if necessary, it may require the contractor to document a job search.

**NOTE:** In an enforcement action, a former state contractor was alleged to have violated § [1-86e \(a\) \(1\)](#) by using confidential information gained under its contract with a state agency in its subsequent representation of clients before that agency. The contractor entered into a Consent Order with the OSE, agreeing to pay a \$10,000 penalty.

### GENERAL STATUTES § 1-101nn

**Subsection (a)** of § [1-101nn](#) applies to persons who are, or are seeking to be:

- (1) Prequalified under General Statutes § [4a-100](#);
- (2) A party to a large state construction or procurement contract, as defined in General Statutes § [1-101mm \(3\)](#), with a state or quasi-public agency; or
- (3) A party to a consultant services contract with a state or quasi-public agency.

Such persons may not do as follows:

- (A) Solicit information from state officials or employees that is not available to other bidders;
- (B) Defraud the state (that is, charge a state or quasi-public agency for work not performed or goods not provided);
- (C) Attempt to circumvent state competitive bidding and ethics laws; or
- (D) Provide information about the person’s donation of goods and services to state or quasi-public agencies in order to influence the award of a state contract.

**Subsection (b)** of § [1-101nn](#) applies to a more limited group: Any consultant that is hired by the state to *help plan a state contract*, and any “associated” businesses, as defined in General Statutes § [1-101mm \(1\)](#).

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## State Contractors Guide to the Code of Ethics

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Under § [1-101nn \(b\)](#) neither the consultant nor any “associated” businesses may serve in the following roles with respect to the contract the consultant helped to plan:

- Consultant to any person seeking to obtain the contract,
- Contractor for the contract, or
- Consultant or subcontractor to the person awarded the contract.

**NOTE:** *If you are unsure whether § [1-101nn](#) applies to you, please contact the OSE, because any person found to have violated this section may be deemed a “nonresponsible bidder” by a state or quasi-public agency. General Statutes § [1-101nn \(c\)](#).*

### ONE MORE CONFLICT RULE (of limited applicability)

General Statutes § [1-84 \(n\)](#) bars the State Treasurer from doing business with an investment services firm whose political committee or principals have contributed to, or solicited contributions for, her exploratory or candidate campaign committee.

The prohibition applies during the term of office for which the candidate is campaigning, as well as for the remainder of an incumbent treasurer’s term.

The prohibition applies only to contributions to the incumbent or victorious candidate for the office. [Advisory Opinion No. 2003-1](#).

### ARE YOU REQUIRED TO REGISTER AS A LOBBYIST?

With certain exceptions, efforts to obtain a state contract can be considered administrative lobbying, requiring registration as a client lobbyist.

#### Some Key Terms

**Client lobbyist:** Generally, an individual or entity that, on its own behalf, expends or agrees to expend \$3,000 or more in a calendar year for *administrative* and/or legislative lobbying and activities in furtherance of lobbying. General Statutes § [1-91 \(12\)](#).

**Lobbying:** Generally, communicating directly, or soliciting others to communicate, with any public official or his or her staff in the legislative or executive branch, or in a quasi-public agency, in an effort to influence legislative or *administrative action*. General Statutes § [1-91 \(11\)](#).

**Administrative action:** Any matter within a state or quasi-public agency’s jurisdiction—such as any action or nonaction concerning a contract. General Statutes § [1-91 \(1\)](#).

### Exceptions to Administrative Lobbying

The following activities are not considered administrative lobbying:

- Preparation of responses to an agency's request for proposals ("RFP"). OSE Regs. § [1-92-42a \(e\) \(1\)](#).
- Communications strictly for informational purposes (e.g., to determine what agency contract proposals will be forthcoming). OSE Regs. § [1-92-42a \(e\) \(3\)](#).
- Communications by a vendor's representative who acts as a *salesperson* and does not otherwise engage in administrative lobbying. General Statutes § [1-91 \(11\) \(B\)](#).
  - "Salespersons": Generally, individuals who have a set territory they routinely cover, and who are not part of a company's executive management. See [Advisory Opinion No. 95-11](#).

Thus, if your contact with state or quasi-public agencies is limited to responding to RFPs, or otherwise pursuing a contract through the **normal agency process**, then you are not required to register as a "client lobbyist."

But you are "lobbying" if you go **outside the agency process** in trying to obtain a state contract. For example:

- Entertaining state employees and officials.
- Communicating with officials outside the agency (such as the Governor or legislators).
- Communicating with officials within the agency but outside the normal process (such as the agency head).

If \$3,000 or more is spent on such lobbying activities, "lobbyist" registration is required. See General Statutes § [1-94](#).

#### Hypothetical from [Advisory Opinion No. 2003-6](#):

In responding to a state agency's RFP, a business entity spends \$3,500 in printing and personnel costs in taking a number of steps within the agency's normal contracting process. But in an effort to secure the contract, the entity contacts the Governor, thus taking action outside the normal agency process and, in doing so, expends an additional \$500 in personnel costs. Must it register as a lobbyist?

No. The \$3,500 spent in following the normal process to respond to the RFP is exempted from consideration as a lobbying expense. Therefore this entity would not have to register as a client lobbyist, because it has spent only \$500 towards its lobbying effort.

**NOTE:** If you are unsure whether you must register as a "lobbyist," please contact the OSE and/or review the "Client Lobbyist Guide to the Code of Ethics."

### GIFTS

#### GIVING GIFTS

General Statutes § [1-84 \(m\)](#) contains the “gift”-giving bans for state contractors and potential state contractors:

- An individual or entity **doing or seeking to do business** with a state agency may not give a “gift” to any of that agency’s employees or officials.
  - This is an *agency-specific ban*, meaning: If an entity is doing or seeking to do business with State Agency X—but not with any other state agency—then it is prohibited from giving “gifts” only to employees and officials of State Agency X.
- A person **prequalified under § [4a-100](#)** may not knowingly give a “gift” to any state employee or official.
  - This ban is *not agency specific*, meaning it applies to all state employees and officials, even if the person is not doing or seeking to do business with an employee’s or official’s agency. (Registered lobbyists are subject to a similar ban. See General Statutes § [1-97 \(a\)](#).)

#### What is a “gift”?

General Statutes § [1-79 \(5\)](#) defines “gift” in three parts:

1. “anything of value” (for example, money, tickets to a sporting event, meals, services, etc.),
2. “which is directly and personally received” (that is, the state employee or official accepts the opportunity to partake of it),
3. “unless consideration of equal or greater value is given in return” (that is, unless the state employee or official pays fair market value for it).

#### Gift exceptions

There are many benefits that are not deemed “gifts,” some of which may be used by state contractors, including these:

- **Token Items:** Items valued less than \$10 (such as a pen or mug), provided the annual aggregate of such items from a single source is \$50 or less. General Statutes § [1-79 \(5\) \(P\)](#).



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- Food/Beverage: Up to \$50 in food/beverage annually, provided the donor or a representative is in attendance when it is being consumed. General Statutes § [1-79 \(5\) \(I\)](#).
- Training: Training provided by a vendor for a product purchased by a state entity, provided it is offered to all of the vendor's customers. General Statutes § [1-79 \(5\) \(Q\)](#).
- Ceremonial awards: A certificate, plaque or other ceremonial award valued at less than \$100. General Statutes § [1-79 \(5\) \(F\)](#).
- Gifts to the State: Goods or services given to a state entity. The gift must facilitate state action, and must (1) be for use on state property (e.g., a computer), (2) support a state event (e.g., funds to support an agency event), or (3) support the participation by a state employee or official at an event (e.g., funds for an agency employee to attend an educational conference relevant to his state duties). General Statutes § [1-79 \(5\) \(e\)](#).

**NOTE:** There is a "gift" exception in § [1-79 \(5\) \(L\)](#) for "major life events" (a term defined by regulation), but state contractors and potential state contractors may not use it.

### Gift Reporting

If a person doing or seeking to do business with a state agency gives an agency employee or official any of the benefits found in the "gift" exceptions, the person may have a reporting obligation. See General Statutes § [1-84 \(o\)](#).

Generally, if the benefit is valued over \$10, the person (or a representative) must do as follows: Give *both* the recipient *and* the executive head of the recipient's department or agency a written report stating:

- The donor's name,
- A description of the item or items given,
- The value of such items, and
- The cumulative value of all items given to such recipient in the calendar year.

**NOTE:** This helps both the donor and the state employee or official keep track of the "gift" exceptions noted above, so that permissible limits are not exceeded.

### ACCEPTING GIFTS

In [Advisory Opinion No. 99-17](#), the conflict language in § [1-86e \(a\) \(1\)](#) (see above) was interpreted as creating the following rule:

- If, as a state contractor or an employee thereof, you are offered benefits from a person by virtue of your authority under the state contract (for example, clients of the contracting state agency), you may accept **no more** than \$100 annually from that person.

**NOTE:** *In an enforcement action, a former employee of a state contractor was found to have violated § [1-86e \(a\) \(1\)](#)—and ordered to pay a \$10,000 penalty—for using his authority over a subcontractor to solicit free or discounted gifts, services and other items of value (e.g., meals and tickets to sporting events and concerts).*

### NECESSARY EXPENSES

General Statutes § [1-84 \(k\)](#)—the “necessary expenses” provision—prohibits a state employee or official from accepting a fee or honorarium for participating at an event *in his or her official capacity*.

However, a state employee or official may receive payment or reimbursement for “necessary expenses” if—in his or her official capacity—the employee or official *actively participates* in the event (for example, gives a speech or runs a workshop).

“Necessary expenses” are not considered gifts and may include the cost of:

- Travel (coach),
- Lodging (standard room for the nights before, of, and immediately following the event),
- Meals (non-lavish), and
- Conference or seminar registration fees.

“Necessary expenses” do not include the cost of entertainment (tickets to sporting events, golf outings, etc.), or payment of expenses for family members or other guests.

A state contractor has *no reporting obligations* when it pays for, or reimburses, a state employee’s or official’s “necessary expenses.”

#### Example:

A state contractor is hosting an out-of-state conference and would like the Governor to come and give a speech in his official capacity. The contractor has offered to pay the Governor’s

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travel and lodging expenses, to waive his conference registration fee, and to give him a \$500 honorarium. Permissible?

The Governor may not accept the \$500 honorarium (because he is participating in his official capacity), but may accept payment or reimbursement for “necessary expenses,” which include coach-class travel, standard lodging for the nights before, of, and after the speech, and waiver of the conference registration fee.

### HIRING CURRENT OR FORMER STATE EMPLOYEES AND OFFICIALS

#### Former State Employees and Officials

A state contractor wanting to hire a *former* state employee or official should be aware of the Code’s post-state employment prohibitions. See General Statutes §§ [1-84a](#) and [1-84b](#).

Most of these prohibitions are “personal” to the former state employees and officials, meaning they do not apply to their post-state *employers*. These include:

- **Confidential information:** A former state employee or official may ***never*** “disclose or use confidential information” gained in state service for anyone’s financial gain. General Statutes § [1-84a](#).
- **Side switching:** A former state employee or official may ***never*** “represent anyone other than the state, concerning any particular matter (1) in which he participated personally and substantially while in state service, and (2) in which the state has a substantial interest.” General Statutes § [1-84b \(a\)](#).
- **Cooling off:** For ***one year*** after leaving state service, a former state employee or official may not “represent” anyone for compensation before their former state agency. (“Represent” means doing any activity that reveals the former state employee’s or official’s identity.) General Statutes § [1-84b \(b\)](#).

**NOTE:** *Certain former employees and officials of the Department of Consumer Protection and the Department of Emergency Services and Public Protection are subject to a two-year employment ban with respect to entities engaged in Indian gaming operations. General Statutes § [1-84b \(d\)](#) and [\(e\)](#).*

#### Prohibitions on Employer

There are two post-state employment provisions that apply not only to former state employees and officials—but also to those that hire them:

- For ***one year*** after leaving state service, a former state employee or official may not accept employment with a party to a state contract valued at \$50,000 or more, if:

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- (1) He or she participated substantially in, or supervised, the negotiation or award of that contract, and
- (2) It was signed within his or her last year of state service.

Further, “[n]o party to such a contract or agreement . . . shall employ any such former public official or state employee in violation of this subsection.” General Statutes § [1-84b \(f\)](#).

- Individuals who held designated positions at certain state regulatory agencies may not—for **one year** after leaving state service—“accept employment with a business subject to regulation by that agency.” Further, “[n]o business shall employ a . . . former public official or state employee in violation of this subsection.” General Statutes § [1-84b \(c\)](#).

### Current State Employees and Officials

State contractors wanting to hire a *current* state employee or official should be aware of the Code’s outside-employment rules, which bar the employee or official from:

- Accepting outside employment with an individual or entity that can benefit from the state servant’s official actions (e.g., the individual in his or her state capacity has specific regulatory, contractual, or supervisory authority over the private person). OSE Regs. § [1-81-17](#).
- Using state time, materials, or personnel to perform their outside work. General Statutes § [1-84 \(c\)](#).
- Accepting—or being a member or employee of an entity that agrees to accept—compensation for representing others before 11 statutorily designated state agencies. General Statutes § [1-84 \(d\)](#). The agencies include:
  - the Department of Banking,
  - the Claims Commissioner,
  - the Office of Health Care Access division within the Department of Public Health,
  - the Insurance Department,
  - the Department of Consumer Protection,
  - the Department of Motor Vehicles,
  - the State Insurance and Risk Management Board,
  - the Department of Energy and Environmental Protection,
  - the Public Utilities Regulatory Authority,
  - the Connecticut Siting Council, and
  - the Connecticut Real Estate Commission.

\*\*\*The prohibition on being a “member or employee” applies to entities that are in the business of *representing others* for compensation before the listed agencies (law firms, accounting firms, etc.).

### OTHER OUTSIDE EMPLOYMENT CONSIDERATIONS

There are two other outside employment prohibitions, but they apply only to a limited number of state employees and officials:

- Individuals holding designated positions at certain state regulatory agencies may not—while in state service—“negotiate for, seek or accept employment with any business subject to regulation by his agency.” Also, “[n]o business shall employ a present . . . public official or state employee in violation of this subsection.” General Statutes § [1-84b \(c\)](#).
- Certain present employees and officials of the Department of Consumer Protection and the Department of Emergency Services and Public Protection may not “negotiate for, seek or accept employment with” entities engaged in Indian gaming operations. General Statutes § [1-84b \(d\)](#) and [\(e\)](#).

### OTHER CONSIDERATIONS

#### WRITTEN AFFIRMATION CONCERNING STATE ETHICS LAWS SUMMARY

General Statutes § [1-101qq](#) contains three requirements with respect to the OSE’s state ethics laws summary:

1. State agencies must provide large state construction or procurement contractors with the state ethics laws summary; and—before accepting their bids—must obtain written affirmation that their key employees read, understand, and agree to comply with those laws.
2. Large state construction or procurement contractors must, in turn:
  - a. provide their subcontractors and consultants with the state ethics laws summary,
  - b. obtain the same written affirmation as above from their subcontractors and consultants, and
  - c. provide the affirmations to the state agency with which they have the contract—or face termination of the contract.
3. The state ethics laws summary must be included by reference in each contract with a contractor, subcontractor or consultant.

### ETHICS AFFIDAVITS & CERTIFICATIONS FOR STATE CONTRACTS

The Office of Policy and Management has created ethics forms to help executive branch agencies comply with the State's contracting requirements. The forms include, for example, "Affirmation of Receipt of State Ethics Laws Summary" and "Gift and Campaign Contribution Certification." Copies of these forms and other updated information regarding state contractors can be found on the websites of the Office of Policy and Management and the Department of Administrative Services.

**NOTE:** *The OSE does not have jurisdiction over the ethics affidavits and certifications. Questions concerning them should be directed to the Office of Policy and Management.*

### ETHICS ENFORCEMENT

Enforcement of the Ethics Codes is initiated by a complaint, which is filed by the OSE Ethics Enforcement Officer or a member of the public. In most cases, a complaint by the Ethics Enforcement Officer is preceded by a confidential staff evaluation.

A two-stage process follows:

1. Confidential investigation and confidential probable cause hearing.
2. If probable cause is found, a public hearing to determine if a violation has occurred.

At any stage of this process, the OSE and the Respondent may negotiate a settlement.

After a finding or admission of a violation, the CEAB may order the Respondent to comply with the Ethics Codes in the future, file any required report or statement, and/or pay a civil penalty.

For failure to file a report, statement, or other information required by the Ethics Codes, the CEAB may, after a hearing, impose a civil penalty of up to \$10 per day, with the aggregate penalty for any one violation being \$10,000.

The OSE may refer matters to the Chief State's Attorney for criminal prosecution. An intentional violation of the Ethics Codes is a misdemeanor for the first violation, unless the individual has derived a financial benefit of at least \$1,000. In that case, the violation is a class D felony.

The Attorney General may sue for up to three times the economic gain received through knowingly committing or knowingly profiting from a violation of the Code.

The "[\*Citizen's Guide to Filing a Complaint\*](#)," which is available on the OSE's website, gives a detailed overview of the complaint process and related confidentiality rules.

Department \_\_\_\_\_ ☐ Approved ☐ Pending Investigation

(Compliance Officer)

Date: \_\_\_\_\_ ☐ Disapproved ☐ Investigation Requested

---

**STATE OF CONNECTICUT  
EMPLOYER REPORT OF COMPLIANCE STAFFING**

---

This form should reflect the number of permanent employees on your payroll on date of submission.

---

Name of Contracting Firm	Type of Report
Address (No. And Street) (City) (State)	<input type="checkbox"/> Prime Contractor
	<input type="checkbox"/> Subcontractor

---

**EMPLOYEE INFORMATION**

Total Employed	White	Black	Spanish Surname	Other (Specify)
----------------	-------	-------	-----------------	-----------------

\_\_\_\_\_

Does your firm have a collective bargaining agreement or other contract or understanding with a labor organization or employment agency for the recruitment of labor?

\_\_\_\_\_

If yes, list the name and address of the agency or organization.

YES

☐

\_\_\_\_\_

Name

\_\_\_\_\_

Address (No. And Street, City, State)

\_\_\_\_\_

If no, indicate the usual methods of recruitment.

NO ☐ Connecticut State Employment Service

☐ ☐ Private Employment Agency

☐ Newspaper Advertisement

☐ Walk-In

☐ Other (specify)

The signer certifies that its practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representation and upgrading, do not discriminate on grounds of race, color, religious creed, age, sex, or national origin, or ancestry of any individual, and that the signer agrees it will affirmatively cooperate in the implementation of the policy and provisions of Executive Order Number Three, and consent and agreement is made that recruitment, employment and the terms and conditions of employment under the contract shall be in accordance with the purposes and provisions of Executive Order Number Three.

\_\_\_\_\_

☐ Yes ☐ No Is firm in minority ownership? (51% of assets in control of minorities)

\_\_\_\_\_

I certify that the above is correct to the best of my knowledge.

Employer \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Signature

\_\_\_\_\_

Title

## Article X of Executive Order Number Three

(a) The Labor Commissioner may hold or cause to be held hearings, prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for disbarment of any contractor from further state contracts shall be made without affording the contractor an opportunity for a hearing. In accordance with such regulations as the Labor Commissioner may adopt, the Commissioner or the appropriate contracting agency may

- (1) Publish or cause to be published the names of contractors or labor organizations or employment agencies as hereinabove described which it has concluded have complied or failed to comply with the provisions of this Order or the regulations of the Labor Commissioner in implementing this Order.
- (2) Recommend to the Commission on Human Rights and Opportunities that in cases in which there is substantial or material violation or threat thereof of the contractual provision or related state statutes concerned herein, appropriate proceedings be brought to enforce them, including proceedings by the commission on its own motion under Chapter 563 of the General Statutes and the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly or seek to prevent directly or indirectly compliance with the provisions of this Order.
- (3) Recommend that criminal proceedings be brought under Chapter 939 of the General Statutes.
- (4) Cancel, terminate, suspend or cause to be canceled, terminated, or suspended in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the discrimination provisions of the contract. Contracts may be canceled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.
- (5) Provide that any contracting agency shall refrain from entering into any further contracts or extensions or modifications of existing contracts with any contractor until he has satisfied the Labor Commissioner that he has established and will carry out personnel and employment policies compliant with this Order.
- (6) Under regulations prescribed by the Labor Commissioner each contracting agency shall make reasonable efforts within a reasonable period of time to secure compliance with the contractor provisions of this Order by methods of conference, conciliation, mediation or persuasion, before other proceedings shall be instituted under this Order or before a state contract shall be canceled or terminated in whole or in part for failure of the contractor or subcontractor to comply with the contract provisions of state statute of this Order.



GUIDELINES AND RULES OF STATE LABOR COMMISSIONER  
IMPLEMENTING GOVERNOR'S EXECUTIVE ORDER NO. THREE

SEC. 1. PERSONS AND FIRMS SUBJECT TO EXECUTIVE ORDER NO. THREE AND GUIDELINES AND RULES

- a. Every contractor, or subcontractor as defined in Sec. 2 hereof, supplier of goods or services, vendor, bidder and prospective contractor or subcontractor, having ten or more employees as defined in Sec. 3 of these guidelines, having or entering into or bidding to enter into any type of contractual relationship with the State of Connecticut or any of its agencies, boards, commissions, departments or offices, and if the consideration, cost, subject matter or value of the goods or services exceeds \$5,000.00, shall be subject to the Governor's Executive Order No. Three and these Guidelines and Rules.
- b. A copy of the Governor's Executive Order No. Three and of these Guidelines and Rules shall be available to each said contractor, subcontractor, supplier, vendor, bidder and prospective contractor and subcontractor, and the said Executive Order No. Three and These Guidelines and Rules shall be incorporated by reference and made a part of the contract, purchase order, agreement or document concerned. A copy of the Executive Order and of these Guidelines and Rules shall be furnished to a contracting party or bidder on request.
- c. All persons, partnerships, associations, firms, corporations and other entities having less than ten employees as defined in Sec. 3 at the time of the bid and execution of the contract and continuing through the performance of the contract are exempt from the provisions of the said Executive Order and these Guidelines and Rules. All contracts, subcontracts, purchase orders and agreements wherein the consideration is \$5,000.00 or less shall be exempt from Executive Order No. Three and from these Guidelines and Rules.

SEC. 2. SUBCONTRACTORS.

As used herein, subcontractors are persons, partnerships, associations, firms or corporations or other entities having contractual relationship with a contractor who in turn has a contract with the State of Connecticut or any of its agencies, boards, commissions or departments. Subcontractors below this tier are exempt from the Executive Order and from these Guidelines and Rules.

SEC. 3. EMPLOYEES

As used herein, employees are persons working full or part-time irrespective of personnel classifications where wages, salaries, or earnings are subject to the Federal Insurance Contribution Act and/or to Federal Withholding Tax as a matter of law (whether in fact or not any actual withholding occurs in a given case), in an employee-employer relationship at the time of bid, contract execution, or offer or acceptance, and/or during any time thereafter during the existence of the performance period of the contract to the conclusion thereof.

#### SEC. 4. REPORTS.

- a. Prior to the execution of the contract or prior to acceptance of a bid, as the case may be, the contractor, subcontractor, bidder or vendor shall file a report with the State Labor Commissioner, which report shall be complete and contain all of the information therein prescribed. The report shall be on Form E.O. 3-1, a facsimile of which is attached hereto and made a part hereof, or in lieu thereof the contractor, subcontractor, bidder or vendor shall submit a detailed report containing all of the information required in Form E.O. 3-1.
- b. The Labor Commissioner may require the filing of additional reports prior to final payment or prior to any renewal or extension of the contract and during the duration of the contract at such times as the Commissioner may, in his discretion, from time to time deem necessary. The Labor Commissioner may require the filing of additional information or reports, and the contractor, subcontractor, bidder or vendor shall furnish said information or requests within the times prescribed by the Labor Commissioner.
- c. The Labor Commissioner may, at his discretion, also require timely statistical reports on the number of minority employees employed as to be employed in the performance of the contract, and the Labor Commissioner may define such minority groups or persons.
- d. Reports filed pursuant to these Guidelines and Rules in implementation of Executive Order No. Three and are public records subject to public inspection, but may be inspected only by federal and state officials having jurisdiction and authority to investigate matters of this type. All federal and state agencies empowered by law to investigate matters relating to Executive Order No. Three shall have access to these reports for inspection or copying during regular business hours.
- e. Any person who willfully, wantonly or through negligence destroys or permits to be destroyed, alters or allows to be altered after filing, any reports submitted in compliance herewith shall be subject to penalties as prescribed by law.

#### SEC. 5. MANDATORY CLAUSES IN DOCUMENTS.

- a. All contracts shall contain the following provisions verbatim:

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract 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 in this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by 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), (subcontractor), (bidder), (vendor) agrees, as part consideration hereof, that this (order) (contract) is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

These provisions are in addition to and not in lieu of other clauses required by law.

- a. The above paragraphs contain requirements additional to those set forth in the July 16, 1971 directive to state agencies.
- b. Every purchase order or like form submitted by a vendor or bidder, as applicable, shall contain the following clause verbatim:

Vendor agrees, as part of the consideration hereof, that this order is subject to the provisions of Executive Order No. Three and the Guidelines and Rules issued by the Labor Commissioner implementing said order as to nondiscrimination, and vendor agrees to comply therewith.

- c. Where preprinted contract forms have been prescribed by federal authority and the rules of the federal agency prohibit the alteration thereof, the compliance officer of the state agency concerned shall submit to the Labor Commissioner a suggested short form or addendum acceptable to the federal agency, and in such cases, after approval by the Labor Commissioner, said clause may be substituted.

#### SEC. 6. COOPERATION OF STATE AGENCIES, BOARDS AND COMMISSIONS.

Every agency, board, commission and department of the State of Connecticut shall cooperate with the Labor Commissioner in the implementation of Executive Order No. Three and shall furnish such information and assistance as the Labor Commissioner may from time to time request.

#### SEC. 7. INVESTIGATIONS, COMPLAINTS.

The Labor Commissioner may initiate an investigation upon receipt of a compliant alleging discrimination. The Labor Commissioner may request that an investigation be conducted by the State agency which is the party to the contract in question. Investigations shall be conducted in accordance with acceptable legal standards, unregarding the rights of all parties involved, and obtaining all of the relevant facts necessary for a complete determination of the issues. If the Labor Commissioner is not satisfied with the investigation or any part thereof he may order it to continue or to proceed further.

SEC. 8. HEARINGS.

The Labor Commissioner or officers designated by the heads of the State agencies, boards and commissions may conduct hearings on complaints heard. Hearings shall be held only after a report of the complaint has been filed with the Labor Commissioner and after a hearing on the complaint has been authorized or directed by the Labor Commissioner. Hearings shall be conducted in accordance with the accepted principles of administrative law. All parties shall be afforded the opportunity to a full, fair, impartial and complete hearing, the opportunity to examine and cross examine witnesses and to be present at all sessions of the hearing. If any party is vulnerable to a charge of a violation of the law, he shall be afforded the opportunity to procure counsel who may be present at the hearing.

SEC. 9. EQUAL EMPLOYMENT OPPORTUNITIES.

All State contracting agencies, employees, and labor unions shall use their best efforts to provide equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers in accordance with section 31-31(d) of the General Statutes.

SEC. 10. DUTIES OF CONTRACTING AGENCIES.

All State contracting agencies shall be responsible for compliance with said Executive Order and with all state and federal laws relating to equal employment opportunities. All contracting agencies conducting investigations for the Labor Commissioner pursuant to Executive Order No. Three and these Guidelines and Rules shall report to the Labor Commissioner the action taken or recommended with regard to each complaint filed. Each officer of the executive department, every commissioner, and each executive head of each State agency, board and commission in the executive branch of the State government is expected to assume the responsibility of seeing to complete compliance with the Governor's Executive Order No. Three and shall forthwith take steps to assure and guarantee that there shall be no discrimination within their departments, agencies, boards or commissions in the performance of any state contract or subcontract on the basis of race, creed, color, sex, age, national origin or national ancestry, or in any way in violation of any state or federal law relating thereto.

BY VIRTUE OF THE AUTHORITY VESTED IN ME PURSUANT TO EXECUTIVE ORDER NO. THREE EFFECTIVE JULY 16, 1971, AND THE GENERAL STATUTES OF CONNECTICUT.

Dated at Wethersfield, Connecticut this 19<sup>th</sup> day of Nov., 1971

JACK A. FUSARI  
LABOR COMMISSIONER

**STATE OF CONNECTICUT**

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

**Respondent Name:** \_\_\_\_\_

**INSTRUCTIONS:**

**CHECK ONE:** ☐ Initial Certification.  
☐ Amendment or renewal.

**A. Who must complete and submit this form.** Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, **the certification portion of this form must be completed** by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization **whose principal place of business is located outside of the United States**. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

**Check applicable box:**

☐ Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box **are not required to complete the certification portion of this form**, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process.

☐ Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. **CERTIFICATION required.** Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

**B. Additional definitions.**

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes;
- 2) "Respondent" means the person whose name is set forth at the beginning of this form; and
- 3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

**C. Certification requirements.**

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

**CERTIFICATION:**

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

☐ Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.

☐ Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

\_\_\_\_\_  
**Printed Respondent Name**

\_\_\_\_\_  
**Printed Name of Authorized Official**

\_\_\_\_\_  
**Signature of Authorized Official**

**Subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

\_\_\_\_\_  
**Commissioner of the Superior Court (or Notary Public)**

#### SECTION I.C. ADDITIONAL INFORMATION – BIDDING

- OPM Form/Rev. 02-17-09, Personal Service Contractor Evaluation (1 page)\*
- Certificate of Substantial Completion (1 page)\*\*

#### NOTES:

\*This form, which is used to evaluate the Contractor's performance as required under current State of Connecticut contracting policy, is completed by the DEEP/WPMS and submitted to the CT OPM within 60 days of the contract end date and is included for Bidders' and prospective contractors' information only.

\*\*This form will be required to be completed prior to release of retainage.

## PERSONAL SERVICE CONTRACTOR EVALUATION

OPM Form/Rev. 02-17-09

Use this form to evaluate the performance of a personal service contractor within 60 days of the contract end date.

### INSTRUCTIONS:

In the evaluation form's box for "Evaluator's Signature," type your e-mail address.

In the Subject line of the e-mail, enter "PSA Contractor Evaluation" and the Contract ID number, using the standardized numbering schema to enter a contract in Core-CT. Example: PSA Contractor Evaluation 07OPM9999AB.

Contact your agency's business office for assistance if you do not know the Contract ID number.

Submit this form by e-mail to:

[efo.opm@ct.gov](mailto:efo.opm@ct.gov)

**Attach additional sheets if necessary.**

Agency Name & Address:		Date:
Evaluator's Name, Title & Phone No.:		Evaluator's Signature:
Contractor Name & Address:		
CORE-CT Contract ID:	PO Reference:	Competitive: <input type="checkbox"/> Yes <input type="checkbox"/> No
Contract Term (Start   End Dates):		Contract Cost:

Outline of Work (Purpose, Scope, Activities, Outcomes):

Rate the Contractor's performance using the following scale:

5 = Excellent   4 = Superior   3 = Satisfactory   2 = Fair   1 = Unsatisfactory   0 = Not Applicable

- \_\_\_\_ QUALITY OF WORK. Contractor performed tasks, duties, functions, or assignments according to contract specifications.
- \_\_\_\_ RELIABILITY. Contractor adhered to the work schedule, achieved milestones (if any), and met deadlines.
- \_\_\_\_ KEY PERSONNEL. Contractor assigned adequate and properly qualified, equipped, and trained staff to perform the work.
- \_\_\_\_ SUPERVISION. Contractor adequately supervised key personnel and other staff assigned to do the work.
- \_\_\_\_ FINANCIALS. Contractor adhered to cost and other financial provisos, including prompt payment of subcontractors or suppliers.
- \_\_\_\_ COMPLIANCE. Contractor abided by governmental policies, procedures, laws, and regulations, including AA and EEO.
- \_\_\_\_ INDEPENDENCE. Contractor was able to complete work independently, with little agency oversight or direction.
- \_\_\_\_ COOPERATION. Contractor was able to work with others, including agency staff, other contractors, and the general public.
- \_\_\_\_ TOTAL RATING                      \_\_\_\_ AVERAGE RATING (Total ÷ 8)

Explain any areas where the Contractor's performance was less than Satisfactory:

Other Comments:

STATE OF CONNECTICUT  
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION  
BUREAU OF WATER PROTECTION AND LAND REUSE  
WATER PLANNING AND MANAGEMENT DIVISION

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT:

CONTRACT NUMBER:

PO NUMBER:

CONTRACT DATE:

PROJECT NUMBER:

CONTRACTOR:

All work performed under this Contract has been reviewed and found to be substantially complete. Substantial completion refers to the stage at which the Department has received Record Drawings and all required documentation verifying the project can be utilized for its intended use.

The Department accepted the work or designated portion and deemed the project substantially complete on **{DATE}**.

---

OWNER  
Water Planning and Management Division

---

Date

---

CONTRACTOR

---

Date

---

ENGINEER

---

Date



## **PART II      CONTRACT EXECUTION**

	<u>Page</u>
SECTION II.A. Execution Items	S-II-A
SECTION II.B. State of Connecticut Contract Compliance Items – Execution	S-II-B
SECTION II.C. Additional Information – Execution	S-II-C

## SECTION II.A. EXECUTION ITEMS

## Page(s)

- |   |               |
|---|---------------|
| - Instructions to Lowest Qualified Bidder | IQB-1 - IQB-2 |
| - Certificate of Insurance Form           | CI-1 - CI-2   |
| - Performance Bond Form                   | PB-1 - PB-2   |
| - Labor and Material Bond Form            | LMB-1 - LMB-2 |
| - Corporate Resolution Guidelines         | CRG-1 - CRG-8 |

NOTE: All forms associated with these items must be completed and submitted by the selected prospective Contractor and returned with a signed PSA Contract form (prepared by the DEEP/WPMD for Contractor's signature) or brought with the Contractor to a Contract signing appointment with DEEP/WPMD Engineering Services staff

## **INSTRUCTIONS TO LOWEST QUALIFIED BIDDER**

### **STATE OF CONNECTICUT DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION**

The prospective Contractor receiving notification as the lowest qualified Bidder of selection for the Contract signing must supply the following within 10 calendar days after said notification:

1. Certification that the Contractor will perform at least 70% of the Work with its own forces including the portions and values of the Work to be completed (Paragraph 8 of the Notice to Bidders - Part I.A, Section NB, of these Contract Documents).
2. A list of Subcontractors to be used by the Contractor, including the portions and values of the Work to be completed by each (Paragraph 9 of Part I.A, Section NB).
3. The following Contract Compliance items (in addition to the Contract Compliance forms required of Bidders to be completed and submitted with bids under Section I.B):
  - DOL Wage Rates, Contractor Wage and Weekly Payroll Certification Forms
  - OPM Ethics Form 1, Gift and Campaign Contribution Certification; and,
  - OAG Nondiscrimination Certification Form Rev. 07-08-2009.
4. After acceptance of an apparent lowest responsible Bidder's bid, and prior to Execution of the Contract by the State, the CT Commission on Human Rights and Opportunities ("CHRO") will be notified by the DEEP of the pending Contract Execution. The prospective Contractor must file with and receive approval of an affirmative action ("AA") plan by the CHRO. If during the process of executing and awarding a contract, the tentative contractor has filed but not yet received full AA plan approval, the DEEP, after notifying and receiving permission from the CHRO, may proceed with execution and award subject to withholding and retaining 2% from any payment(s) due the contractor in accordance with the terms of the contract. Such amount(s) retained for the purpose of assuring compliance with AA plan requirements would be withheld by the DEEP until the DEEP has been notified by the CHRO that the contractor has obtained full AA plan approval. Otherwise, the tentative contractor must receive full AA plan approval from the CHRO prior to commencing construction. Any 2% amount(s) retained in order to assure AA plan compliance would be in addition to any amount(s) retained by the DEEP for other purposes under the terms of the contract (Ref. Contract Documents, Section III.A, Supplemental Conditions, par. 19.D, pg. SC-5 of 9).
5. Certification of Insurance (Section CI and Paragraph 4F of Section PF).
6. Performance Bond (Section PB and Paragraph 5A of Section NB).
7. Labor and Material Bond (Section LMB and Paragraph 5B of Section NB).
8. Corporate resolution designating the individual authorized to sign agreements for the Contractor (Part II.A, Guidelines).

9. Signed and sealed PSA contract (forms to be signed are prepared by DEEP/WPMD – Part II.C.)

NOTE: Under Paragraph 3A of the Proposal Form (Section PF), the Contractor agrees to hold his bid for one hundred twenty (120) days after the bid opening date.

Within one (1) week after the Notice To Proceed, and prior to commencement of any work on site, the Contractor shall submit a Construction Schedule, Schedule of Values for lump sum items, Sedimentation and Erosion Control measures, Water Control Plan, and Environmental Protection Plan (paragraphs 10A through 10D and 12 of Section SC).

## CERTIFICATE OF INSURANCE

### STATE OF CONNECTICUT DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION

1. Name of Insurance Company: \_\_\_\_\_  
Address: \_\_\_\_\_
2. Name of Insured: \_\_\_\_\_  
Address: \_\_\_\_\_
3. Name of Project: \_\_\_\_\_
4. Location and Description of Work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This is to certify that the Policies of Insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with the respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Type of Insurance

(see Article 16 Section GC)

Limits in dollars

Occurrence

Aggregate

A. Commercial General Liability

1,000,000

2,000,000

Policy Number: \_\_\_\_\_

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

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

B. Department's and Contractor's  
Protective Liability

1,000,000

2,000,000

Policy Number: \_\_\_\_\_

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

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

C. Special Hazards Types C, U, X	1,000,000	
Policy Number: _____		
Effective Date: _____	Expiration Date: _____	
D. Automobile Liability	1,000,000	2,000,000
Policy Number: _____		
Effective Date: _____	Expiration Date: _____	
E. Excess Liability (As required by the Contract Documents)	_____	_____
Policy Number: _____		
Effective Date: _____	Expiration Date: _____	
F. Workers' Compensation	STATUTORY	
Employer's Liability		
Accident	100,000	
Disease Policy Limit	500,000	
Disease Each employee	100,000	
Policy Number: _____		
Effective Date: _____	Expiration Date: _____	

Such insurance as is herein certified applies to all operations of the insurance in connection with the Work herein described at the locations stated. The State of Connecticut is endorsed as an additional Insured on all of the above policies except Automobile Liability and Workers' Compensation.

In the event of any restrictive amendment to, any change in, or cancellation of any one or more of said policies the Insurance Company named above shall give not less than thirty (30) days written notice to the party to whom the certificate is issued of such amendment, change or cancellation.

Dated This \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

_____	_____
(Authorized Agent)	(Signature)

\_\_\_\_\_  
(Address)

**PERFORMANCE BOND**

STATE OF CONNECTICUT  
DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION

KNOW ALL BY THESE PRESENTS, THAT \_\_\_\_\_

of the Town of \_\_\_\_\_ County of \_\_\_\_\_ and State of \_\_\_\_\_

as Principal (hereinafter called the Principal), and \_\_\_\_\_  
a surety company authorized to transact business in Connecticut, as Surety (hereinafter called the  
Surety), are held and firmly bound unto the State of Connecticut (hereinafter called the Obligee) in

the full penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
lawful money of the United States, to be paid to said State of Connecticut, to which payment well and  
truly to be made and done, the said Principal binds himself, his heirs, executors and administrators (or  
itself, its successors and assigns), and the said Surety binds itself, its successors and assigns jointly  
and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, whereas said Principal has entered

into a certain written Contract with said Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_,  
which written Contract provides for the following:

\_\_\_\_\_  
which Contract, together with all Plans and Contract Documents now made or which may hereafter be  
made in extension, modification or alteration thereof, are hereby referred to, incorporated in and made  
a part of this bond as though herein fully set forth.

NOW, THEREFORE, if the said Principal shall well and truly keep, perform and execute all the  
terms, conditions and stipulations of said Contract according to its provisions on his or its part to be  
kept and performed and shall indemnify and reimburse the Obligee for any loss that it may suffer  
through the failure of the Principal to faithfully observe and perform each and every obligation and  
duty imposed upon the Principal by the said Contract, at the time and in the manner therein specified,  
then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

Provided, however, that any alterations which may be made in the terms of said Contract or in the  
work done or to be done under it, or the giving by the Obligee of any extension of time for the  
performance of said Contract or any other forbearance on the part of either the Obligee or the  
Principal, one to the other, shall not in any way release the Principal and/or the Surety, or either of  
them, their representatives, heirs, executors, administrators, successors or assigns from liability

hereunder, notice to the Surety or Sureties of any such alteration, extension or forbearance being hereby specifically and absolutely waived.

IN TESTIMONY WHEREOF, the said \_\_\_\_\_

has hereunto set his/its hand and seal and the said \_\_\_\_\_

has caused this instrument to be signed by its \_\_\_\_\_  
and its corporate seal to be hereunto affixed.

SIGNED, SEALED AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

By: \_\_\_\_\_ (L.S.)  
(Principal)

Witness as to Principal:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_ (L.S.)  
(Surety)

Witness as to Surety:

\_\_\_\_\_  
\_\_\_\_\_



## LABOR AND MATERIAL BOND

### STATE OF CONNECTICUT DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION

KNOW ALL BY THESE PRESENTS, THAT \_\_\_\_\_

of the Town of \_\_\_\_\_ County of \_\_\_\_\_ and State of \_\_\_\_\_

as Principal (hereinafter called the Principal), and \_\_\_\_\_  
a surety company authorized to transact business in Connecticut, as Surety (hereinafter called the  
Surety), are held and firmly bound unto the State of Connecticut (hereinafter called the Obligee) in

the full penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
lawful money of the United States, to be paid to said State of Connecticut, to which payment well and  
truly to be made and done, the said Principal binds himself, his heirs, executors and administrators (or  
itself, its successors and assigns), and the said Surety binds itself, its successors and assigns jointly  
and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, whereas said Principal has entered

into a certain written Contract with said Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_,  
which written Contract provides for the following:

\_\_\_\_\_  
\_\_\_\_\_  
which Contract, together with all Plans and Contract Documents now made or which may hereafter be  
made in extension, modification or alteration thereof, are hereby referred to, incorporated in and made  
a part of this bond as though herein fully set forth.

NOW, THEREFORE, if the said Principal shall promptly pay for all materials furnished and labor  
supplied or performed in the prosecution of the work included in and under the aforesaid Contract  
whether or not the material or labor enters into and becomes a component part of the real asset, then  
this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

Any party, whether a Subcontractor or otherwise, who furnishes materials or supplies or performs  
labor or services in the prosecution of the work under said Contract, and who is not paid therefor,  
may bring a suit on this bond in the name of the person suing, prosecute the same to a final judgment  
and have execution thereon for such sum or sums as may be justly due.

This bond is furnished pursuant to Section 49-41 of the General Statutes of Connecticut, Revision of  
1958.

IN TESTIMONY WHEREOF, the said \_\_\_\_\_

has hereunto set his/its hand and seal and the said \_\_\_\_\_

has caused this instrument to be signed by its \_\_\_\_\_  
and its corporate seal to be hereunto affixed.

SIGNED, SEALED AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

By: \_\_\_\_\_ (L.S.)  
(Principal)

Witness as to Principal:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_ (L.S.)  
(Surety)

Witness as to Surety:

\_\_\_\_\_  
\_\_\_\_\_

## **GUIDELINES FOR VALID CORPORATE RESOLUTIONS:**

*(see attached samples)*

The corporate resolution should contain the following:

1. Name of body adopting the resolution;
  2. Date of meeting adopting resolution;
  3. Name and title of person authorized to execute the contract. If the resolution does not specify a name, but only states the title of the individual so authorized, a corporate officer must provide a certificate of incumbency certifying that the individual signing the contract held the office at the time the contract was signed. Both the resolution and certification of incumbency must give the date of the certification and the title of the certifier.
- The certification must bear an original signature by an officer of the corporation, preferably the secretary, which is some one other than the person authorized to sign the contract.
  - The actual statement of the resolution (the language following the word “RESOLVED” in the examples), should contain the exact wording from the resolution that the Board adopted.
  - The contract must be signed *exactly* as the name is called out in the resolution – the name and title must match precisely.
  - The date on which the resolution was adopted can precede the date on which the contract was signed (but may not precede the signature date by more than one year without being re-certified as to its continuation and effectiveness). However, the date of the incumbency certification cannot precede the date the contract was signed.

For example, for a contract signed July 1, 2003, the Certified Resolution can state that the resolution was adopted by the Board of Directors on March 1, 2002, but since there is more than a year between the date of the resolution and the date of the contract signature, the Secretary must re-certify that the resolution was so adopted, and remains in effect, on or after July 1, 2003, thus showing that on the date the contract was signed, the signatory in fact had the authority to do so.

If the Certified Resolution did not identify the name of the individual holding the title of the office authorized to sign, an Incumbency Certification would need to be certified and dated on or after July 1, 2003, to indicate that on that date the contract was signed, the signer held the specified office.

- If the corporation does not possess a corporate seal, the “L.S.” (legal signature) notation may be written next to the Secretary’s signature. In addition, the “L.S.” notation should be written next to the signature of the corporate officer on the contract itself. If the corporation does have a seal, the seal should be affixed both to the signature page of the contract, to the certified resolution and to the incumbency certification (if used).
- In lieu of a certified resolution, a certified copy of the applicable sections of the corporate bylaws which authorize execution of the contract by the signing person may be submitted along with a certification that the person signing the contract held the office in question at the time the contract was signed. Or, a certified copy of minutes of the meeting of the board of directors at which the contract signatory was authorized to sign the contract under review (or the particular type of contract of which the one under review is an example) may be provided.

- If the Contract is with an individual, no funding resolution is required, however, the individual must sign personally. The signature may be followed by “d/b/a [Name of Business],” “sole proprietor,” or “independent contractor.” No other title (such as “president”) may be used.

### **GUIDELINES FOR VALID LLC RESOLUTIONS**

*(see attached samples)*

- The certified resolution must state: (i) that the LLC is run by members or managers; (ii) that the signatory is either a member or manager of the LLC; and, (iii) that as such, he or she is not prohibited or limited by the LLC’s articles of organization from binding the LLC.
- The contract must be signed by the signatory in the capacity noted in the resolution (i.e., as member or manager, as applicable).
- If possible, the resolution should be signed by a member or manager who is not the contract signatory.
- If the LLC does not possess a corporate seal, the “L.S.” notation may be used instead, but the certification must specifically state that the LLC has no seal.
- If the LLC is owned and operated by a single individual, an affidavit from the LLC’s attorney or the individual must be provided (see attached affidavit format).

### **GUIDELINES FOR VALID PARTNERSHIP RESOLUTIONS**

*(see attached sample)*

- Generally, any general partner of a general or limited partnership has the authority to sign a contract on behalf of the partnership.
- However, if possible, a contractor which is a partnership should provide a certification from a general partner, other than the general partner signing the contract (or from all the general partners), stating that the general partner signing the contract has such authority.
- If a limited partner signs the contract, a copy of the limited partnership agreement should be provided so that it can be reviewed for confirmation that the named limited partner has signatory authority.
- The partner signing the contract must provide his or her title (i.e., general partner, limited partner) next to his or her signature on the contract.

**SAMPLE**  
**Preferred Wording**  
**"Certified Resolution"**

Be it resolved that it is in the best interests of the [Enter Institution Name] to enter into contracts with the Department of Environmental Protection.

In furtherance of this resolution, [Name of Authorized Official] the [Title of Authorized Official] is duly authorized to enter into and sign said contracts on behalf of the [Enter Institution Name]. The [Title of Authorized Official] is further authorized to provide such additional information and execute such other documents as may be required by the state or federal government in connection with said contracts and to execute any amendments, rescissions, and revisions thereto.

The [Clerk/Secretary, etc.] is authorized to impress the seal of the [Enter Institution Name] on any such document, amendment, recision, or revision.

I, [Name], the [Clerk/Secretary, etc.] of [Enter Institution Name], do hereby certify this to be a true copy of the resolution duly adopted at the [Type of Meeting or Hearing] on [Date], and that it has not been rescinded, amended or altered in any way, **and that it remains in full force and in effect.**

\_\_\_\_\_  
[Clerk/Secretary, etc.]

\_\_\_\_\_  
Date

[Corporate Seal or "L.S."]

**SAMPLE**  
**Alternate Corporate Resolution Format**

**Certified Resolution**

I, [Name], [Clerk/Secretary, etc.] of [Enter Institution Name], a corporation organized and existing under the laws of the State of Connecticut ("the Company"), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the [Board of Directors, etc.] of the Company duly held and convened on [Date of Meeting], at which meeting a duly constituted quorum of the [Board of Directors, etc.] was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect.

**RESOLVED:** That [Name of Authorized Official], the [Title of Authorized Official] of [Enter Institution Name], is empowered and authorized to execute and deliver in the name and on behalf of this Company a certain contract with the State of Connecticut, Department of Environmental Protection, and to affix the corporate seal [if applicable].

**IN WITNESS WHEREOF**, the undersigned has affixed his/her signature and the corporate seal of the Company this [1st, etc.] day of [Month], [Year].

*[or, if the corporation has no seal . . . ]*

**IN WITNESS WHEREOF**, the undersigned has affixed his/her signature this [1st, etc.] day of [Month], [Year]. The Company has no corporate seal.

---

[Clerk/Secretary, etc.]

[Corporate Seal or "L.S. "]

**SAMPLE FOR LIMITED LIABILITY COMPANY**  
**CERTIFIED RESOLUTION**

I, [Name of Member or Manager], a [Member or Manager] of [Name of LLC], LLC, a limited liability company organized and existing under the laws of the State of Connecticut, (the "Company"), hereby certify: (i) that [Name of LLC] is run by [Members or Managers]; (ii) that [Name of Contract Signatory] is a [Member or Manager] of [Name of LLC]; and (iii) that as such, [Name of Contract Signatory] is not prohibited or limited by the articles of organization from binding the LLC.

**IN WITNESS WHEREOF**, the undersigned has affixed his/her signature and the seal of the LLC this \_\_\_\_\_ day of \_\_\_\_\_.

**/Or if the LLC has no Seal/**

**IN WITNESS WHEREOF**, the undersigned has affixed his/her signature this \_\_\_\_\_ day of \_\_\_\_\_. The LLC has no seal.

\_\_\_\_\_  
[Member or Manager]

*If the LLC has a seal, place it here.*

*If the LLC has no seal, the "L.S." notation may be used.*

---

**(SAMPLE SINGLE INDIVIDUAL LLC AFFIDAVIT FORMAT)**

DATE:

**AFFIDAVIT**

(Attorney Name or sole director's name), having been duly sworn, deposes and says as follows:

1. I am over eighteen years of age and understand the nature and obligations of an oath.
2. I am the Attorney / sole director who represents \_\_\_\_\_, LLC (the "Company"), a Connecticut corporation.
3. I hereby certify that \_\_\_\_\_ is the only member of the Company and its 100% owner and that \_\_\_\_\_ is authorized to execute legal and binding documents in the name of and on the behalf of the Company with the State of Connecticut, Department of Environmental Protection.

The foregoing is true to the best of my knowledge and belief.

\_\_\_\_\_  
(type in attorney's name or the member if sole)

Attorney at Law

Connecticut Juris Number:

STATE OF CONNECTICUT     )  
  )  
COUNTY OF                                    )

:     **ss.**

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_ .

\_\_\_\_\_  
Notary Public

**SAMPLE**

**CERTIFICATION FOR PARTNERSHIPS**

I/We, [Name of General Partner(s)], do hereby certify that [Name of Partner Signing the Contract], is a general/limited partner of [Name of Partnership], and as such, is empowered and authorized to execute contracts on behalf of the partnership.

**IN WITNESS WHEREOF**, the undersigned has affixed his/her signature this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
General Partner

(retype on letterhead)

---

**SAMPLE**

**INCUMBENCY CERTIFICATION**

I, [Name], [Secretary/Clerk, etc.] of [Enter Institution Name], DO HEREBY certify that as of [Date of Contract Signing], [Name of Incumbent Authorized Official] holds the office of the [Title of Authorized Official].

IN WITNESS WHEREOF, the undersigned has affixed [his/her] signature and the corporate seal of the Company this [1st, etc.] day of [Month], [Year].

*[SEAL or "L.S." notation]*

\_\_\_\_\_  
Signature  
[Secretary/Clerk, etc.]



**SAMPLE**

**CERTIFICATION OF CORPORATE MINUTES**

I, [Name], [Secretary/Clerk, etc.] of [Enter Institution Name], a [Enter Name of State] Corporation ("the Company"), DO HEREBY certify that the following is a true and correct copy of the minutes of a meeting of the [Board of Directors, etc.] of [Enter Institution Name] held on [Date of Meeting], at which time a quorum was present and voting.

IN WITNESS WHEREOF, the undersigned has affixed his signature and the corporate seal of the Company this [1st, etc.] day of [Month], [Year].

\_\_\_\_\_  
[Secretary/Clerk, etc.]

[Corporate Seal or "L.S."]

---

**SAMPLE**

**CERTIFICATION OF CORPORATE BY-LAWS**

I, [Name], [Secretary/Clerk, etc.] of [Enter Institution Name], a [Enter Name of State] Corporation ("the Company"), DO HEREBY certify that the following is a true and correct copy of the By-Laws [Enter Institution Name] which authorize the [Title of Authorized Official] of the Corporation to enter into contracts on behalf of the Corporation.

IN WITNESS WHEREOF, the undersigned has affixed his signature and the corporate seal of the Company this [1st, etc.] day of [Month], [Year].

\_\_\_\_\_  
[Secretary/Clerk, etc.]

[SEAL or Statement that No Seal is Used]

**SAMPLE ATTORNEY'S OPINION LETTER**

DATE

NAME

TITLE

AGENCY

STREET ADDRESS

CITY AND STATE

Re: PROCUREMENT

Opinion Letter

Dear SALUTATION:

I have acted as corporate counsel to VENDOR and have the authority to deliver this opinion letter. In my capacity as such counsel I have reviewed or am familiar with VENDOR'S authorizing resolutions, by-laws, incorporation documents and draft \_\_\_\_\_ Agreement (the "Agreement") with the State of Connecticut. Based upon the foregoing, I am of the opinion that:

1. VENDOR is authorized to transact business in the State of Connecticut.
2. VENDOR has the corporate power and authority to execute and deliver ("contracts" or "the Agreement").
3. The Board of Directors has authorized VENDOR to enter into ("contracts" or "the Agreement").
4. OFFICER NAME, as OFFICER TITLE of VENDOR, has the requisite power and authority to execute ("contracts" or "the Agreement") on behalf of and to bind VENDOR accordingly.

Sincerely,

SECTION II.B. STATE OF CONNECTICUT CONTRACT COMPLIANCE ITEMS – EXECUTION

- DOL wage and payroll certification forms, prevailing wage and benefit rates, and related notes, notices, bulletins, and statutes (17 pages):
  - o Contractors Wage Certification Form
  - o Weekly payroll certification forms, fringe benefits explanation, and sample completed forms
  - o Current prevailing hourly wage & benefit rates schedule
  - o Informational Bulletin – occupational classifications
  - o CT DOL Wage and Workplace Standards Division – Footnotes
  - o Notice to all mason contractors and interested parties ...
  - o Informational Bulletin – 10-hour OSHA Construction Safety & Health Course
  - o CGS Sec. 31-53b
  - o Special Notice – RE CGS 31-55a
- OPM Ethics Form 1, Gift and Campaign Contribution Certification (2 pages)
- OAG Nondiscrimination Certification, Rev. 07-08-2009 (1 page)

NOTE: All forms associated with these items must be completed and submitted by the selected prospective Contractor and returned with a signed PSA Contract form (prepared by the DEEP/WPMD for Contractor's signature) or brought with the Contractor to a Contract signing appointment with DEEP/WPMD Engineering Services or Business Office staff



Opportunity ★ Guidance ★ Support



# **THIS IS A PUBLIC WORKS PROJECT**

**Covered by the**

## **PREVAILING WAGE LAW**

**CT General Statutes Section 31-53**

**If you have QUESTIONS regarding your wages  
CALL (860) 263-6790**


Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

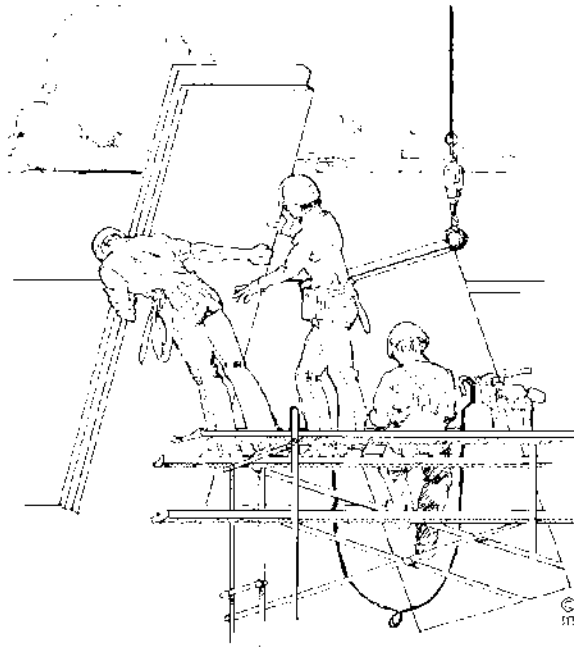
## ~NOTICE~

### TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached “Contracting Agency Certification Form” to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

 Inquiries can be directed to (860)263-6543.



CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION  
CONTRACT COMPLIANCE UNIT

*CONTRACTING AGENCY CERTIFICATION FORM*

I, \_\_\_\_\_, acting in my official capacity as \_\_\_\_\_,  
authorized representative title

for \_\_\_\_\_, located at \_\_\_\_\_,  
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with

\_\_\_\_\_, located at \_\_\_\_\_,  
project name and number address

shall be \$\_\_\_\_\_, which includes all work, regardless of whether such project  
consists of one or more contracts.

*CONTRACTOR INFORMATION*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Approximate Starting Date: \_\_\_\_\_

Approximate Completion Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Return To: Connecticut Department of Labor  
Wage & Workplace Standards Division  
Contract Compliance Unit  
200 Folly Brook Blvd.  
Wethersfield, CT 06109

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

CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION

**CONTRACTORS WAGE CERTIFICATION FORM**  
**Construction Manager at Risk/General Contractor/Prime Contractor**

I, \_\_\_\_\_ of \_\_\_\_\_  
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the \_\_\_\_\_  
Company Name  
\_\_\_\_\_  
Street  
\_\_\_\_\_  
City

and all of its subcontractors will pay all workers on the

\_\_\_\_\_  
Project Name and Number  
\_\_\_\_\_  
Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

\_\_\_\_\_  
Signed

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Return to:

Connecticut Department of Labor  
Wage & Workplace Standards Division  
200 Folly Brook Blvd.  
Wethersfield, CT 06109

*Rate Schedule Issued (Date):* \_\_\_\_\_

## Certified Payroll Form WWS - CPI

**You are here:** [DOL Web Site](#) › [Wage and Workplace Standards](#) › Certified Payroll Form WWS - CPI

In accordance with [Connecticut General Statutes, 31-53](#) Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.

**Note:** Once you have downloaded these forms and are ready to print them out, set the print function on your PC to the horizontal print orientation.

**Note2:** Please download both the Payroll Certification for Public Works Projects **and** the Certified Statement of Compliance for a complete package. The Certified Statement of Compliance appears on the same page as the Fringe Benefits Explanation page.

**Announcement: The Certified Payroll Form WWS-CPI can now be completed on-line!**

- [Certified Payroll Form WWS-CPI](#) (PDF, 727KB)
- [Sample Completed Form](#) (PDF, 101KB)

Published by the Connecticut Department of Labor, Project Management Office  
Last Updated: April 22, 2010



[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

## PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

**In accordance with Connecticut General Statutes, 31-53  
Certified Payrolls with a statement of compliance  
shall be submitted monthly to the contracting agency.**

**Connecticut Department of Labor  
Wage and Workplace Standards Division  
200 Folly Brook Blvd.  
Wethersfield, CT 06109**

## WEEKLY PAYROLL

[illegible]

OSHA 10 ~ ATTACH CARD TO 1ST CERTIFIED PAYROLL

**\*FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care \_\_\_\_\_ 4) Disability \_\_\_\_\_  
2) Pension or retirement \_\_\_\_\_ 5) Vacation, holiday \_\_\_\_\_  
3) Life Insurance \_\_\_\_\_ 6) Other (please specify) \_\_\_\_\_

**CERTIFIED STATEMENT OF COMPLIANCE**

For the week ending date of \_\_\_\_\_,

I, \_\_\_\_\_ of \_\_\_\_\_, (hereafter known as

Employer) in my capacity as \_\_\_\_\_ (title) do hereby certify and state:

**Section A:**

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such employee of the Employer is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such employee's name first appears.

\_\_\_\_\_  
(Signature) (Title) Submitted on (Date)

**Section B: Applies to CONNDOT Projects ONLY**

**That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.**

\_\_\_\_\_  
(Signature) (Title) Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CP1 as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

**\*\*\*THIS IS A PUBLIC DOCUMENT\*\*\***

**\*\*\*DO NOT INCLUDE SOCIAL SECURITY NUMBERS\*\*\***





**\*FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care Blue Cross 4) Disability \_\_\_\_\_  
2) Pension or retirement \_\_\_\_\_ 5) Vacation, holiday \_\_\_\_\_  
3) Life Insurance Utopia 6) Other (please specify) \_\_\_\_\_

**CERTIFIED STATEMENT OF COMPLIANCE**

For the week ending date of 9/26/09

I, Robert Craft of XYZ Corporation, (hereafter known as Employer) in my capacity as Owner (title) do hereby certify and state:

**Section A:**

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

a) The records submitted are true and accurate;

b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee in any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (b), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;

c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);

d) Each such employee of the Employer is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency.

e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and

f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA-The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such employee's name first appears.

Robert Craft owner 10/2/09  
(Signature) (Title) Submitted on (Date)

**Section B: Applies to CONNDOT Projects ONLY**

That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

Robert Craft owner 10/2/09  
(Signature) (Title) Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CPI as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

\*\*\*THIS IS A PUBLIC DOCUMENT\*\*\*  
\*\*\*DO NOT INCLUDE SOCIAL SECURITY NUMBERS\*\*\*

## **WAGE RATES**

### **STATE OF CONNECTICUT DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION**

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following pages are declared to be the prevailing rates and welfare payments and will apply only where the Contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or sub-contractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to every employee as part of their hourly wages.

*The consultant / preparer should request and obtain latest wage rates and latest versions of the following or items or substitutes or revisions thereof from the CT DOL / Wage and Workplace Standards Division and insert here:*

- *Contractors Wage Certification Form*
- *Weekly payroll certification forms, fringe benefits explanation, and sample completed forms*
- *Current prevailing hourly wage & benefit rates schedule*
- *Informational Bulletin – occupational classifications*
- *CT DOL Wage and Workplace Standards Division – Footnotes*
- *Notice to all mason contractors and interested parties ...*
- *Informational Bulletin – 10-hour OSHA Construction Safety & Health Course*
- *CGS Sec. 31-53b*
- *Special Notice – RE CGS 31-55a*

**Minimum Rates and Classifications for  
Heavy/Highway Construction**

ID#: 21-20016

**Connecticut Department of Labor  
Wage and Workplace Standards Division**

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: Griswold

Project Town: Griswold

State#: Griswold

FAP#: Griswold

Project: Repairs to Pachaug Pond Dam (Griswold) II

<b>CLASSIFICATION</b>	<b>Hourly Rate</b>	<b>Benefits</b>
1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	36.45	34.44
2) Carpenters, Piledrivermen	34.53	25.64
2a) Diver Tenders	34.53	25.64
3) Divers	42.99	25.64
03a) Millwrights	35.64	26.49
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	52.25	22.55
4a) Painters: Brush and Roller	35.62	22.55
4b) Painters: Spray Only	38.62	22.55
4c) Painters: Steel Only	37.62	22.55
4d) Painters: Blast and Spray	38.62	22.55
4e) Painters: Tanks, Tower and Swing	37.62	22.55



Project: Repairs to Pachaug Pond Dam (Griswold) II

5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	40.25	29.17+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	36.67	37.62 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	44.63	32.95
----LABORERS-----		
8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	31.0	22.15
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	31.25	22.15
10) Group 3: Pipelayers	31.5	22.15
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	31.5	22.15
12) Group 5: Toxic waste removal (non-mechanical systems)	33.0	22.15
13) Group 6: Blasters	32.75	22.15
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	32.0	22.15
Group 8: Traffic control signalmen	18.0	22.15
Group 9: Hydraulic Drills	29.3	18.90
----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.----		
13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	33.23	22.15 + a
13b) Brakemen, Trackmen	32.26	22.15 + a
----CLEANING, CONCRETE AND CAULKING TUNNEL----		

Project: Repairs to Pachaug Pond Dam (Griswold) II

14) Concrete Workers, Form Movers, and Strippers	32.26	22.15 + a
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15) Form Erectors	32.59	22.15 + a
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----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN  
FREE AIR:----

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	32.26	22.15 + a
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17) Laborers Topside, Cage Tenders, Bellman	32.15	22.15 + a
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18) Miners	33.23	22.15 + a
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----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----

18a) Blaster	39.72	22.15 + a
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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	39.52	22.15 + a
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20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	37.54	22.15 + a
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21) Mucking Machine Operator	40.31	22.15 + a
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----TRUCK DRIVERS----(\*see note below)

Two axle trucks	29.86	25.79 + a
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Three axle trucks; two axle ready mix	29.97	25.79 + a
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Three axle ready mix	30.03	25.79 + a
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Four axle trucks, heavy duty trailer (up to 40 tons)	30.08	25.79 + a
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Four axle ready-mix	30.13	25.79 + a
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Heavy duty trailer (40 tons and over)	30.35	25.79 + a
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Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	30.13	25.79 + a
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----POWER EQUIPMENT OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over, Tunnel Boring Machines. (Trade License Required)	42.45	25.30 + a
Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	42.11	25.30 + a
Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	41.32	25.30 + a
Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	40.91	25.30 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24	40.28	25.30 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	40.28	25.30 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	39.95	25.30 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24	39.59	25.30 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	39.17	25.30 + a
Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder).	38.71	25.30 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	36.54	25.30 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	36.54	25.30 + a
Group 12: Wellpoint Operator.	36.48	25.30 + a

Project: Repairs to Pachaug Pond Dam (Griswold) II

Group 13: Compressor Battery Operator.	35.86	25.30 + a
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Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	34.66	25.30 + a
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Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	34.23	25.30 + a
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Group 16: Maintenance Engineer/Oiler	33.54	25.30 + a
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Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	38.11	25.30 + a
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Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	35.53	25.30 + a
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**\*\*NOTE: SEE BELOW**

----LINE CONSTRUCTION----(Railroad Construction and Maintenance)---

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20) Lineman, Cable Splicer, Technician	48.19	6.5% + 22.00
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21) Heavy Equipment Operator	42.26	6.5% + 19.88
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22) Equipment Operator, Tractor Trailer Driver, Material Men	40.96	6.5% + 19.21
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23) Driver Groundmen	26.5	6.5% + 9.00
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23a) Truck Driver	40.96	6.5% + 17.76
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----LINE CONSTRUCTION----

24) Driver Groundmen	30.92	6.5% + 9.70
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25) Groundmen	22.67	6.5% + 6.20
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26) Heavy Equipment Operators	37.1	6.5% + 10.70
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27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
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**As of:** February 18, 2021

Project: Repairs to Pachaug Pond Dam (Griswold) II

28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45
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**Important Information:**

For use with Building, Heavy/Highway, and Residential

Welders: Rate for craft to which welding is incidental.

\*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.

\*\*Note: Hazardous waste premium \$3.00 per hour over classified rate.

**ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:**

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson
- 3) Cranes (under 100 ton rated capacity)

**Crane with boom including jib, 150 feet - \$1.50 extra.**

**Crane with boom including jib, 200 feet - \$2.50 extra.**

**Crane with boom including jib, 250 feet - \$5.00 extra.**

**Crane with boom including jib, 300 feet - \$7.00 extra.**

**Crane with boom including jib, 400 feet - \$10.00 extra.**

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

- Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of one apprentice in a specific trade.

**Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work**

- The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.
- Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.
- The annual adjustments will be posted on the Department of Labor's Web page: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us).
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.
- All subsequent annual adjustments will be posted on our Web Site for contractor access.

**Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage.**

- All Persons who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.
- All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)
- Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

***Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.***

## Information Bulletin

### *Occupational Classifications*

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53(d).

*Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.*

**Below are additional clarifications of specific job duties performed for certain classifications:**

- **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.



- **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILIENT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

- **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

- **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. ***\*License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.***

- **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. *\*License required by Connecticut General Statutes: R-1,2,5,6.*

- **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

- **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

- **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal)).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

- Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

- Laborer's Rate

1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ***\*License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.***

- **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. ***\*License required, crane operators only, per Connecticut General Statutes.***

- **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

- **SHEETMETAL WORKERS**

Fabricate, assemble, install and repair sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

- **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems.

***\*License required per Connecticut General Statutes: F-1,2,3,4.***

- **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are required to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. ***\*License required, drivers only, per Connecticut General Statutes.***

***For example:***

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

➤ *Any questions regarding the proper classification should be directed to:*  
*Public Contract Compliance Unit*  
*Wage and Workplace Standards Division*  
*Connecticut Department of Labor*  
*200 Folly Brook Blvd, Wethersfield, CT 06109*  
*(860) 263-6543.*

**Connecticut Department of Labor  
Wage and Workplace Standards Division  
FOOTNOTES**

- ⇒ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

**Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons**  
(Building Construction) and  
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

**Elevator Constructors: Mechanics**

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

**Glaziers**

- a. Paid Holidays: Labor Day and Christmas Day.

**Power Equipment Operators**  
(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

### **Ironworkers**

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

### **Laborers (Tunnel Construction)**

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

### **Roofers**

- a. Paid Holidays: July 4<sup>th</sup>, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

### **Sprinkler Fitters**

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

### **Truck Drivers**

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

November 29, 2006

**Notice**  
**To All Mason Contractors and Interested Parties**  
**Regarding Construction Pursuant to Section 31-53 of the**  
**Connecticut General Statutes (Prevailing Wage)**

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

**Forklift Operator:**

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

***Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.***

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.



# **Informational Bulletin**

## **THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE**

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is [http://www.osha.gov/fso/ote/training/edcenters/fact\\_sheet.html](http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html);
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

**THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.**

**Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions.** (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor 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.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

## STATUTE 31-55a

### - SPECIAL NOTICE -

**To: All State and Political Subdivisions, Their Agents, and Contractors**

**Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.**

*Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.*

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us). For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

**Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.**



## STATE OF CONNECTICUT

### GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

*Written or electronic certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2)*

#### INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

**CHECK ONE:**    ☐ Initial Certification    ☐ 12 Month Anniversary Update (Multi-year contracts only.)

☐ Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

#### GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "**Gift**" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

**CAMPAIGN CONTRIBUTION CERTIFICATION:**

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

**Lawful Campaign Contributions to Candidates for Statewide Public Office:**

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

**Lawful Campaign Contributions to Candidates for the General Assembly:**

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

\_\_\_\_\_  
Printed Contractor Name

\_\_\_\_\_  
**Printed Name of Authorized Official**

\_\_\_\_\_  
**Signature of Authorized Official**

**Subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

\_\_\_\_\_  
**Commissioner of the Superior Court (or Notary Public)**



**STATE OF CONNECTICUT**  
**NONDISCRIMINATION CERTIFICATION – Prior Resolution**  
**By Entity**  
**For Contracts Valued at \$50,000 or More**

*Documentation in the form of a corporate, company, or partnership policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

**INSTRUCTIONS:**

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Attach copy of previously adopted resolution (*State of CT, Nondiscrimination Certification, Form D: New Resolution*). Submit all documentation to the awarding State agency prior to contract execution.

**CERTIFICATION OF PRIOR RESOLUTION:**

I, the undersigned, am a duly authorized corporate officer or member of \_\_\_\_\_.  
Name of Entity

I have reviewed the attached prior resolution. I certify that:

- (1) the attached prior resolution complies with the nondiscrimination agreements and warranties of  
Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended; and
- (2) the prior resolution remains in full force and effect on the date this documentation is submitted to the  
awarding State agency.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**RESERVED FOR STATE USE**

I, the undersigned head of the awarding State agency, or designee, certify that the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

\_\_\_\_\_  
Signature of Agency Head (or designee)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Awarding State Agency



## SECTION II.C. ADDITIONAL INFORMATION – EXECUTION

- PSA Contract Template – Explanatory Cover Page, Form With Terms/Conditions, Rev 8/20/08 , and Placeholder Sheets (15 pages)
- SEEC Form 10 (3 pages)
- DOL Contracting Agency Certification and Contractor Information Form (2 pages)
- CT DEEP Affirmative Action Policy Statement (2 pages)
- CT DEEP Zero Tolerance Sexual Harassment Prevention Policy (2 pages)

## FORM OF PERSONAL SERVICES AGREEMENT CONTRACT

The attached Personal Services Agreement/Grant/Contract (“PSA”) form is the most current version prescribed by the CT Office of Policy and Management for use by Connecticut State agencies in the contracting with providers for the procurement of goods and services costing more than \$3,000.00. The attached form, with standard terms and conditions and placeholder pages describing sheets and appendices to be added, is a generic sample version for DEEP/WPMD construction contracts and is included with these Contract Documents for the prospective Contractor’s information only. It will be used as a template by the DEEP/WPMD to prepare and draft the separate final PSA Contract document for signing by the selected Contractor and Execution by the State.

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.

2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1)  
☐ ORIGINAL  
  
☐ AMENDMENT

(2) IDENTIFICATION #s.  
P.S.  
  
P.O.

CONTRACTOR

(3) CONTRACTOR NAME

(4) ARE YOU PRESENTLY A STATE EMPLOYEE?  
☐ YES ☒ NO

CONTRACTOR ADDRESS

CONTRACTOR FEIN/SSN

STATE AGENCY

(5) AGENCY NAME AND ADDRESS  
DEEP - \_\_\_\_\_, 79 Elm Street, Hartford, CT 06106-5127

(6) Dept No.  
DEP43000

CONTRACT PERIOD

(7) DATE (FROM) \_\_\_\_\_ THROUGH (TO) \_\_\_\_\_

(8) INDICATE  
☐ MASTER AGREEMENT ☐ CONTRACT AWARD NO. \_\_\_\_\_ ☒ NEITHER

COMPLETE DESCRIPTION OF SERVICE

(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)  
  
1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof.  
Appendix A consists of \_\_\_\_ pages numbered A-1 through A-\_\_\_\_ inclusive.  
  

Page 1 of 9

  
Standard Terms and Conditions are contained in Pages 2 through 9 and are attached hereto and made a part hereof.

COST AND SCHEDULE OF PAYMENTS

(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.  
  
Cost and Schedule of Payments is attached hereto as Appendix B, and made a part hereof. (Appendix B consists of \_\_\_\_ page(s) numbered B-1 through B-\_\_\_\_).  
  
Total Payments Not to Exceed the Maximum Amount of \$\_\_\_\_\_.

(11) OBLIGATED AMOUNT

(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS

(23) STATUTORY AUTHORITY  
CGS Sec. 4-8 as amended; CGS Sec. 22a-6(a)(2) as amended  
CGS Sec. 7-148(c) as amended (mun. auth.)

(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)

TITLE

DATE

(25) AGENCY (AUTHORIZED OFFICIAL)

TITLE

DATE

(26) ATTORNEY GENERAL (APPROVED AS TO FORM)

DATE

DISTRIBUTION:

CONTRACTOR

AGENCY

FUNDS AVAILABLE: \_\_\_\_\_

DATE: \_\_\_\_\_

1. Executive Orders. The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
2. Non-Discrimination.
  - (a) For the purposes of this Section, the following terms are defined as follows:
    - (1) "Commission" means the Commission on Human Rights and Opportunities;
    - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
    - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
    - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
    - (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
    - (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
    - (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
    - (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
    - (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
    - (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.
  - For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).
  - (b)
    - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
    - (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;
    - (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

- (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
- (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

### 3. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed

in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.

(f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party

(g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

4. State Liability The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

5. Definitions:

a. State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.

b. Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.

c. Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.

d. Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."

e. Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.

f. Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount exceeding three thousand dollars (\$3,000.00), by the authorized representative of the state Attorney General's office.

g. Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

h. Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.

i. Confidential Information. shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

j. Confidential Information Breach. shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

6. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.

7. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.

8. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

9. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
10. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
11. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outline in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
12. Set Aside. State funded projects are subject to the requirements of CGS Sec. 4a-60g "Set-Aside program for small contractors, minority business enterprises, individuals with disabilities and nonprofit corporations" unless exempted from these requirements by the Department of Administrative Services Supplier Diversity Program. For contracts using non-exempted funding sources and subcontracting any portion of work, contractors are required to subcontract 25% of the total contract value to small businesses certified by the Department of Administrative Services and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by the Department of Administrative Services.
13. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
14. State Audit (for grants only). The Contractor receiving federal funds must comply with the federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Contractor receiving state funds must comply with the Connecticut General Statutes §§ 7-396a and the State Single Audit Act, §§ 4-230 through 4-236 inclusive, and regulations promulgated thereunder. The Contractor agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. For purposes of this paragraph, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in Conn. Gen. Stat. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. Such records will be made available to the state and/or federal auditors upon request
15. Audit and Inspection of Plants, Places of Business and Records.
  - (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
  - (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
  - (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
  - (d) All audits and inspections shall be at the State's expense.
  - (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
  - (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
  - (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
16. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.

17. Affirmative Action and Sexual Harassment Policy. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
18. Campaign Contributions. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached *Notice to Executive Branch State Contractors of Campaign Contribution and Solicitation Limitations*.
19. Sovereign Immunity. The Parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section of this Contract, this section shall govern.
20. Termination.
- (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
  - (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
  - (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
  - (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
  - (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
  - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
  - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no Party shall have any further rights or obligations to any other Party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
  - (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.
21. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.



22. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
23. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
24. Forum and Choice of Law. The Parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
25. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
26. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
27. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
28. Confidential Information of the Contractor. The Agency will afford due regard to a written request from the Contractor for the protection of the Contractor's proprietary and/or confidential information and the Agency will endeavor to keep said information confidential to the extent permitted by law. However, all materials associated with a bid and/or this Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a written request, the Contractor shall delineate with specificity which materials provided by the Contractor to the Agency, and in Agency's possession, are deemed proprietary or confidential in nature and not, therefore, subject to release to third parties. Particular sentences, paragraphs, pages or sections of any document or Record that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Additionally, the Contractor shall provide the Agency with a detailed explanation of its rationale sufficient to justify each claimed exemption consistent with the FOIA. The rationale and explanation shall be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. Additionally, the Contractor shall specifically and clearly mark all claimed documentation as "CONFIDENTIAL." However, nothing in this provision shall impose upon the Agency or the State any obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief, to prevent disclosure of any information deemed confidential and/or proprietary by the Contractor that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. Nothing in this provision shall be deemed to impose upon the Agency or the State any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.
29. Protection of State Confidential Information.
- Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
  - Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
    - 1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

- 2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
  - 3) A process for reviewing policies and security measures at least annually;
  - 4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
  - 5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- c. The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
  - d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
  - e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.
30. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
  31. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
  32. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
  33. Tangible Personal Property.
    - (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
      - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
      - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
      - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
      - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
      - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
    - (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

(c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

34. [Non-Federal Match Documentation](#): For those sections listed in blue, delete if not using federal funding. If using federal funding, see federal award agreement for specific language requirements.
35. [Program Income](#):
36. [Allowable Costs](#):
37. [Entertainment Costs](#):
38. [Contract Work Hours and Safety Standards Act](#):
39. [Consultant Costs](#):
40. [Suspension and Debarment](#):
41. [Copeland "Anti-Kickback" Act](#):
42. [Davis Bacon Act](#):
43. [Hotel and Motel Fire Safety Act](#):
44. [Certifications Regarding Lobbying](#): (required only for contracts using \$100K or more in federal \$)
45. [Rights to Inventions](#):
46. [Energy and Environmental Conservation](#):
47. [Drug Free Workplace](#):
48. [Information Technology](#): see website for additional mandatory clauses and AG's checklist for IT contracts.

## **APPENDIX A**

### **SCOPE OF WORK**

**Purpose:** To . . .

**Description:** The Contractor agrees to conduct a project entitled: \_\_\_\_\_

- 1. Insert Specific Paragraph Title(s):** *[Insert paragraph(s) providing the following information: Who...is specifically doing the service? Include job titles of those involved and whether they are contractor staff, subcontractor or state agency staff. What...exactly is the contractor doing for the state? What steps are necessary and in what order? When...is each step to be conducted ? What are due dates for deliverables and any reports? Where...is the service to be provided ? dates, times, places? How...is each service to be provided? Include details as to how each step in the process is conducted. Take care to ensure that language is in contract format NOT proposal format (e.g. use Contractor shall vs. Contractor proposes to).]*
- 2. Budget:** *[Describe all applicable unit rates – per hour, per day, per consultation, etc. and conditional terms such as credits or refunds or cancellation.] [If an itemized budget is required, include the following language.]* The Contractor shall adhere to the budget which is included in this Contract on page \_\_\_\_.
- 3. Acknowledgement of Funding:** Any publication or sign produced or distributed or any publicity conducted in association with this Contract must provide credit to the \_\_\_\_\_ as follows: "Funding provided by the [*list grant program*] administered by the Connecticut Department of Energy and Environmental Protection (DEEP)."
- 4. Publication of Materials:** The Contractor must obtain written approval from DEEP's \_\_\_\_\_ prior to distribution or publication of any printed material prepared under the terms of this Contract.

Unless specifically authorized in writing by the State, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Contractor's products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

**5. ADA Publication Statement:**

For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or <mailto:deep.accommodations@ct.gov>

If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or [deep.accommodations@ct.gov](mailto:deep.accommodations@ct.gov) if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.

If the material(s) being published have a meeting or event associated with them, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or [deep.accommodations@ct.gov](mailto:deep.accommodations@ct.gov) if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number - 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program or event.

For videos that will be published on the DEEP website, the following ADA and Title VI statement and the following line should be included on the DVD cover and the title page of the video:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or [deep.accommodations@ct.gov](mailto:deep.accommodations@ct.gov).

This video with closed captioning is available at [www.ct.gov/deep](http://www.ct.gov/deep).

- 6. Submission of Materials:** For the purposes of this Contract, all correspondence, summaries, reports, products and extension requests shall be submitted to:

Department of Energy and Environmental Protection  
Water Planning and Management Division  
Project Manager  
79 Elm Street  
Hartford, CT 06106-5127

All **invoices** must include the PO #, PSA #, Project Title, DEEP Bureau/Division name, amount dates and description of services covered by the invoice, and shall be submitted to:

Department of Energy and Environmental Protection  
Water Planning and Management Division  
Project Manager  
79 Elm Street  
Hartford, CT 06106-5127

- 7. Permits:** No work shall commence until all required local, state and federal permits and approvals have been obtained by the Contractor.
- 8. Project Summaries:** Following Execution of this Contract, the Contractor shall provide summaries of project status to the [*bureau/division/program coordinator*] once every [*six months*] during the time in which this Contract is in effect. Such summaries shall include a brief description (1 or more pages) indicating the work completed to date and the anticipated project completion date if different from the current Contract expiration date.
- 9. Extensions/Amendments:** Formal written amendment of the Contract is required for extensions to the final date of the Contract period and changes to terms and conditions specifically stated in the original Contract and any prior amendments, including but not limited to:
- a. revisions to the maximum Contract payment,
  - b. the total unit cost of service,
  - c. the contract's objectives, services, or plan,
  - d. due dates for reports,
  - e. completion of objectives or services, and
  - f. any other Contract revisions determined material by DEEP.

If it is anticipated that the project cannot be completed as scheduled, a no-cost extension must be requested in writing no later than 60 days prior to the expiration date of the contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. If deemed acceptable, approval will be received in the form of a contract amendment.

- 10. Final Report:** Within 30 days of the expiration date of this Contract, the Contractor shall submit to the \_\_\_\_\_, a Final Report including documentation, satisfactory to the Commissioner, demonstrating that all the elements of Appendix A have been met including, but not limited to, [*INSERT SPECIFIC LANGUAGE*].
- 11. Final Financial Report:** Within 30 days of the expiration date of this Contract, the Contractor shall submit a Final Financial Report to the \_\_\_\_\_, with supporting documentation sufficient to demonstrate expenditures identified in the project proposal. Amounts spent on specific items such as [*DETAILS*] must be included. A sample format is attached as Appendix C.

**APPENDIX B**  
**SCHEDULE OF PAYMENTS**

The maximum amount payable under this Contract is  
\_\_\_\_\_ dollars (\$\_\_\_\_\_).

The payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this Project, prior to expiration of this Contract, and shall be scheduled as follows provided that the total sum of all payments shall not exceed the maximum Contract amount noted above.

- a. \_\_\_\_\_ following completion of \_\_\_\_\_. [*This may include several "phases or series of deliverables. May be invoiced on a periodic basis (monthly, quarterly, etc.) Be specific on when payments will be made and what documentation needs to accompany the invoice.*]
- b. remainder following completion of Project to the Commissioner's satisfaction, review and approval of a Final Report and associated documentation demonstrating that all the elements of Appendix A have been met. Payment shall be processed contingent upon receipt of detailed invoices with any required supportive documentation, subject to review and approval by DEEP. Total sum of all payments shall not exceed total Project costs.

Should total Projects costs be less than the amount of payments made, any remaining funds must be refunded to the Connecticut Department of Energy and Environmental Protection through a check made payable to "\_\_\_\_\_" within 90 days of the Contract expiration date.

**APPENDIX C**

**SAMPLE FINAL FINANCIAL REPORT**

**Contractor Name:** \_\_\_\_\_

**PSA #:** \_\_\_\_\_

<b>DESCRIPTION</b>	<b>Award Costs</b>	<b>Other (Matching) Costs (if applicable)</b>	<b>Total Costs</b>
<b>Salaries</b>			
<b>Fringe @ _____ %</b>			
<b>Travel</b>			
<b>Contractual (specify)</b>			
<b>Equipment</b>			
<b>Printing</b>			
<b>Materials &amp; Supplies</b>			
<b>Other (specify)</b>			
<b>Totals</b>			



# SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

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## Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

### *Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents*

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

### DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

### PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

### CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

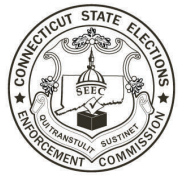
The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

# SEEC FORM 10

## CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

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### DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

# SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

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## ACKNOWLEDGEMENT OF RECEIPT

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE (mm/dd/yyyy)

### NAME OF SIGNER

First Name

MI

Last Name

Suffix

### TITLE

### COMPANY NAME

Additional information may be found on the website of the State Elections Enforcement Commission,

[www.ct.gov/seec](http://www.ct.gov/seec)

Click on the link to "Lobbyist/Contractor Limitations"


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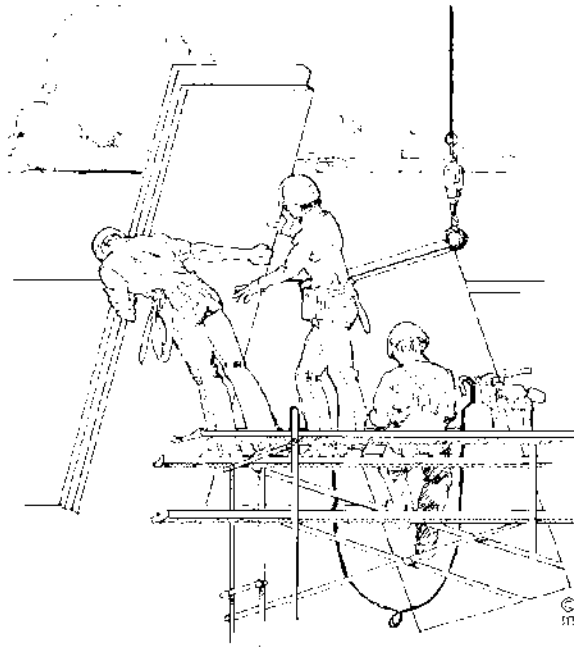
## ~NOTICE~

### TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached “Contracting Agency Certification Form” to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

 Inquiries can be directed to (860)263-6543.



CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION  
CONTRACT COMPLIANCE UNIT

*CONTRACTING AGENCY CERTIFICATION FORM*

I, \_\_\_\_\_, acting in my official capacity as \_\_\_\_\_,  
authorized representative title

for \_\_\_\_\_, located at \_\_\_\_\_,  
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with

\_\_\_\_\_, located at \_\_\_\_\_,  
project name and number address

shall be \$\_\_\_\_\_, which includes all work, regardless of whether such project  
consists of one or more contracts.

*CONTRACTOR INFORMATION*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Approximate Starting Date: \_\_\_\_\_

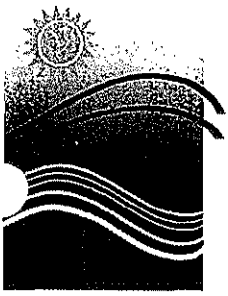
Approximate Completion Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Return To: Connecticut Department of Labor  
Wage & Workplace Standards Division  
Contract Compliance Unit  
200 Folly Brook Blvd.  
Wethersfield, CT 06109

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



Connecticut Department of

**ENERGY &  
ENVIRONMENTAL  
PROTECTION**

**AFFIRMATIVE ACTION POLICY STATEMENT**

It is the policy of the Department of Energy and Environmental Protection (DEEP) to provide its programs and services in a manner that is consistent with State and Federal laws that prohibit discrimination and harassment based on a person's legally protected status which includes race, color, religious creed, age, sex, marital status, national origin, ancestry, intellectual disability, physical disability, learning disability, sexual orientation, gender identity, present or past history of mental disability, genetic information or prior conviction of a crime, unless there is a bona fide occupational qualification excluding persons in one of the above protected groups.

Harassment means any unwelcome conduct when: (A) submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment; (B) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (C) when such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Affirmative action is positive action undertaken with conviction and effort to overcome the present effects of past practices, policies or barriers to equal employment opportunity and to achieve the full and fair participation of women, Blacks and Hispanics, and any other groups that have been found historically to be underutilized in the workforce or affected by policies or practices having an adverse impact. The purpose of affirmative action is to achieve equal employment opportunity in all aspects of the employment process. Equal employment opportunity is the employment of individuals without consideration of their protected group status, as required by State and Federal laws and regulations.

As the Commissioner of the DEEP, I acknowledge the purpose and need for affirmative action and equal employment opportunity, and I pledge my commitment to achieve the full and fair participation of women, people of color, people with disabilities and other groups that have been historically disadvantaged in our workforce in all aspects of the employment process including recruitment, selection, hiring, training, promotion, benefits, compensation, layoffs, and terminations.

As stated by the U.S. Supreme Court, discrimination not only refers to situations in which intended discrimination has occurred, but also includes practices, criteria, and procedures which appear neutral but have a discriminatory effect on classes of individuals protected against employment discrimination. Accordingly, the DEEP pledges to periodically review its policies and procedures to identify and eliminate any barriers to the full representation of members of protected groups in its workforce as compared to their availability in the labor market.

Affirmative action and equal opportunity are immediate and necessary objectives for the DEEP, therefore, I pledge my commitment to comply with all Federal and State constitutional provisions, laws, regulations, guidelines, and executive orders that prohibit discrimination (see attached listing). The DEEP also recognizes the hiring difficulties experienced by people with physical disabilities and older persons. Therefore, we will take the necessary steps to identify and

79 Elm Street • Hartford, CT 06106-5127

[www.ct.gov/deep](http://www.ct.gov/deep)

*Affirmative Action/Equal Opportunity Employer*

38-22

overcome areas of underutilization of such persons in our workforce and to achieve their full and fair participation in our programs and services.

The DEEP will not knowingly do business with any contractor, sub-contractor, bidder or supplier of materials who discriminates against members of a protected class, and will actively solicit services from businesses owned by persons with disabilities, minorities and women.

Complaints alleging violation of this policy must be filed with the Affirmative Action Office within 30 days of the alleged violation and/or with the Commission on Human Rights and Opportunities (CHRO) within 180 days of the alleged discriminatory action. Complaints filed with CHRO must be submitted to the office which serves the town where the alleged discriminatory action took place. The CHRO offices are listed in the Affirmative Action Complaint Procedure.

This policy also protects employees and applicants from retaliation for filing and/or participating in the investigation of a complaint alleging discrimination. All employees are expected to cooperate fully with all administrative complaint investigations and any actions taken by the DEEP as a result of such investigations.

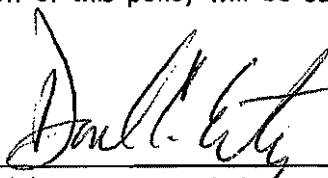
As the appointing authority for DEEP, I have the responsibility to implement an effective Affirmative Action Plan as a tool to achieve equal employment objectives and as a mechanism to prevent and eliminate discrimination. Therefore, I am committed to making a good faith effort to achieve a successful affirmative action program, and I will hold managers and supervisors accountable for their compliance with the goals and objectives established.

I have assigned the responsibility to implement our affirmative action goals and objectives to Marcia Z. Bonitto, EEO Manager. Ms. Bonitto may be contacted at 79 Elm Street, 3<sup>rd</sup> floor, Hartford, CT 06106, or at (860) 424-3051, or via e-mail at [Marcia.Bonitto@ct.gov](mailto:Marcia.Bonitto@ct.gov).

This policy statement will be given annually to staff and will be posted at all agency locations. Any employee found to be in violation of this policy will be subject to appropriate disciplinary action up to and including termination.

11/16/12

Date

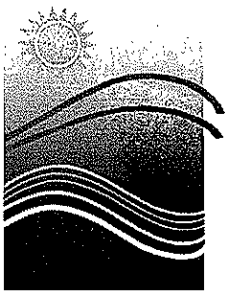


Daniel C. Esty, Commissioner

Attachments

Revised 1/9/12





Connecticut Department of

## ENERGY & ENVIRONMENTAL PROTECTION

### THE DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION ZERO TOLERANCE SEXUAL HARASSMENT PREVENTION POLICY

In accordance with Title VII of the Civil Rights Act of 1964, 42 United States Code Section 200e, et seq., as amended, as well as Section 46a-60(a) (8) of the Connecticut General Statutes, it is the established policy of the Department of Energy and Environmental Protection (DEEP) to provide equal employment opportunity in all aspects of the employment process without consideration to an individual's sex. Sexual harassment is illegal. It is a form of discrimination based on a person's sex and it undermines the integrity of the workplace and the personal dignity of the individual. The definition of sexual harassment includes harassment based on a person's gender identity or sexual orientation.

Sexual harassment is defined by Connecticut State law as any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when: (A) submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment, (B) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (C) when such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Prohibited conduct includes, without limitation:

- Sexual flirtation, propositions or threats;
- Lewd comments;
- Using crude and offensive language, or sexually explicit jokes;
- Unwanted or inappropriate touching such as patting, pinching or hugging;
- Sexual gestures;
- Use or display of sexually suggestive photographs, objects or pornographic pictures;
- Obscene noises or leering;
- While in a supervisory position, condoning or ignoring sexual harassment of which one has knowledge or has reason to have knowledge; and
- Derogatory comments about another person's sex, gender or sexual orientation.

The Department of Energy and Environmental Protection is committed to maintaining a work environment free of **all forms of discrimination including** sexual harassment and will not tolerate any behavior that may violate this policy. Supervisory personnel and all other employees are directed to adhere to this policy, to familiarize themselves with the laws and statutes stated, and to be receptive to complaints made by afflicted personnel. The DEEP further prohibits sexual harassment in any form whether in the workplace, at assignments outside the workplace, at work sponsored functions, or elsewhere. Off-duty or non-duty behavior that affects the workplace may also be considered sexual harassment. Sexual harassment by employees against non-employees is also prohibited. Employees should be aware that some forms of sexual harassment may be subject to civil or criminal penalties. More importantly, anyone found to be in violation of this policy will be subject to appropriate disciplinary action up to and including termination.

Complaints alleging a violation of this policy must be filed with the Affirmative Action Office within 30 days of the alleged violation and/or with the Commission on Human Rights and Opportunities (CHRO) within 180 days of the alleged discriminatory action. Complaints filed with CHRO must be submitted to the office which serves the town where the alleged discriminatory action took place. The CHRO offices are listed in the Affirmative Action Complaint Procedure.

This policy also protects employees, applicants, and program participants from retaliation for filing and/or participating in the investigation of a complaint alleging discrimination. All employees are expected to cooperate fully with all administrative complaint investigations and any actions taken by the DEEP as a result of such investigations.

The remedies available to victims of sexual harassment include the following: cease and desist orders, back pay, compensatory damages, and hiring/promotion or reinstatement. At no time will the internal investigation of a complaint be terminated or suspended because the complainant has filed a complaint with the CHRO or the Equal Employment Opportunity Commission or any similar enforcement agency.

To ensure that all employees are aware of the DEEP commitment to provide a work environment free of all forms of harassment, this policy will be posted on all bulletin boards and educational workshops will be conducted for staff, as needed. It will also be distributed once a year to all employees. Supervisors are responsible for making their employees aware of this policy. The determination of whether violation of this policy has occurred will be made from the facts and the context in which the alleged incident(s) took place.

Contractors, suppliers, consultants, or any other agency we do business with must comply with all applicable State and Federal Laws and Regulations protecting persons against sexual harassment.

  
Daniel C. Esty, Commissioner

3/21/13  
Date

I, \_\_\_\_\_, certify that this policy was discussed with  
Supervisor (Print Name) and Signature

\_\_\_\_\_  
Employee (Print Name) and Signature

\_\_\_\_\_  
Date

Please indicate if this is a \_\_\_\_\_ permanent employee or \_\_\_\_\_ seasonal employee.

**The employee by signing this policy statement acknowledges that it was discussed with him/her, and that he/she understands it. THIS STATEMENT IS AVAILABLE IN LARGE PRINT OR ON AUDIOTAPE FROM THE AFFIRMATIVE ACTION OFFICE BY CALLING (860) 424-3051.**

### **PART III- CONSTRUCTION**

	<u>Page</u>
SECTION III.A. Conditions	S-III-A
SECTION III.B. Specifications	S-III-B

SECTION III.A. CONDITIONS

Page(s)

- General Conditions

GC-1 – GC-21

- Supplemental Conditions

SC-1 – SC-10

- Dam Safety Permit

*(8 page)*

## **GENERAL CONDITIONS**

### **Index To The General Conditions of a Construction Contract**

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2 .....	WORK TO BE PERFORMED .....	GC-6
3 .....	INTENT OF DOCUMENTS .....	GC-6
4 .....	ALL WORK SUBJECT TO THE CONTROL OF THE COMMISSIONER	GC-6
5 .....	AUTHORITY OF THE CONSTRUCTION INSPECTOR .....	GC-6
6 .....	CONDITIONS OF WORK .....	GC-7
7 .....	PLANS AND SPECIFICATIONS AT THE SITE .....	GC-7
8 .....	STANDARD SPECIFICATIONS .....	GC-8
9 .....	COMMENCEMENT AND COMPLETION OF THE WORK .....	GC-8
10 .....	LIQUIDATED DAMAGES .....	GC-8
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## 1. **DEFINITIONS**

Whenever the following terms, or pronouns in place of them, are used, the intent and meaning shall be as follows:

- A. Additional or Deleted Work: Work required by the Commissioner which, in the judgment of the Commissioner, involves any addition to, deduction from or modification of the Work required by the Contract Documents. See Article # 15 - Change Orders/Compensation herein.
- B. Additional Insured: An assured party specifically named under an insurance policy that is not automatically included as an Insured under the policy of another, but for whom the named Insured's policy provides a certain degree of protection. An endorsement is typically required to effect additional insured status.
- C. Bid Bond: A surety bond in an amount stated as a percentage of the Bid, executed by the Bidder as Principal and by a surety insurer licensed by the Connecticut Insurance Department, to guarantee that the Bidder will enter into a contract within the specified time and furnish the required bond as mandated by Connecticut General Statute (CGS) Section 4b-92.
- D. Bidder: An individual, partnership, firm, corporation or other business organization submitting a bid on the Proposal Form for the Work contemplated.
- E. Bid Proposal Form: The form on which the bidder is to submit a bid for the Work contemplated.
- F. Bid Security: The Bid Bond submitted with the Bid Proposal Form, which provides that the Bidder, if awarded the Contract, will execute the Contract in accordance with the requirements of the Contract Documents and guarantee payment of damages up to the stated amount of the Bid Bond, which damages may result from failure to so execute.
- G. Change Order: Written authorization signed by the Commissioner, authorizing a modification, addition or reduction or deletion in the Work, an adjustment in the monetary value of a Contract Work Item or Items, or an adjustment in the Contract Work Time.
- H. Commissioner: The Commissioner of the Department of Energy & Environmental Protection or designee, acting directly or through specifically authorized DEEP personnel.
- I. Construction Inspector: An employee of the Department of Energy & Environmental Protection, or its Project Engineer, duly authorized to perform duties listed in Article # 5 - Authority of the Construction Inspector herein.
- J. Contract Documents: The Invitation to Bid, Proposal Form, Wage Rates, Notice to Bidders, these General Conditions, Supplemental Conditions, Technical Specifications, Plans, Contract, Bonds and Insurance Certificates, all of which shall constitute the Contract.
- K. Contract Execution Date: The date the Contract is approved by the Attorney General's office.
- L. Contract Expiration Date: The date by which all construction, post construction and administrative actions must be completed. This is not the Work End Date.
- M. Contract Period: The period from the Contract Execution Date continuing until the Contract Expiration Date.

- N. Contract Work Time: The Contract Work Time is the number of calendar days, allotted in the bidding documents, for execution and completion of the Work, including adjustments authorized by Change Order. The Contract Work Time is the sum of all working and non-working calendar days and will be reiterated in the Notice to Proceed.
- O. Contractor: An individual, partnership, firm or corporation, under direct Contract with the Department of Environmental Protection, responsible for performing the Work under the Contract Documents.
- P. DEEP: Department of Energy & Environmental Protection.
- Q. Equal: The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the Commissioner.
- R. Execution: The Contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount exceeding three thousand dollars (\$3,000.00), by the authorized representative of the state Attorney General's office.
- S. Final Contract Value: The final approved total monetary value of the completed Contract Work based on the unit prices bid multiplied by the actual final measured quantities for unit price work items, completed Lump Sum work items, and as adjusted by approved Change Order(s).
- T. WPMD: The Water Planning and Management Division of the Bureau of Water Protection and Land Reuse of the Department of Energy & Environmental Protection.
- U. WPMD Department Representative: The WMPD Staff designated to manage this Contract.
- V. WPMD Director: The Director of the Water Planning and Management Division of the Bureau of Water Protection and Land Reuse of the Department of Energy & Environmental Protection.
- W. Labor and Material Bond: A bond in which the Contractor and the Contractor's surety guarantee to the DEP that the Contractor will pay for labor and materials furnished for use in the performance of the Contract, as required by Connecticut General Statute Section 49-41.
- X. Liquidated Damages: A sum established in the Contract Documents, as a fixed sum per day, as a measure of damages for extra Contract inspection and administration costs to be paid to the DEP if a Contractor fails to complete the Work by the Work End Date.
- Y. Lump Sum: An item or category priced as a whole rather than broken down into its elements.
- Z. Notice to Proceed: Following Contract approval by the Attorney General's office, written Notice to Proceed will be issued by the Commissioner, to the Contractor authorizing the Contractor to proceed with the Work. The Notice to Proceed will establish the Work Start Date and Work End Date based on the Contract Work Time.
- AA. Performance Bond: A surety bond in which the Contractor and the Contractor's surety insurer guarantee to the Commissioner that the Work will be performed in accordance with the Contract Documents, as required by Connecticut General Statute Section 49-41.



- BB. Plans or Drawings: All plans, drawings, reproductions of drawings, and appurtenances pertaining to the construction of the Work.
- CC. Principal Superintendent: The employee of the Contractor who was identified on the bidding documents as available to oversee this contracted work and who has overall charge of the construction activities at the site of the Work.
- DD. Project Engineer: An employee of the DEEP or a person, partnership, corporation or other business organization under Contract with the DEEP, commissioned to perform construction administration and inspection duties during construction.
- EE. Project Specific Conditions: These are Supplemental Conditions applicable to specific and special requirements and conditions of the project.
- FF. Properly Executed Invoice: Following the Commissioners approval and signature of periodic payment invoice and the invoice being date stamped in the DEEP Bureau of Financial and Support Services a periodic payment invoice shall be deemed a properly executed invoice.
- GG. Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which provide additional detail of portions of the Work. The Shop Drawing submission and review process is specified in Article # 11 - Shop Drawings, Catalog Cuts and Samples herein.
- HH. Special Risk Insurance: Coverage designed to provide financial protection against risks or hazards of a special or unusual nature.
- II. Subcontractor: A person, partnership, corporation or other business organization under direct contract with the Contractor supplying labor and/or materials for the Work.
- JJ. Supplemental Conditions: Supplementary general and project specific conditions and requirements which extend and modify the General Conditions to apply to any and all portions of Work under the Contract.
- KK. Technical Specifications: The description, provisions and other requirements pertaining to the method and manner of performing the Work specified under each Work Item and pertaining to the quantities and quality of materials to be furnished under the Contract and methods of measurement and payment.
- LL. Total Bid Amount: The cost summation of the Contract lump sum bid items plus the unit priced bid items based on the estimated quantities of work for the unit priced items that are shown on the proposal form.
- MM. Unit Price: A Contract per-unit price corresponding to the unit used to measure the completed and accepted quantity of an item for payment in accordance with the Contract.
- NN. Work: The construction and services required by the Contract Documents, and including all plant, labor, materials, services, supplies, equipment and other facilities provided or to be provided by the Contractor to fulfill the Contractor's obligations for completion of all the Work Items under the terms of the Contract.

- OO. Work Item: The specific construction and services required by the Contract Documents for which a separate description and payment method is provided on the Proposal Bid Form and in the Technical Specifications.
- PP. Work Start Date: The date work is to begin as established in the Notice to Proceed.
- QQ. Work End Date: The date work is to be completed as established in the Notice to Proceed unless adjustments to the Contract Work End Date are authorized by approved change orders.

## **2. WORK TO BE PERFORMED**

The Work to be performed by the Contractor consists of furnishing all necessary plant, materials, equipment, supplies, labor and transportation, including fuel and water, necessary to perform all Work as required by the Contract Documents in strict accordance with the Technical Specifications, Plans and Construction Progress Schedules, all of which are made a part hereof, and including any supplemental detail drawings as may be furnished from time to time during the prosecution of the Work in explanation of said Plans.

## **3. INTENT OF DOCUMENTS**

The Technical Specifications, with the accompanying Plans, are intended to describe and illustrate all materials and labor necessary to complete the Work.

## **4. ALL WORK SUBJECT TO CONTROL OF THE COMMISSIONER**

- A. In the performance of the Work, the Contractor shall abide by all orders, directions and requirements of the Commissioner.
- B. The Commissioner shall determine the amount, quality, acceptability and fitness of all parts of the Work, shall interpret the Plans, Technical Specifications, Contract Documents and Change Orders and shall decide all other questions in connection with the Work.
- C. Only the Commissioner can act in matters involving revoking, altering, enlarging or relaxing any requirement of the Contract Documents. Change Orders must be authorized by the Commissioner and shall be guided by the provisions of Article 15 - Change Orders/Compensation herein.
- D. The Contractor shall use no plant, equipment, materials, methods or workers to which the Commissioner objects and shall remove no plant, materials, equipment or other facilities from the site of the Work without the permission of the Commissioner. Upon request, the Commissioner will confirm any oral order, direction, requirement or determination in writing.
- E. During the progress of the Work, the Contractor's Principal Superintendent who was identified on the bidding documents as available for this Work, and other identified workers shall remain on the job unless found to be unsatisfactory to the Commissioner. The Principal Project Superintendent shall be explicitly familiar with the Contract Documents, Specifications and Plans.

## **5. AUTHORITY OF THE CONSTRUCTION INSPECTOR**

- A. The Construction Inspector employed by the DEEP or its Project Engineer, under the supervision of the Project Engineer or WPMD Department Representative, shall inspect all Work done and

materials furnished for conformance to the Contract Documents. The Construction Inspector is authorized to reject all Work found to be defective, unacceptable and nonconforming to the Contract Documents. Such inspections and rejections may extend to all or any part of the Work, and to the preparation or manufacture of the materials to be used.

- B. The Construction Inspector is not empowered to revoke, alter, enlarge or relax any requirements of the Contract Documents, or to issue instructions contrary to the Contract Documents. The Construction Inspector shall in no case act as foreman or perform other duties for the Contractor, nor shall the Construction Inspector interfere with the management of the Work by the Contractor. Any advice which the Construction Inspector may give the Contractor shall in no way be construed as binding the DEEP in any way, nor releasing the Contractor from fulfillment of the terms of the Contract documents.
- C. In any dispute arising between the Contractor and the Construction Inspector with reference to inspection or rejection of the Work, the Construction Inspector may suspend work on the non-compliant portion of the Work until the dispute can be referred to and decided by the Commissioner.

## **6. CONDITIONS OF WORK**

- A. The Contractor shall carefully examine and study the conditions under which the Work is to be performed, the site of the Work, the seasonal items, constraints, water control requirements, the Plans and Technical Specifications, the form of the Contract, the General Conditions, the Supplemental Conditions, the Bonds and all other Contract Documents associated with the Work contemplated; and it will be assumed that the Contractor is satisfied as to all the requirements of the Contract Documents.
- B. The Contractor shall verify all dimensions and obtain all necessary measurements at the site. Any deterrent conditions at the site of the contemplated work, which are and were obvious and apparent during examinations of the site but are not indicated on the Plans shall be corrected by the Contractor without additional compensation.
- C. In performing the Work, the Contractor must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor, nor any inordinate disruption with the normal routine of the DEEP operating at the site.
- D. No claims for additional compensation will be considered when additional costs result from conditions made known to, discovered by, or which should have been discovered by, the Contractor prior to bidding.
- E. No claims for additional compensation will be considered when additional costs result from cold weather conditions or rising water, unless specifically authorized in the Technical Specifications.

## **7. PLANS AND SPECIFICATIONS AT THE SITE**

The Contractor shall maintain in good order at the work site two (2) copies of all Plans, Contract Documents, addenda, approved Shop Drawings, Change Orders and other modifications, schedules and instructions. At least one copy is to be marked to record all changes made during construction. These shall be available at all times to the Project Engineer and the Commissioner. At the conclusion of construction, the Contractor shall turn one (1) marked up / corrected set over to the Project Engineer.

## **8. STANDARD SPECIFICATIONS**

All references made to Standard Specifications and Plans refer to the latest editions in effect at the date of the proposal. The Connecticut Department of Transportation's ("CT DOT") Standard Specifications for Roads, Bridges and Incidental Construction, Form 817, original version dated 2016, as modified by subsequent supplements thereof, shall apply and be considered a part of this Specification as though it were bound herein, unless specifically noted otherwise. The Standard Specification is available on line at [www.ct.gov/dot](http://www.ct.gov/dot) under "Publications".

## **9. COMMENCEMENT AND COMPLETION OF THE WORK**

- A. The Work shall start upon the Work Start Date as given in the Notice to Proceed or thereafter. The Contractor shall complete all the Work within the number of days specified in the Contract Work Time as stated in the Notice to Proceed and on the Proposal Form.
- B. Time is of the essence with respect to the Contract Work Time. By executing the Contract, the Contractor confirms and agrees that the Contract Work Time is a reasonable number of calendar days to perform the Work and that the work will be completed by the Work End Date. The Contractor may plan to complete the Work in less time than the Contract Work Time.
- C. If the Contractor is delayed at any time in the progress of the Work by acts of God such as fire or flood or any action, injunction or stop order issued by any court, judge or officer of the court or any other court action beyond the DEEP's control, then the Contract Work Time may be increased by Change Order for such reasonable time as demonstrated by the Contractor's schedule and as the Commissioner may determine that such event has delayed the Work. To receive consideration, the Contractor shall submit a request for Change Order in writing, with a full statement of the reasons thereof, within (7) seven days of the occurrence of the delay. In any event, the granting of additional Contract Work Time shall be solely within the discretion of the Commissioner.
- D. There will be no winter shutdown and related time extension for this project. If weather conditions occur that cause unsafe working conditions and the Contractor has to cease operations for a period of time, then the Contractor may, after the shutdown, submit in writing a request for additional contract time as outlined in Article #9 subparagraph C above.
- E. Except as otherwise may be provided herein, increases in the Contract Work Time shall be the Contractor's sole remedy for delays outlined in Article #9 subparagraph C. above. No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance in the orderly progress of the Work caused by the causes outlined in Article # 9 subparagraph C. herein.
- F. Any increase in the Contract Work Time shall be by Change Order pursuant to Article # 15 - Change Order/Compensation herein.

## **10. LIQUIDATED DAMAGES**

Time is an essential element of the Contract. It is important that the project be pressed vigorously to completion. The cost to the DEEP of the administration of the Contract, including engineering, inspection and supervision, will also be increased as the time for project completion is lengthened. Therefore for each calendar day that the work shall remain uncompleted after the Contract Work time has expired, the per diem sum of liquidated damages specified in the Supplemental Conditions under Project Specific Conditions paragraph 2.J herein, shall be deducted from any money due the

Contractor. Liquidated damages are not a penalty, but are a reasonable estimate of the damages caused by such delay. There will be no bonus or additional funds offered to the Contractor because of the Contractor's decision to complete the project before the end of the Contract Work Time.

The Commissioner has the right to deduct the amount of the liquidated damages assessed against the Contractor from any estimated payment for work performed under the Contract or to recover such sums by process of law.

- A. The Liquidated Damages, provided for in the Bidding Documents, will be assessed against the Contractor for each day beyond the current Work End Date needed for completion of the Work.
- B. The Liquidated Damages or any portion thereof may be waived at the sole discretion of the Commissioner.
- C. No payment by the DEEP, either partial or final, shall be construed to waive the Commissioner's right to seek Liquidated Damages.

#### **11. SHOP DRAWINGS, CATALOG CUTS AND SAMPLES**

- A. Shop drawings, catalog cuts and samples shall be submitted in the number of copies and manner as directed by the Technical Specifications and shall show all work and materials in detail. Details on the shop drawings shall be large scale and/or full size.
- B. The Contractor shall review the shop drawings, catalog cuts and samples, stamp with approval and submit them with such promptness and in orderly sequence to the Project Engineer as to cause no delay in the Work. Shop drawings, catalog cuts and samples shall be properly identified as specified for item, material, workmanship (when required), and project. At submission, the Contractor shall inform the Project Engineer, in writing, of any deviation in the shop drawings, catalog cuts and samples from the requirements of the Contract Documents.
- C. The Project Engineer shall review shop drawings, catalog cuts and samples with reasonable promptness but only for conformance with the design concept of the project and with the information given in the Contract Documents.
- D. The Contractor shall make any corrections required by the Project Engineer and shall resubmit the required number of corrected copies of shop drawings, catalog cuts and samples.
- E. The Project Engineer's review and approval of shop drawings, catalog cuts and samples will be general only and shall not relieve the Contractor of responsibility for errors in dimensions, for construction and fit, or for any departure from the Contract requirements unless such departure has received the Commissioner's written approval.
- F. No work governed by shop drawings, catalog cuts or samples shall be fabricated, delivered or installed until final approval by the Commissioner is obtained.

#### **12. SEPARATE CONTRACTS**

- A. The Commissioner reserves the right to perform work in connection with the Contract with its own forces, or to let separate contracts relating to the Work site or for work on adjoining sites. In such cases, the Contractor shall afford such parties reasonable opportunity for storage of materials and equipment and for the installation of their work.

- B. Contractors working in the same vicinity shall cooperate with one another and, in case of dispute, the decision of the Commissioner shall be complied with by all contractors involved.
- C. The Contractor shall assume all liability, financial or otherwise, in connection with this Contract and shall protect and hold harmless the DEEP from any and all damages or claims that may arise because of inconvenience or delay which the Contractor may cause other contractors. If the Contractor experiences a loss because of the presence and operations of other contractors working adjacent to or within the limits of the same project, the Contractor shall bear such loss.
- D. In no event shall the DEEP be responsible for any claim or damages that are the result of the Contractor's failure to coordinate the Work with any contractor or subcontractor.

**13. USE OF PREMISES, SPECIAL WORKING CONDITIONS**

- A. The Contractor shall confine the Contractor's apparatus, storage of materials, supplies, equipment and operations to the areas bounded by the Contract and grading limits, and as directed by the Project Engineer.
- B. Parking for Contractor's employees will be limited to an area designated by the Project Engineer.
- C. Existing walks, driveways and parking areas shall be kept free and clean at all times. Any damage to these areas caused by the Contractors activities shall be repaired to the same or better condition prior to the completion of the work at the site.

**14. QUALITY CONTROL**

The Contractor shall establish and maintain quality control for all items set forth herein. The Contractor shall record on daily reports any problems in complying with statutes, laws, regulations and ordinances and the corrective actions that were taken.

**15. CHANGE ORDERS/COMPENSATION**

- A. If such Change Orders make the Work less expensive for the Contractor, the proper deductions shall be made from the applicable Work Items and will reflect in the Final Contract Value, said deductions to be computed in accordance with the provisions listed below in this Article.
- B. The Contractor may request, and the Commissioner may grant, through a change order, additional Contract Work Time when, in the opinion of the Commissioner, the Contractor has demonstrated that such additional work cannot be performed concurrently with the original Work.
- C. The amount of compensation to be paid to the Contractor for any additional or deleted work so ordered shall be determined in one of the following manners:
  - i) By unit prices stated in the Contract Documents.
  - ii) By a lump sum and computed as follows:
    - a) The cost of labor performed and materials and equipment used by the Contractor or the Contractor's subcontractors with their own forces.

b) The cost of Worker's Compensation, Federal Social Security and Connecticut Unemployment Compensation at established rates as well as all fringe benefits applying to the particular trades involved.

c) The Contractor's overhead and profit on work performed by the Contractor's own forces and subcontractors' overhead and profit on work performed by their own forces shall not exceed:

Change Order Amount (\$)	Overhead & Profit
0 to 5,000.00	20%
over 5,000.00 to 15,000.00	17%
over 15,000.00 to 25,000.00	15%
over 25,000.00	12%

If the work to be performed results in a credit to the DEEP, no percentage of overhead and profit will apply.

d) On work performed by a subcontractor, the Contractor's mark up for overhead and profit shall not exceed 6%.

e) The Contractor shall, when requested, promptly furnish in a form satisfactory to the Commissioner itemized statements of the cost of work so ordered, including but not limited to certified payrolls and copies of accounts, bills and vouchers to substantiate the above actual costs.

D. If unit prices are not applicable and the parties cannot agree upon a lump sum, the Commissioner may:

i) Order the work done and compensated for in the following manner: by actual cost of the material; wages of applied labor including allowed travel, room and board where applicable, insurance and taxes imposed by law on labor employed on the work; engineering and drafting; rental for equipment (other than tools); as well as all fringe benefits applying to the particular trades involved. The Contractor shall receive the listed overhead and profit as indicated in Article# 15 subparagraph C.ii.c and d herein.

ii) Omit any part of the work ordered and shall adjust the Total Bid Amount in the amount as the Commissioner determines.

E. If the Contractor wishes to make a request for an increase in the Final Contract Value or for any damages sustained as a result of changes in the Work, the Contractor shall give the DEEP, through the Project Engineer, written notice thereof within seven (7) calendar days after the occurrence of the event giving rise to such request. No such request shall be valid unless the notice is in writing. In addition, the Contractor shall file with the DEEP, via Project Engineer, daily or weekly itemized statements of the details and cost of such work performed or damage sustained as may be required by the Commissioner. The Commissioner or designee in their sole discretion may allow or disallow the claim.

## **16. CONTRACTOR'S INSURANCE**

A. The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance required by the Contract Documents and until such insurance has been approved by the Commissioner. The Contractor shall not allow any subcontractors to commence work on their subcontracts until all similar insurance required of the subcontractors has been so obtained and approved or the Contractor's insurance provides coverage on behalf of the subcontractors. Presented below is a narrative summary of the insurance required.

- i) Commercial General Liability insurance including contractual liability, products/completed operations, broad form property damage, premises and operations, and independent contractors. The limits shall be no less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.
  - ii) Owner' and Contractor's Protective Liability insurance providing a total limit of \$1,000,000 for all damages arising out of bodily injury or death of persons in any one accident or occurrence and for all damages arising out of injury or destruction of property in any one accident or occurrence and subject to a total (aggregate) limit of \$2,000,000 for all damages arising out of bodily injury to or death of persons in all accidents or occurrences and out of injury to or destruction of property during the policy period. This coverage shall be for and in the name of the State of Connecticut.
  - iii) Automobile Liability insurance providing a \$1,000,000 combined single limit per accident per bodily injury. Coverage Extends to owned, hired and non-owned automobiles. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$2,000,000. This coverage shall be provided on a primary basis. Should the Contractor not own any motor vehicles, the automobile & liability requirement shall be amended to allow the Contractor to maintain only hired and non-owned liability.
  - iv) Excess Liability (other than Umbrella Form) insurance in the amount of \$5,000,000 for bids of \$1,000,001 to \$10,000,000 and in the amount of \$10,000,000 for bids of \$10,000,001 to \$20,000,000.
  - v) Workers' Compensation and Employer's Liability Statutory coverage in compliance with the compensation laws of the State of Connecticut. Coverage shall include Employer's liability with minimum limits of \$100,000 each accident, \$500,000 disease policy limit and \$100,000 disease each employee. When the Work is on or contiguous to navigational bodies of waterways and ways adjoining, the Contractor shall include Federal Act endorsement for U.S. Longshoremen's and Harbor Workers Act.
- B. Each insurance policy required to be maintained by the Contractor, except Workers' Compensation, shall endorse the State of Connecticut as an Additional Insured. Additional Insured endorsements shall provide coverage on a primary basis.
- C. The Contractor's insurer shall have no right of recovery or subrogation against the State.

## 17. **ESTIMATED QUANTITIES**

The Estimated Quantities for the Work have been furnished on the Proposal Form and have been used to compute the Total Bid Amount. Within the limits of the Total Bid Amount, Change Orders notwithstanding, the Contractor will be required to complete the work specified herein at the prices submitted in the Proposal, whether it involves quantities greater or lesser than the Estimated Quantities. The Contractor will be compensated only for work actually performed and materials actually used.

## 18. **CORRECTION OF WORK BEFORE FINAL PAYMENT**

- A. The Commissioner shall issue written notice to the Contractor of rejected materials that fail to conform to the Contract Documents. Upon receipt of such notice, the Contractor shall promptly, without expense to the DEEP, remove from the work site all such materials whether incorporated into the Work or not.



- B. The Commissioner shall issue written notice to the Contractor of unacceptable Work that fails to conform to the Contract Documents. Upon receipt of such notice, the Contractor shall promptly, without expense to the DEEP, make good all work including the work of other contractors or subcontractors that was destroyed or damaged during the process of rectifying the unacceptable work.
- C. If the Contractor fails to remove such rejected or unacceptable materials within the time fixed in the notice, the DEEP may remove and store such materials at the expense of the Contractor. The DEEP's removal will not affect the obligation of the Contractor to replace the complete assembly and installation of the Work and to bear the expenses referred to above. Costs incurred by the DEEP for necessary removal and storage will be recovered by the processing of a Change Order reducing the value of the appropriate bid item or by alternative Contract value adjustment method.
- D. If the Commissioner deems it inexpedient or undesirable to correct any portion of the Work not done in accordance with the Contract Documents, the reduction in the final value of the Work will be recovered by the processing of a Change Order reducing the value of the appropriate bid item or by alternative Contract value adjustment method.

19. **GUARANTEE AND WARRANTIES: CORRECTION OF WORK AFTER FINAL PAYMENT**

- A. The Contractor shall warrant that the equipment, materials and workmanship are of good quality and new, unless permitted elsewhere by the Contract documents, and that the Work shall be free from defects not inherent in the quality required or permitted and that the Work conforms to the Contract Documents. Final payment to the Contractor shall not relieve the Contractor of the responsibility for the defects in materials or workmanship.
- B. Unless expressly provided for otherwise in the Contract Documents, the Contractor shall remedy any defective work appearing within one (1) year from the date of completion and shall pay for any damage to other work caused by such defective work or occasioned in correcting the same.
- C. The Contractor shall supply copies of any written manufactures' warranties or guarantees to the Commissioner.

20. **WAGE RATES**

- A. In accordance with the provisions of Connecticut General Statutes Section 31-53 the following applies:

"The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of Section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day."

Pursuant to Connecticut General Statutes Section 31-53 (g) "[t]he provisions of this section shall not apply where the total cost of all work to be performed by all contractors and subcontractors in connection with new construction of any public works project is less than four hundred thousand

dollars or where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than one hundred thousand dollars."

- B. The Contractor shall provide a certified copy of the payroll for all persons working on the site to the Project Engineer for each pay cycle.

## **21. POSTING WAGE RATES**

The Contractor shall post at conspicuous points on the site of the Work a schedule showing all determined wage rates for all trades and all authorized deductions, if any, from wages to be paid.

## **22. PREFERENCE IN EMPLOYMENT**

- A. Should this Contract be for the construction or repair of any building, then in the employment of labor to perform the Work specified herein, preference shall be given to citizens of the United States, who are, and continuously for at least three (3) months prior to the date hereof have been, residents of the labor market area, as established by the State of Connecticut Labor Commissioner, in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in the county in which the Work is to be performed for at least three (3) months prior to the date hereof, and then to citizens of the State who have continuously resided in the State at least three (3) months prior to the date hereof. In no event shall said provisions be deemed to abrogate or supersede, in any manner, any provision regarding residence requirements contained in a collective bargaining agreement to which the Contractor is a party.
- B. Should the Contract be for a public works project other than for the construction, remodeling or repairing of public buildings covered by Connecticut General Statute Section 31-52 then in the employment of mechanics, laborers or workers to perform the Work specified herein, preference will 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.
- C. The provisions of this Article shall not apply where the State or any subdivision thereof may suffer the loss of revenue granted or to be granted from any agency or department of the federal government as a result of this Article or regulations related thereto.

## **23. WORKING CONDITIONS**

In prosecuting the work of this Contract, the Contractor shall provide working conditions on each operation that shall be as safe and healthful as the nature of the operation permits. The Contractor shall comply with all safety and sanitary rules, laws and regulations.

## **24. WORKING HOURS**

Unless specifically authorized by the WPMD Department Representative, no work shall be done between the hours of 6:00 p.m. and 7:00 a.m., nor on Saturdays, Sundays or legal holidays, except as necessary for the proper care and protection of the Work already performed. If it becomes necessary (as approved by the Commissioner) to perform work at night, the Project Engineer shall be informed at a reasonable time in advance of the beginning of the performance of such work. Only such work shall be performed at night as can be done in a satisfactory manner and at a level of workmanship in conformance with all requirements of the Contract Documents. Adequate lighting and all other necessary facilities for carrying out and inspecting the work in compliance with all applicable State

and Federal health and safety requirements shall be provided and maintained at all locations where such work is being performed.

**25. HOURS OF WORK**

- A. No person shall be employed to work or be permitted to work more than eight (8) hours in any day or more than forty (40) hours in any week on any work provided for in this Contract.
- B. The operation of such limitation of hours of work may be suspended during an emergency, upon the approval of the Commissioner.

**26. MATERIALS: STANDARDS**

- A. Unless otherwise specifically provided for in the Contract Documents, all equipment, materials and articles incorporated in the Work are to be new and of the best grade of their respective kinds for the purposes. Wherever in the Contract Documents a particular brand or make of material, device or equipment is shown or specified, such is to be regarded as the standard. If two or more brands are shown or specified, they are to be regarded as equal.
- B. Any other brand or make of material, device or equipment which, in the opinion of the Commissioner, is the equal in substance and function to that specified, considering finish, workmanship, durability, economy of operation and suitably for the purposes intended, will be accepted.
- C. Prior approval by the Commissioner for the use of other than specified materials, devices or equipment shall be obtained before the Contractor proceeds with the work. The Commissioner's decision in this regard shall be final and binding on the Contractor.
- D. No extension of time will be allowed for the time required for consideration of any article or material proposed as a Substitute by the Contractor; neither will any extension of time be allowed nor any responsibility be assumed by the DEEP when the Contractor submits a request for changes in articles or materials or form of construction from those shown or specified, whether such request be granted or denied.
- E. The Contractor shall purchase no materials or supplies for the Work which is subject to any chattel mortgage or which is under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that the Contractor has good title to all materials and supplies used in the Work.
- F. Existing materials on site which can be approved for use or re-use for work under this Contract shall be used or reused whenever possible. The actual quantities of existing materials that are used in the work shall be measured and the value of such material shall be negotiated and be factored into the quantities estimates for payment requisitions so that the State receives credit for the value of such materials.

**27. SUBSTITUTE MATERIALS**

The Commissioner and/or Project Engineer reserve the right to reject a proposed Substitute Material. If required, the Contractor must submit data from either the material supplier / manufacturer or a testing laboratory certifying that the proposed material is equivalent to the material specified in the Contact documents. In addition, the Commissioner and/or the Project Engineer may require that such

material have been used and approved by the Connecticut Department of Transportation on other projects successfully under similar conditions for up to two (2) years, and the Project Engineer must observe a location of such usage of the material and validate its performance. The Commissioner reserves the right to withhold payment for any Substitute Material for up to one year while the Substitute Material is confirmed to function as designed.

**28. ROYALTIES AND PATENTS**

- A. If the Contractor desires to use any design, device, material or process covered by a patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the holder of such patent or copyright. The Contractor shall furnish a copy of this legal agreement to the DEEP.
- B. The Contractor and the Surety shall indemnify and hold harmless the DEEP for any costs, expenses and damage which it may be obligated to pay by reason of any infringement of a patent or a copyright at any time during the prosecution or after the completion of Work.

**29. DELIVERY, STORAGE AND HANDLING**

All materials and equipment shall be delivered, stored and handled so as to prevent intrusion of foreign matter and any damage by weather or breakage. Packaged materials shall be delivered and stored in original packaging. Packages, materials and equipment showing evidence of damage shall be rejected and replaced at no additional cost to the DEEP.

**30. FOREIGN MATERIALS**

- A. Preference shall be given to articles or materials manufactured or produced in the United States, conditions of quality and price with duty being equal.
- B. Only domestic articles or materials will be used unless a statement is submitted with the proposal that enumerates the foreign articles or materials proposed to be used and such proposal is accepted by the DEEP. The foregoing provisions shall not apply to foreign articles or materials required by the Contract Documents.

**31. CUTTING, FITTING, PATCHING AND DIGGING**

- A. The Contractor shall perform, or shall require the subcontractors to perform, all cutting, fitting or patching of the portion(s) of the Work that may be required to make the several parts thereof join and coordinate in a manner satisfactory to the Commissioner and in accordance with the Plans and Specifications.
- B. The primary responsibility for defective or ill-timed work shall be with the Contractor, but such responsibility shall not in any way relieve the subcontractors who performed such work. Except with the consent of the Commissioner, the Contractor will not permit any of the subcontractors to cut or alter the work of any other contractors or their subcontractors.

**32. DISPOSAL OF SURPLUS AND UNSUITABLE MATERIAL**

The Contractor shall obtain an off-site disposal site, satisfactory to the Commissioner, at the Contractor's own expense for disposal of surplus and unsuitable materials. The Contractor shall obtain any required permits and pay the costs associated with removing and transporting the material.

### **33. REMOVAL OF REJECTED OR CONDEMNED MATERIALS**

The Contractor shall remove from the site of work, without delay, all rejected and condemned materials of any kind brought to or incorporated in the Work. No such rejected or condemned materials shall again be offered for use by the Contractor.

### **34. CONSTRUCTION EQUIPMENT**

- A. The Contractor shall furnish and maintain, at the Contractor's own cost and risk, all the equipment and utilities and fuel necessary for the construction, control of water, and safety of personnel during the execution of the Work of this Contract. This includes providing, installing, and maintaining all the tools, apparatus, appliances, hoists, cranes, coffer dams, sheet piling, scaffolding, runways, ladders, temporary supports and bracing and all similar items necessary for access to the work and safe construction and inspection activities. All such items shall be subject to the approval of the Commissioner as to general stability, type and location, but the responsibility for proper design, strength and safety shall remain with the Contractor. All such items shall comply with OSHA regulations and all other applicable codes, statutes, rules and regulations.
- B. The Contractor shall provide all drains, drainage, ditches and pumping apparatus (including power and attendance for same) that may be necessary to keep all excavations and subgrade work free from water.

### **35. INSPECTION AND TESTS**

- A. The purpose of the inspections and tests will be to assure that the Work is performed in accordance with the Contract documents.
- B. All material and workmanship, if not otherwise designated by the Specification, shall be subject to inspection, examination and test by the DEEP at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction is carried on. All tests shall be made at the Contractor's expense, except that laboratory tests will be carried out and paid for by the DEEP, unless they show the Work to be defective. Notice of the time of all tests to be made at the site shall be given to all interested parties.
- C. Without additional cost to the DEEP, the Contractor shall promptly furnish reasonable facilities, labor and materials necessary to coordinate and perform operational tests and checkout of the Work and to make all such testing safe and convenient. Special, full size and performance tests shall be as described in the Specifications.
- D. If, at any time before final acceptance of the Work, the Commissioner considers it necessary or advisable to examine any portion of the Work already completed by removing or tearing out the same, the Contractor shall, upon request, furnish promptly all necessary facilities, labor and materials. If such Work is found to be defective in any material respect, as determined by the DEEP, because of a fault of the Contractor or any of the Contractor's subcontractors, or if any work shall have been covered over without the approval or consent of the Commissioner (whether or not it is found to be defective), the Contractor shall be liable for testing costs and all costs of correction, including removal and/or demolition of the defective work, including labor, material, testing services of required consultants, additional supervision and administrative costs.

**36. UTILITIES**

- A. The accuracy and completeness of any utility information shown on the Plans is not guaranteed. The Contractor shall investigate the extent and location of utilities and of the possibility of relocation work by the utility companies, and shall plan operations accordingly. No claim for any delays, damage or extra work occasioned thereby will be allowed.
- B. The Contractor shall allow others access to the Work for the purpose of placing, relocating or maintaining utilities, and shall cooperate in every way in the performance of this work.
- C. The Contractor shall notify the utility owners well in advance of the time the Contractor proposes to perform any work which would endanger their installations, and shall cooperate with the utility owners in relocating and/or protecting such installations during construction operations.
- D. No payment will be made to the Contractor for locating, protecting and making arrangements for relocating public utilities or for any delays caused thereby. The Contractor shall include all costs of this work in other scheduled items of the Contract.
- E. The Contractor must contact Call Before You Dig at least two days prior to commencing any excavation on the site (toll free in Connecticut at 1-800-922-4455).

**37. SURVEYS, PERMITS AND REGULATIONS**

- A. Unless otherwise provided for in the Contract Documents, the Contractor shall furnish all surveys necessary for the execution of the Work. Surveys shall be performed by a licensed land surveyor. The DEEP will furnish the Contractor with one benchmark and necessary survey control, i.e., baseline. The Contractor shall complete the layouts from this data.
- B. The Contractor shall obtain and pay for permits and licenses necessary for the execution of the Work and the use of the completed Work.
- C. The Contractor shall give all notices and comply with all laws, statutes, ordinances, rules and regulations relating to the performance of the Work.
- D. The Contractor shall perform all layout work, field measurements and construction staking as may be required for the satisfactory execution of the Work as shown on the Plans and as specified herein.

**38. PROTECTION OF THE WORK, PERSONS AND PROPERTY**

- A. The Contractor shall continuously and adequately protect the Work against damage from any cause, shall protect all materials and supplies furnished by the Contractor or subcontractors, whether or not incorporated in the Work, and shall make good any damage, unless it is directly due to errors in the Contract Documents or is caused by agents or employees of the DEEP.
- B. To the extent required by law, public authority or made necessary in order to safeguard the health and welfare of the personnel or occupants of any state institutions, the Contractor shall adequately protect adjacent property and persons, and provide and maintain all facilities, including but not limited to passageways, guard fences, lights, barricades, and other facilities necessary for such protection.

- C. The Contractor shall take all necessary precautions for the safety of employees on the Work and shall comply with applicable provisions of federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the Work site.
- D. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workers and the public, and shall post danger signs warning against the hazards created by such things as protruding nails, well holes, elevator hatchways, scaffolding, window openings, excavations, tripping hazards, stairways and falling materials.
- E. The Contractor shall designate a qualified and responsible on site staff person, whose duty shall be the prevention of accidents. The name and position of the designated person shall be reported to the DEEP at the commencement of the site Work.
- F. At all times the Contractor shall protect excavations, trenches, buildings and all items of the Work from damage by rain, water from melted snow or ice, surface water run off, and subsurface water usual for the vicinity at the time of operations; and provide all pumps and equipment and enclosures to insure such protection.
- G. The Contractor shall construct and maintain all necessary temporary drainage and do all pumping necessary to keep excavations, basements, footings and foundations free of water.
- H. The Contractor shall remove all snow and ice as required for proper protection and execution of the Work.
- I. The Contractor shall install bracing, shoring, sheathing, sheet piling, coffer dams, caissons and any other underground facilities required for safety and proper execution of the Work, and shall remove them when no longer necessary. All such bracing, shoring, cofferdams, etc. shall be designed by an engineer licensed to practice in the State of Connecticut.
- J. During cold weather the Contractor shall protect the Work from damage. If low temperatures make it impossible to continue operations safely in spite of cold weather precautions, the Contractor may cease work, upon the approval of the Commissioner.
- K. The Contractor shall be held responsible for damage to any property or utilities caused by his operations.

**39. WORK IN INCLEMENT WEATHER**

During freezing, stormy and inclement weather no work shall be performed except as can be done satisfactorily and in such manner as to secure first-class construction throughout. In the event that the Contractor must suspend work due to inclement weather conditions, the Contractor shall protect the completed portions of the Work so that no damage will occur. See Article #9 subparagraph D for additional winter shutdown requirements.

**40. DUST AND SPILLAGE CONTROL**

- A. The Contractor shall take appropriate measures to control the generation and migration of dust from the Contractor's activities at the site. Water for dust control shall be provided and applied whenever required or as ordered by the Project Engineer or Commissioner.

- B. All vehicles utilized by the Contractor for delivery or removal of materials shall have appropriate covers to prevent spillage of material during transit.

**41. WINTER EROSION CONTROL MEASURES**

Seeding and plantings shall be performed March 15 to June 15 or August 15 to October 15. The Contractor shall submit a Winter Erosion Control Plan to the Project Engineer for approval prior to the start of construction. This plan shall indicate the methods and materials which shall be used during the winter months to prevent erosion, scour and general deterioration of the project and adjacent flora and fauna.

**42. PROPERTY PROTECTION AND RESTORATION**

Any property, including structures, utilities, access roads, driveways, drainage facilities, fences, etc., which is damaged by the Contractor's operations, shall be restored to its original condition at the Contractor's expense.

**43. PROTECTION OF ENVIRONMENTAL RESOURCES**

The environmental resources within the project boundaries and those affected outside the limits of permanent Work under this Contract shall be protected during the entire period of this Contract. The Contractor shall confine activities to areas defined by the Plans and Specifications. Environmental protection shall be as stated in the following subparagraphs:

- A. Prior to any construction, the Contractor shall identify all land resources to be preserved within the Contractor's work area. The Contractor shall not remove, cut, deface, injure or destroy land resources including trees, shrubs, vines, grasses, top soil and land forms without special permission from the Commissioner. No ropes, cables or guys shall be fastened or attached to any trees for anchorage unless specifically authorized by the Project Engineer. Where such special emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs.
- B. Prior to any construction, the Contractor shall mark the areas that are not required to accomplish the Work to be performed under this Contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible.
- C. Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the Plans to be preserved shall be clearly identified by marking, fencing or wrapping with boards, or any other approved techniques.
- D. Earthwork brought to final grade shall be finished as indicated and specified. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils. Except in instances where the constructed feature obscures borrow areas, quarries and waste material areas, these areas shall not initially be cleared in total. Clearing of such areas shall progress in reasonably sized increments as needed to use the areas developed as approved by the Commissioner.
- E. Runoff from the construction site shall be controlled by the construction of diversion ditches, benches and berms to retard and divert runoff to protected drainage courses, and any measures



required by area wide plans approved under Paragraph 208 of the Clean Water Act.

- F. The Contractor shall construct or install all temporary erosion control features as indicated on the Plans. Temporary erosion control measures such as berms, dikes, drains, grassing and mulching shall be maintained until construction of the project is completed.
- G. The Contractor's field offices, staging areas, stockpile storage and temporary buildings shall be placed in areas designated on the submitted Plan. Temporary movement or relocation of the Contractor's facilities shall be made only on approval by the Commissioner.
- H. Borrow areas shall be managed to minimize erosion and to prevent sediment from entering nearby watercourses.
- I. Spoil areas shall be managed and controlled to limit spoil areas and to prevent erosion of soil or sediment from entering nearby watercourses. Spoil areas shall be developed in accordance with the grading plan indicated on the Plans.

**44. NONCOMPLIANCE WITH ENVIRONMENTAL LAWS, ETC.**

The Commissioner will notify the Contractor in writing of any observed noncompliance with the aforementioned Federal, State or Local laws or regulations and other elements of the Contractor's Environmental Protection Plan. The Contractor shall, after receipt of such notice, inform the Commissioner of proposed corrective action and take such action as may be approved. If the Contractor fails to comply promptly, the Commissioner may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or costs or damages allowed to the Contractor for any such suspension.

**45. CLEAN UP**

- A. The Contractor shall, on a daily basis, keep the Work site free from accumulations of waste material or rubbish.
- B. At the completion of the Work, the Contractor shall remove all rubbish from and about the site of the Work. The Contractor shall also remove all temporary structures, tools, scaffolding and surplus materials, supplies and equipment that the Contractor or any subcontractors may have used in the performance of the Work. In case of dispute, the DEEP may remove the rubbish and charge the cost of such removal to the Contractor.

## **SUPPLEMENTAL CONDITIONS**

1. **Definitions:** The terms used herein are as defined in the General Conditions of a Construction Contract.
2. **Project Specific Conditions:**
  - A. **Description of Project:** Repairs to Pachaug Pond Dam, Griswold, CT. Repairs include partial concrete encasement of existing spillway, new low level drawdown structure with associated piping, general earthwork to raise right embankment, articulated concrete block overtopping protection of left embankment, riprap erosion protection of upstream embankment, new timber boardwalk and fishing platform, new precast concrete boat launch, miscellaneous demolition, masonry repairs, erosion and water control procedures.
  - B. **Location of Project:** The Work location is at Pachaug Pond Dam in Griswold, CT. The dam is located off Voluntown Road. More specific information on the dam's location can be found on the Title Sheet of the Contract Documents.
  - C. **Contract Work Time:** 365 calendar days.
  - D. **Project Engineer:** Macchi Engineers, LLC, 44 Gillett St., Hartford, CT 06105
  - E. **Temporary Utilities:** The Contractor is required to provide temporary electricity and internet connection to the site trailer and for whatever construction needs he may have. Additionally, the Contractor shall provide necessary toilet accommodations and drinking water for the workers. Separate toilet facilities are required if women are employed at the site.
  - F. **Access to Site:** Access to the site is as shown on the plans.
  - G. **Site Trailer:** The Contractor shall provide a trailer on site for the DEEP representative and for the Engineer. The field office shall have ample lighting, a heater, air conditioning and be furnished with a minimum of 1 desk, 1 table with 6 chairs, 1 fire-proofed file cabinet, and 1 water cooler with hot and cold water.
  - H. **Construction Pictures:** The Contractor shall provide a comprehensive series of construction photographs showing different views of the progress of the work and key elements of construction. Photographs shall be taken with a digital camera acceptable to the DEEP/IWRD, not modified or edited, and at least 100 shall be taken over the course of each month. Photographs shall indicate the subject and date taken of each picture and delivered each month to the Engineer on a disc.
  - I. **Progress Meetings:** Progress meetings will be held weekly at the job site for the purpose of reviewing, scheduling and coordinating the project's progress as well as other construction related matters.
  - J. **Liquated Damage Rate Per Day: \$1,500.00**
3. **Commissioner:** For the purposes of this Contract, "Commissioner" means the Commissioner of the Connecticut Department of Energy & Environmental Protection or designee.

4. **Work:** The Contractor shall perform the work in accordance with this contract, including all documents incorporated by reference, and all work required by Change Orders, and/or amendments to the contract.
5. **Documents Incorporated by Reference:** The parties to this contract, as part of the consideration hereof, agree that the following documents are incorporated herein by reference and made a part hereof and available at DEEP:
  - A. **Bid Package** which contains the Invitation to Bid, Instructions to Bidders, Proposal Form, Standard Bid Bond, Statement of Bidder's Qualification, Notice to Bidders, Instructions to Lowest Qualified Bidder, Wage Rates, Contract Compliance Information and Forms, Certificate of Insurance, Performance Bond, Labor and Material Bond, and any Addenda(s) to the Bid Package;
  - B. **Technical Specifications:** Project Specifications for Repairs to Pachaug Pond Dam, Griswold, CT
  - C. **Plans Entitled:** Repairs to Pachaug Pond Dam, Griswold, CT
  - D. **General Conditions of a Construction Contract:** Work is to be performed in accordance with the General Conditions, which describe the conditions and how and when the work is to be performed.
  - E. **Supplemental Conditions:** The General Conditions are extended and modified by the Supplemental Conditions which include project specific conditions and special requirements applicable to all portions of the Work.
6. **Contract Documents:** The Contract Documents are complementary, and neither party to the Contract shall take advantage of any obvious error or apparent discrepancy in the Contract Documents. The Contractor shall give immediate written notification of any error or discrepancy discovered to the Project Engineer, who shall take the necessary actions to obtain such corrections and interpretations as may be deemed necessary for the completion of the Work in a satisfactory and acceptable manner. Where discrepancies or conflicts occur in the Contract Documents the following order of precedence shall be utilized:
  - A. **Addenda to the Plans and Technical Specifications** shall take precedence over previously issued Contract Documents.
  - B. **Specifications** shall take precedence over the Plans.
  - C. **Stated dimensions** shall take precedence over scaled dimensions.
  - D. **Large-scale detail drawings** shall take precedence over small-scale drawings.
  - E. **Schedules** shall take precedence over other data on the Plans.
7. **Compliance with Local, State, and Federal Authority:** The Contractor shall ensure the Project is in full compliance with all Local, State, and Federal laws and requirements for permitting or authorizations necessary for the work, including those for Flood Management and the NFIP.
8. **Documents Furnished:** Contractor will receive pdf version of the contract documents for his use. Contractor will be responsible for printing any copies of the Plans and Specifications from the submitted pdf version.

9. **Prior Approvals Needed for Subcontracts, Schedules, Shop Drawings, Plans, etc.:** The Contractor shall obtain written approval from the Project Engineer and the Commissioner for all subcontracting, schedules, shop drawings, supplemental plans, and designs needed for the Construction Activity, prior to undertaking the related work.
10. **Notice to Proceed / Contract Work Time:** Following Contract approval, the Commissioner will issue written notice to the Contractor in the form of a Notice to Proceed, stating the Contract Work Time and establishing the Work Start Date and Work End Date. The Notice to Proceed authorizes the Contractor to proceed with the Work associated with the Contract. The Contractor shall submit the following within one (1) week of receipt of Notice to Proceed:
- A. **Schedule of Values:** A Schedule of Values for the lump sum bid items for use when estimating periodic payments. The sum of the unit cost items and the Schedule of Values items shall equal the Total Bid Amount. The Schedule of Values shall break down the lump sum bid items into measurable quantities with unit costs and must reflect the true costs and be in sufficient detail to be an effective tool for monitoring the progress of the Work. Upon request, the Contractor shall supply to the Commissioner copies of supportive documentation, such as signed contracts or vendor quotations, which documents form the basis of the values assigned to the bid items.
  - B. **Environmental Protection Plan:** An Environmental Protection Plan for the approval of the Commissioner in accordance with the provisions herein specified. The Environmental Protection Plan shall include but not be limited to the following:
    - i. A list of Federal, State and Local laws and regulations concerning environmental protection, pollution control and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws and regulations.
    - ii. Methods for protection of features to be preserved within authorized work areas. The Contractor shall prepare a listing of methods to protect resources needing protection, i.e., trees, shrubs, vines, grasses and groundcover, landscape features, air and water quality, fish and wildlife, soil, historical, archeological and cultural resources.
    - iii. Procedures to be implemented by the Contractor to provide the required environmental protection and to comply with applicable laws and regulations. The Contractor shall set out the procedures to be followed to correct pollution of the environment due to accident, natural causes or failure to follow the procedures set out in accordance with the Environmental Protection Plan.
    - iv. The location of the nearest suitable solid waste disposal area and a permit allowing the Contractor to use those facilities.
    - v. Drawing showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials.
    - vi. Environmental monitoring plans for the job site, including land, water, air and noise monitoring as necessary, and if required by the Project Engineer.

- vii. Traffic control plan when necessary.
  - viii. Methods of protecting surface and ground water during construction activities.
  - ix. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. The plan should include measures for establishing the limits of use areas.
- C. **Water Handling / Control Plan:** The Contractor is responsible for all dewatering required to complete the Contract. This includes, but is not limited to pumping, wellpoints, trenches, excavations, water control structures and cofferdams, which may be required to properly complete the Work. Particular attention is called to the fluctuation of water levels due to precipitation. No extra compensation will be allowed due to water level fluctuation. The Contractor shall submit the Water Control Plan via the Project Engineer for the approval of the Commissioner within one (1) week after the Notice to Proceed. See above Item 5.B - Technical Specifications.
- D. **Soil Erosion and Sediment Control Plan:** All watercourses shall be protected from sedimentation, both during and after construction. The Contractor shall control erosion and sedimentation problems in accordance with the 2002 Connecticut Guidelines For Soil Erosion and Sediment Control (available at local libraries) or download at [http://www.ct.gov/Deep/cwp/view.asp?a=2720&q=325660&deepNav\\_GID=1654](http://www.ct.gov/Deep/cwp/view.asp?a=2720&q=325660&deepNav_GID=1654), prepared by The Connecticut Council on Soil and Water Conservation in cooperation with the Connecticut Department of Energy and Environmental Protection. The Contractor shall submit a plan showing the proposed Sediment and Erosion Control measures via the Project Engineer for the approval of the Commissioner within one (1) week after the Notice to Proceed.
- E. **Covid-19 Plan:** Contractor must submit a written plan to address how the company will complete the work while conforming with CDC Guidelines as they relate to the Coronavirus.
11. **Certificate of Insurance/Performance Bond/Labor and Material Bond:** Prior to commencement of any Work on the site, the Contractor is required to submit the signed Certificate of Insurance, Performance Bond, and Labor and Material Bond forms; available in Bid Package, see Item 5 A above.
12. **Construction Progress Schedule:**
- A. Within one (1) week after receipt of the Notice to Proceed, and prior to commencement of any Work on site, the Contractor shall prepare a construction progress schedule. The construction progress schedule shall indicate proposed scheduling of the items of Work listed in the Technical Specifications such that the Work is completed by the Work End Date. The schedule shall also indicate the activities of all subcontractors to be utilized and the portions of the Work that they will be performing.
  - B. Within one (1) week after the Notice to Proceed, the Contractor shall initiate meetings with the Project Engineer and the Commissioner to present and evaluate the Construction Progress Schedule. The Contractor shall submit three (3) copies of the agreed upon Construction Progress Schedule to the Commissioner and one copy to

the Project Engineer.

- C. The Contractor shall continually, or at least weekly, evaluate the progress of the Work, comparing it to the schedule. If the Work is found to be behind schedule, the Contractor shall within three working days, initiate a meeting with all involved parties to reevaluate and revise the Construction Progress Schedule. Any time the Construction Progress Schedule is revised significantly either by alteration of priority or by Change Order, the Contractor shall submit the revised schedule to the Commissioner and Project Engineer.
13. **Duration of the Project:** All Work shall be performed within the period of calendar days defined in the General Conditions as the Contract Work Time and completed by the Work End Date as stated in the Notice to Proceed.
14. **Address / Contact for Submission of Materials:** For the purposes of this Contract, all correspondence, reports, products and/or change order requests shall be submitted to:

**IWRD Department Representative: Dan Biron**

**Connecticut Department of Energy & Environmental Protection  
Bureau of Water Protection and Land Reuse  
Inland Water Resources Division  
79 Elm Street  
Hartford, CT 06106-5127**

15. **Subcontracting Coordination:** The Contractor is responsible for and shall control the activities of the Contractor's subcontractors and notify the Commissioner of all proposed subcontractors at least two weeks prior to award. The Commissioner reserves the right to disapprove subcontract awards. The subcontractors shall consult and cooperate with one another. Each subcontractor shall furnish all necessary information to other subcontractors and shall lay-out and install their own work so as to avoid any delays or interference with the work of others by failure to observe the above coordination requirements shall be borne by the Contractor.
16. **Change Orders:** The parties agree that the Commissioner may order changes in the contract work, including changes in quantities and alterations in work or work days, which are necessary for satisfactory completion of the project, without invalidating any provision of the contract, and without providing notice to the sureties, provided that the Commissioner authorizes the work change on a written Change Order form, and providing that the Commissioner does not exceed the funding limits for the project.

The Contractor shall submit in writing, to the Commissioner via the Project Engineer, all requests for changes in the quantities and alterations in the work including changes in work days, on a Change Order Form (available at DEEP). The request must contain a detailed description of all changes requested, the reasons that the changes are necessary to satisfactorily complete the project, and all costs associated with the proposed changes, including quantities of and unit prices for the work and for any subcontracted work involved.

Failure of the Contractor to negotiate in good faith issues of the time and costs or failure of the Contractor to provide requested documentation within fourteen (14) days, or an

alternate time period accepted by the Commissioner, may result in the Commissioner issuing a unilateral Change Order in an amount deemed to be fair and equitable by the Commissioner.

The Commissioner has discretion to approve or disapprove the Contractor's request for a Change Order. If the request is approved, the Commissioner will provide the Contractor with a fully executed Change Order.

Upon receipt of the Change Order, the Contractor shall proceed with the work as provided in the Change Order. Work associated with a Contractor's requested change that begins before the Contractor has received the Commissioner's Change Order shall be at the Contractor's risk, and the Contractor may not be compensated for it. The amount of compensation to be paid to the Contractor for any deleted or additional work authorized by a Change Order shall be in accordance with the methods contained in the General Condition, Article 15 Change Order/Compensation, incorporated by reference.

17. **Corrected Plans and Specifications:** Following completion of the Project, the Contractor shall submit to the Project Engineer one (1) corrected set of Plans and Specifications (Plans, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modification, Schedules and Instruction).
18. **Change in the Principal Superintendent:** Any changes in the Principal Superintendent, who was identified on the bidding documents as available to oversee this work, must be requested in writing and approved in writing by the Commissioner. In the event of any unapproved change in the Principal Superintendent, the Contract may be terminated or suspended at the Commissioner's sole discretion.
19. **Periodic Payments:**
  - A. The Contractor may submit periodic payment invoice requests no more than once a month to the Commissioner via the Project Engineer. The partial payment invoice requests shall be subdivided into items that correspond with the bid items in the proposal form and the approved Schedule of Values. Each periodic payment invoice request may include estimates of the value of the work completed to date and for materials suitably stored on the site.
  - B. The Project Engineer shall review the periodic payment invoice requests and documentation for accuracy, completeness, and compliance with the Contract and provide a recommendation to the Commissioner on whether to approve payment. The Project Engineer shall notify the Contractor of any discrepancies and/or problems with the invoice and/or the documentation, and give the Contractor an opportunity correct the invoice and/or submit supporting documentation as agreed upon.
  - C. Upon approval of the periodic payment invoice, the Commissioner shall endeavor to make the payment of a Properly Executed Invoice within forty-five (45) days.
  - D. In making such periodic Payments for the Work, the Commissioner shall deduct two and one half percent (2.5%) of the estimated amount of each Partial Payment and retain it until the completion of the entire Contract in an acceptable manner. Reference is hereby made to Connecticut General Statute 49-41b.

20. **Statement of Amounts Due:** With any request for a Periodic Payment, the Commissioner reserves the right to require the Contractor to submit written, verified statements, in a form satisfactory to the Commissioner, showing in detail all amounts then due and unpaid by the Contractor or subcontractors for wages to persons employed by them under the Contract for the performance of the Work at the site, or to other persons for materials, equipment, or supplies delivered at the site.
21. **Department of Energy & Environmental Protection's Right To Withhold Payments:**
- A. The Commissioner may withhold a portion of any Periodic Payment due the Contractor that may, in the judgment of the Commissioner, be necessary:
    - i. To assure the payment then due and unpaid to any persons supplying labor or materials for the work.
    - ii. To protect the Commissioner from loss due to defective, unacceptable or non-conforming work not remedied by the Contractor.
    - iii. To protect the Commissioner from loss due to injury to persons or damage to the work or property of other contractors, subcontractors or others caused by the act or neglect of the Contractor or any of the Contractor's subcontractors.
  - B. The Commissioner may apply any amount withheld under this Article, as the Commissioner may deem proper. The amount withheld shall be considered a payment to the Contractor.
22. **Final Payment Approval:**
- A. Upon the completion of the work, the Project Engineer and Contractor shall make final measurements of all quantities of unit priced work and shall confirm that all lump sum work has been completed in accordance with the Contract. The Contractor shall submit a final payment requisition with the final amount (including Change Orders) to the Commissioner via Project Engineer. The final payment requisition shall be subdivided into items that correspond with the Work Items in the proposal form and Technical Specifications and shall include documentation of the final quantities and completeness of the Work and shall list all approved Change Orders.
  - B. The Project Engineer shall review the final payment invoice and documentation for accuracy, completeness, and compliance with the Contract and provide a recommendation to the Commissioner on whether to approve payment. The Project Engineer shall notify the Contractor of any discrepancies and/or problems with the invoice and/or the documentation, and give the Contractor an opportunity correct the invoice and/or submit supporting documentation as agreed upon.
  - C. Upon approval of the final payment invoice, the Commissioner shall endeavor to make the payment of a Properly Executed Invoice within forty-five (45) days.
  - D. Upon approval of the final payment requisition, the Commissioner will authorize the Final Payment for the Final Contract Value that includes approved Change Orders and other adjustments. In making such final payment for the Work two and one half percent (2.5%) of the final amount shall be deducted and retained by the Commissioner. The retainage will be held for a period of time as determined by the Commissioner to be necessary to ensure that the Work is satisfactory and that all



conditions at the work site are acceptable. Reference is hereby made to Connecticut General Statute Section 49-41b.

- E. All prior estimates and payments, including those relating to extra or additional work, shall be subject to correction by this Final Payment.
  - F. No payment, final or partial, shall act as a release to the Contractor or the Contractor's Surety from any obligations under this Contract.
23. **Overpayment:** The total of all payments released from the Commissioner shall not exceed the Final Contract Value. The Final Contract Value is based on the final measured and accepted Work Items completed and includes approved Change Orders. Should total payments exceed the Final Contract Value, the overpaid funds must be returned to the Connecticut Department of Energy and Environmental Protection through a check made payable to "DEEP" within 30 days of written notice of overpayment.
24. **Recording and Documentation of Receipts and Expenditures:** The Contractor shall implement accounting procedures that provide for accurate and timely recording of all expenditures. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
25. **Amendment to the Contract:** Formal written amendment of this Contract is required to change the terms and conditions of this Contract and any prior amendments, except for changes in work authorized by Change Orders in a construction contract.
26. **Campaign Contributions:** For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached SEEC Form 11.
27. **Summary of State Ethics Laws:** Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
28. **Officials Not to Benefit:** No member of or delegates to the Congress of the United States of America, no resident Commissioner, and no elected or appointed municipal official shall be admitted to any share or part hereof or to any benefit to arise herefrom.
29. **Severability:** The provisions of this Contract are severable. If any part of it is found unenforceable, all other provisions shall remain fully valid and enforceable, unless the unenforceable provision is an essential element of the bargain.
30. **Forum and Choice of Law:** The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court

decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

31. **Subletting or Assigning Of The Contract:** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
32. **Indemnify / Hold Harmless:** The Contractor shall at all times indemnify and save harmless the State of Connecticut, including the Department of Energy & Environmental Protection, and their respective officers, agents and employees, on account of any and all claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the officers, agents and employees of said State or Department, or of the Contractor, the Contractor's subcontractors or suppliers, and from injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons on or near the Work, or by any other person or property, real or personal (including property of said State or Department) caused in whole or in part by the acts, omissions or neglect of the Contractor including but not limited to any neglect in safeguarding the Work or through the use of unacceptable materials in constructing the Work of the Contractor, any subcontractor, supplier or anyone directly employed by them or any of them while engaged in the performance of the Contract, including the entire elapsed time from the date of the Notice to Proceed or the actual commencement of the Work whichever occurs first until its completion as certified by the Department of Energy & Environmental Protection.
33. **Termination:** This agreement shall remain in full force and effect for the entire term of the contract period stated unless terminated by the Commissioner giving the Contractor written notice of such intention at least 30 days in advance. The Commissioner may terminate the Contract whenever the Commissioner determines that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination shall be effective. The Commissioner reserves the right to recoup any overpayments if the contract is terminated.
  - A. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Commissioner, however, no claim for lost overhead or profits shall be allowed.

- B. In the event of such termination, the Commissioner may take possession of and use materials and equipment on the site to complete the Work.
  - C. Materials obtained by the Contractor for the Work that have been inspected, tested as required and accepted by the Commissioner, and that are not incorporated into the Work, shall, at the option of the Commissioner, be purchased from the Contractor at actual cost as shown by receipted bills. To this cost shall be added all actual costs for delivery at such points of delivery as may be designated by the Commissioner, as shown by actual cost records.
  - D. Termination of the Contract shall not relieve the Contractor or its Surety of their responsibilities for the completed Work, nor shall it relieve the Contractor's Surety of its obligations to ensure completion of the Work and to pay any legitimate claims arising out of the Work.
34. **Suspension of Work On The Contract:** The Commissioner has the authority to suspend the Work wholly or in part, for such period or periods as the Commissioner considers to be in the best interests of the State, or in the interests of public necessity, convenience or safety. The Work suspension or delay order shall be issued by the Commissioner in writing. The Contractor shall cease operations upon receipt of such order. Work shall not resume until the Contractor receives a written notice from the Commissioner to resume the Work. During such periods the Contractor shall store all project materials and equipment in such a manner as to prevent them from being in any way damaged, lost or stolen, and the Contractor shall take precautions to protect the Work from damage.
- A. If the Contractor believes that the suspension or delay was for an unreasonable period of time (i.e. not originally anticipated, customary or inherent in the construction industry) and the Contractor believes that additional compensation and/or Contract Work Time is due as a result of such suspension or delay, the Contractor shall submit to the Commissioner, in writing, a request for a Change Order within seven (7) calendar days of receipt of the notice to resume work. The Change Order request shall set forth the specific reasons for adjustments to the Contract Work Time and Final Contract Value. Adjustments to the Final Contract Value may not include profit.
  - B. The Commissioner shall evaluate any such Change Order requests received. If the Commissioner agrees (a) that the cost and/or time required for the performance of the Work has increased as a result of such suspension and (b) that the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers or subcontractors, and was not caused by weather, and that the requested adjustments are fair and correct, then the Commissioner may approve the Change Order.
  - C. No Contract adjustment will be made under this Article to the extent that (a) performance would have been suspended or delayed by any other cause within the Contractor's control or by any factor for which the Contractor is responsible under the Contract; or (b) such an adjustment is provided for or excluded under any other term or condition of this Contract.

## **PERMIT**

Permittee: State of Connecticut, Department of Energy & Environmental Protection  
79 Elm Street, Hartford, CT 06106

Attention: Charles Lee, Assistant Director

Permit Nos.: DS-201904784 (Dam Safety) & WQC-201904785 (Water Quality Certificate)

Municipality: Griswold

Project: Repairs to Pachaug Pond Dam (DEEP ID #5805; Hazard Class C, High Hazard)

Waters: Pachaug River, Pachaug Pond

Pursuant to Connecticut General Statutes Section 22a-403, the Commissioner of Energy and Environmental Protection (“Commissioner”) hereby grants a permit to The Connecticut Department of Energy and Environmental Protection (“the Permittee”) to construct the repairs of the Pachaug Pond Dam. In addition, pursuant to Section 401 of the Federal Clean Water Act (33 USC 1341), Certification is hereby granted for activities, including but not limited to construction or operation of facilities, which may result in any discharge into the waters of the state associated with the above referenced project. The purpose of the project is to repair an existing dam.

## **AUTHORIZED ACTIVITY**

Specifically, the permittee is authorized to: Partially remove the existing gate house and construct a new low level outlet and drawdown chamber on the left dam embankment; raise the left dam embankment by 6 feet; lower the right embankment by 1.3 feet and construct an armored auxiliary spillway on the right embankment; place rip rap on the newly graded upstream slopes; construct a new concrete cutoff wall upstream of the primary spillway; repoint masonry at the downstream face of the primary spillway; construct a new boat launch structure on the right embankment; install a new dry hydrant with a new intake line; and construct an ADA fishing pier downstream of the dam.

The activities proposed will impact the Pachaug River and associated wetlands as follows:

- 14,765 square feet of permanent impacts to the watercourse,
- 1,420 square feet of temporary impacts to wetlands, and
- up to a four foot drawdown of the impoundment.

All activities shall be conducted in accordance with the 19 sheet plan set entitled: “Repairs to Pachaug

Pond Dam” dated March 1, 2019 prepared by Macchi Engineers and submitted as a part of the application.

This authorization constitutes the licenses and approvals required by Section 22a-403 of the Connecticut General Statutes and Section 401 of the Federal Clean Water Act (33 USC 1341).

This authorization is subject to and does not derogate any present or future property rights or other rights or powers of the State of Connecticut, conveys no property rights in real estate or material nor any exclusive privileges, and is further subject to any and all public and private rights and to any federal, state, or local laws or regulations pertinent to the property or activity affected thereby.

Said discharge(s) will comply with the applicable provisions of sections 301, 302, 303, 306 and 307 of the Federal Clean Water Act (33 USC 1311, 1312, 1313, 1316 and 1317, respectively) and will not violate Connecticut's Water Quality Standards.

***The permittee's failure to comply with the terms and conditions of this permit shall subject the permittee, including the permittee's agents or contractor(s) to enforcement actions and penalties as provided by law.***

This authorization is subject to the following conditions:

**CONDITIONS:**

- 1. Expiration.** This Dam Safety Permit shall expire three years following the date of issue unless this permit is specifically renewed. The Water Quality Certification shall expire upon expiration of the U.S. Army Corps of Engineers Section 404 permit for the same activity.
- 2. Construction Commencement and Completion.** If construction authorized herein is not completed within three years of issuance of this permit or within such other time as may be provided by this permit, or if any activity authorized herein is not commenced within three years of issuance of this permit or within such other time as may be provided by this permit, this permit shall expire three years after issuance or at the end of such time as may be authorized by the Commissioner.
- 3. Notification of Project Initiation and Impoundment Drawdown.**
  - a. The permittee shall notify the Commissioner in writing at [DEEP.DamSafety@ct.gov](mailto:DEEP.DamSafety@ct.gov) no less than seven (7) days prior to commencement of permitted activities and no less than seven (7) days following completion of permitted activities.
  - b. The permittee shall, pursuant to Section 22a-377(b)-1(a)(16)C of the Regulations of Connecticut State Agencies, notify the Commissioner and any potentially affected water company in writing at least seven (7) days prior to the lowering of the existing impoundment for the purpose of undertaking permitted activities.

- c. The Department of Energy and Environmental Protection shall be notified at least forty-eight (48) hours prior to drawdown of the impoundment, in accordance with Section 26-138 of the Connecticut General Statutes. Such notification shall be made to the Fisheries Division, 79 Elm Street, Hartford, CT 06106-5127, and telephone no. 860-424-3474.
4. **De minimis Alteration.** The Permittee shall not deviate from the authorized activity without prior written approval from the Commissioner. The Permittee may request a de minimis change to any authorized structure, facility, or activity. A de minimis alteration means a change in the authorized design, construction or operation that individually and cumulatively has minimal additional environmental impact and does not substantively alter the project as authorized.
5. **Accuracy of Documentation.** In issuing this permit, the Commissioner has relied on information provided by the permittee. If such information was false, incomplete, or misleading, this permit may be modified, suspended or revoked and the permittee may be subject to any other remedies or penalties provided by law.
6. **Best Management Practices & Notification of Adverse Impact.** In constructing or maintaining any structure or facility or conducting any activity authorized herein, the permittee shall employ best management practices to control storm water discharges, to prevent erosion and sedimentation, and to otherwise prevent pollution of wetlands and other waters of the State. Best Management Practices include, but are not limited, to practices identified in the *Connecticut Guidelines for Soil Erosion and Sediment Control* as revised, *2004 Connecticut Stormwater Quality Manual*, Department of Transportation's *ConnDOT Drainage Manual* as revised, and the Department of Transportation Standard Specifications as revised.

The permittee shall immediately inform the Commissioner of any adverse impact or hazard to the environment which occurs or is likely to occur as the direct result of the construction, maintenance, or conduct of structures, facilities, or activities authorized herein. Use of 100% Biodegradable Erosion control Products. The use of rolled erosion control products for the stabilization of soil in wetlands and waters, and the floodplain, shall be limited to 100% natural biodegradable materials such as jute, sisal, coir or excelsior. Netting constructed from photodegradable, ultraviolet degradable or biodegradable plastics are not considered "biodegradable" for the purposes of this requirement and shall not be used. Drawdown of the impoundment shall be limited in extent and duration to that necessary to complete the permitted activities.

7. **Reporting of Violations.** The permittee shall, no later than 48 hours after the permittee learns of a violation of this permit, report same in writing to the Commissioner. Such report shall contain the following information:
  - a. the provision(s) of this permit that has been violated;

- b. the date and time the violation(s) was first observed and by whom;
  - c. the cause of the violation(s), if known
  - d. if the violation(s) has ceased, the duration of the violation(s) and the exact date(s) and times(s) it was corrected;
  - e. if the violation(s) has not ceased, the anticipated date when it will be corrected;
  - f. steps taken and steps planned to prevent a reoccurrence of the violation(s) and the date(s) such steps were implemented or will be implemented;
  - g. the signatures of the permittee and of the individual(s) responsible for actually preparing such report, each of whom shall certify said report in accordance with condition 11 of this permit.
- 8. Material Storage in the Floodplain.** The storage of any materials at the site which are buoyant, hazardous, flammable, explosive, soluble, expansive, radioactive, or which could in the event of a flood be injurious to human, animal or plant life, below the elevation of the five-hundred (500) year flood is prohibited. Any other material or equipment stored at the site below said elevation by the permittee or the permittee's contractor must be firmly anchored, restrained or enclosed to prevent flotation. The quantity of fuel stored below such elevation for equipment used at the site shall not exceed the quantity of fuel that is expected to be used by such equipment in one day.
- 9. Permit Transfer.** This permit is not transferable without the prior written consent of the Commissioner.
- 10. Contractor Notification.** The permittee shall give a copy of this permit to the contractor(s) who will be carrying out the activities authorized herein prior to the start of construction and shall receive a written receipt for such copy, signed and dated by such contractor(s). The permittee's contractor(s) shall conduct all operations at the site in full compliance with this permit and, to the extent provided by law, may be held liable for any violation of the terms and conditions of this permit.
- 11. Certification of Documents.** Any document, including but not limited to any notice, which is required to be submitted to the Commissioner under this permit shall be signed by the permittee or a responsible corporate officer of the permittee, a general partner of the permittee, and by the individual or individuals responsible for actually preparing such document, each of whom shall certify in writing as follows:
- “I have personally examined and am familiar with the information submitted in this document and all attachments thereto and I certify that based on reasonable investigation, including my inquiry of the individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief. I understand that a false statement in the submitted information may be punishable as a criminal offense in accordance with Section 22a-6 of the General Statutes, pursuant to Section 53a-157b and in accordance with any other applicable statute.”

- 12. Submission of Documents.** Any document or notice required to be submitted to the Commissioner under this permit shall, unless otherwise specified in writing by the Commissioner, be directed to:

[DEEP.DamSafety@ct.gov](mailto:DEEP.DamSafety@ct.gov)

The date of submission to the Commissioner of any document required by this permit shall be the date such document is received by the Commissioner. The date of any notice by the Commissioner under this permit, including but not limited to notice of approval or disapproval on any document or other action, shall be the date such notice is personally delivered or the date three days after it is mailed by the Commissioner, whichever is earlier. Except as otherwise specified in this permit, the word "day" means any calendar day. Any document or action which is required by this permit to be submitted or performed by a date which falls on a Saturday, Sunday or legal holiday shall be submitted or performed by the next business day thereafter.

- 13. Rights.** This permit is subject to and does not derogate any rights or powers of the State of Connecticut, conveys no property rights or exclusive privileges, and is subject to all public and private rights and to all applicable federal, state, and local law. In constructing or maintaining any structure or facility or conducting any activity authorized herein, the permittee may not cause pollution, impairment, or destruction of the air, water, or other natural resources of this State. The issuance of this permit shall not create any presumption that this permit should be renewed.

**14. DAM SAFETY CONDITIONS**

- a. This permit and a copy of the approved plans and related permit application materials shall be kept at the project site and made available to the Commissioner at any time during the construction of permitted activities.
- b. Permitted dam reconstruction activities shall be performed under the supervision of an engineer who is licensed to practice in the State of Connecticut and who is familiar with dam construction. Said engineer shall, upon completion of the permitted activities, certify to the Commissioner in writing that the permitted activities have been completed according to the approved plans and specifications.
- c. Within thirty (30) days of completion of the permitted activities, permittee shall submit to the Commissioner record drawings depicting the dam construction as completed, including any deviations from the approved plans and specifications. Said drawing shall be prepared and sealed by the engineer who oversaw the construction. In addition, the permittee shall arrange for submission of an electronic copy of the final record drawings in Adobe Acrobat "pdf" format.
- d. Nothing in this permit and no order, approval or advice of the Commissioner, shall relieve any owner or operator of this dam from his legal duties, obligations and liabilities resulting from such ownership or operation. No action for damages sustained through the partial or total failure of any structure or its maintenance shall



be brought or maintained against the state, the Commissioner of Energy and Environmental Protection, or his employees or agents.

- e. **Sequence of Construction and Water Control.** The Sequence of Construction and Water Handling Plan shown on plans shall be utilized by the contractor constructing the dam repair project. If the sequence or water control plan are revised or updated, a PDF copy of the revised versions must be submitted to the Dam Safety Program to the attention of Daniel Lesniewski at: [DEEP.DamSafety@ct.gov](mailto:DEEP.DamSafety@ct.gov) within 48 hours of the revisions.
- f. **Flood Contingency Plan.** The flood contingency plan submitted with the application shall be reviewed by the contractor constructing the dam repair project and if any revisions are made to the plan, a PDF copy of the revised version must be submitted to the Dam Safety Program to the attention of Daniel Lesniewski at: [DEEP.DamSafety@ct.gov](mailto:DEEP.DamSafety@ct.gov) within 48 hours of the revision.
- g. **Unforeseen Conditions.** If during the process of construction, unforeseen conditions are found on the site and the permittee and their engineer determine that it would be appropriate to modify the design, then the permittee shall notify DEEP within 24 hours of any potential design changes to determine if the design modifications will be an activity that can be categorized as a de minimis activity when compared to the permitted design. No work shall take place which was not included as part of the permitted design until DEEP Dam Safety Staff respond to this determination request.

## 15. WILDLIFE CONDITIONS

- a. **Protection of Wood Turtles (*Glyptemys insculpta*).** The measures and procedures listed below must be implemented and adhered to at the site for the duration of the project to be protective of the State listed species of concern, the Wood Turtle.
  - i) A qualified herpetologist/biologist shall be hired to oversee the implementation of Wood Turtle protection measures and procedures for the duration of the project construction. The name and contact information for the herpetologist/biologist shall be provided to the Commissioner no less than 7 days prior to the start of construction.
  - ii) Prior to the start of construction, exclusion fencing shall be installed around the limits of the work area to prevent turtle access to the work area. The exclusion fencing must be at least 20 inches tall and must be secured to and remain in contact with the ground. Silt fencing installed for erosion control may serve this like purpose. **The work area includes all areas used for site access, equipment parking, material staging, material storage, and construction purposes.**
  - iii) The exclusion fencing shall be inspected each day prior to the start of work activities. Any gap or breach in the exclusionary fencing shall be fixed or repaired immediately.

- iv) All construction personnel and work crews shall be apprised of the species descriptions and possible presence.
- v) A search for turtles within the work area shall be completed each work day prior to the start of any work activities. The search shall be performed by the qualified herpetologist/biologist during the month of June. Outside of the month of June, the search may be conducted by a designated employee(s) of the contractor, provided that the designated employee(s) has been appropriately trained by the qualified herpetologist/biologist to perform this function.
- vi) Any turtles that are encountered within the limits of the work area shall be carefully moved, unharmed, to an area immediately outside of the fenced work area and shall be released oriented to head in the same direction as it was found.
- vii) Any confirmed encounters with Eastern Box Turtle, Wood Turtle, or Spotted Turtle shall be reported and documented with the NDDB at [nddbrequestdep@ct.gov](mailto:nddbrequestdep@ct.gov) using the special animal form found at [http://www.ct.gov/deep/cwp/view.asp?a=2702&q=323460&depNav\\_GID=1641](http://www.ct.gov/deep/cwp/view.asp?a=2702&q=323460&depNav_GID=1641). Such reports and documentation shall be filed with the NDDB within 72 hours of encounter.
- viii) All exclusion fencing shall be removed immediately after completion of the project. All soil erosion control fencing shall be removed as soon as soil stabilization is completed.

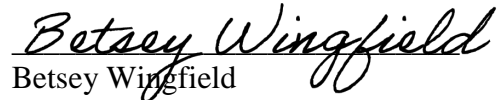
**16. Water Well Contingency.** The Permittee shall submit a contingency plan which addresses potential impacts regarding the yield of residential wells directly affected by an authorized drawdown. This plan shall be submitted for the Commissioner's review and written approval at a minimum of 30 days prior to the scheduled drawdown. This plan should include a public outreach meeting and correspondence with the local health director. If there are any complaints from residents concerning reduced well yield, the DEEP should be notified immediately and the contingency plan should be implemented.

**17. Historical and Archaeological Assessment.** The permittee shall follow the project specifications located in Attachment Q3 of the application under section 2.6 Historical and Archaeological Assessment. The documentation of the dam and its related historic components shall be submitted to the Department of Economic and Community Development State Historic Preservation Office.

PERMIT DS-201904784 (Dam Safety) and WQC-201904785 (Water Quality Certificate)  
Repairs to Pachaug Pond Dam  
Town of Griswold  
Page 8 of 8

Issued by the Commissioner of Energy and Environmental Protection on:

December 15, 2020  
Date

  
Betsey Wingfield  
Deputy Commissioner

SECTION III.B. SPECIFICATIONS

Page(s)

- Project Sign

JSS-1

- Technical Specifications

*(94 pages)*

4'

STATE OF CONNECTICUT ← 1 3/4"

REPAIRS TO  
PACHAUG POND DAM

← 3"  
← 3"  
14"

15"

EDWARD M. LAMONT ← 1 1/2"  
GOVERNOR  
STATE OF CONNECTICUT

KATIE S. DYKES ← 1 1/2"  
COMMISSIONER  
DEPARTMENT OF ENERGY & ENVIRONMENTAL  
PROTECTION

CONNECTICUT  
ENERGY  
ENVIRONMENT

PROJECT ENGINEER ← 1 1/2" → GENERAL CONTRACTOR  
MACCHI ENGINEERS, LLC → FIRM NAME  
Hartford, Connecticut Town, Connecticut

DATE ← 1 3/4"

6'

1. GENERAL

- 1.1 This Section of the Specifications is provided to identify those construction activities or other activities which may have a negative effect on the environment, and to prevent or minimize any damage to the environment which might result from such activities, both during and following the completion of this project.
- 1.2 This Section reinforces those environmental protection requirements which the Contractor is bound to meet under the terms of the Contract, or under Federal or State laws and regulations. If a Contractor fails to comply with environmental provisions of the Contract or law, the Contractor shall be penalized as provided in this Section and as provided elsewhere in this Contract.
- 1.3 Close attention should be given to the additional Contractor responsibilities in this Section of the Specification (Section 8) regarding the Natural Diversity Data Base (NDDDB) requirements for the protection of State listed plants and species.

2. COMPLIANCE WITH LAWS AND REGULATIONS

- 2.1 The Contractor shall at all times conduct his operations in conformity with all Federal and State permit requirements concerning water, air, noise pollution and the disposal of contaminated or hazardous materials. Permit requirements include, but are not limited to Federal regulations administered by the US Army Corps of Engineers.
- 2.2 Appropriate permits shall be required for all activities associated with and incidental to the Contractor's operations including, but not limited to: those on the project site and in all adjacent areas, waste and disposal areas, borrow and gravel banks, storage areas, haul roads, access roads, detours, field offices, and any other temporary staging areas. The Contractor shall be responsible for, and hold the Owner harmless from, any penalties or fines which may be assessed by any authority due to his failure to comply with the terms of all applicable permit requirements.
- 2.3 Any request by the Contractor for authorization of activities or methods not specifically called for by the contract, plans, or applicable permits issued for the project, must be submitted by the Contractor in writing to the Engineer, and must include a detailed description of the proposed activities or methods, the justification for those activities and supporting documentation showing that the proposed activity or method will not create risks of damage to the environment.
- 2.4 In case of failure on the part of the Contractor to perform pollution control work as determined by the Engineer, the Engineer may, upon forty-eight (48) hours written notice, arrange for the performance of the work by approved forces and the cost thereof will be deducted from any moneys due or which may become due to the Contractor under the contract or under any other contract.

3. WATER POLLUTION CONTROL

- 3.1 The Contractor shall, throughout the life of the contract, control and abate siltation, sedimentation and pollution of all waters, underground water systems, inland wetlands, and navigable waters of the State. Temporary construction methods proposed by the Contractor shall also conform to all application or permit requirements. The Contractor shall assume responsibility for all obligations and costs incurred under the terms and conditions of such permit applications or permits.
- 3.2 The Contractor shall obtain any permits and pay any fees required for the performance of work which is not included in the original contract or which is to be done outside the project limits by which is proposed in the fulfillment of his contract obligations including, but not limited to, the removal of material from, deposition of material in, obstruction of, construction within, alteration or pollution of, any inland wetland, navigable water, streams, ponds, lakes, water supplies or other water bodies.
- 3.3 The Contractor shall not make any design changes in the contract work which requires a variance from the requirements of the following items until and unless he has first submitted a detailed written proposal for such changes to the Engineer, and then received written approval for the proposed variances.

BEST MANAGEMENT PRACTICES

- A. No construction shall proceed until erosion and sedimentation controls have been installed as the Engineer directs.
- B. Refueling of equipment or machinery within twenty-five (25) feet of any wetland or watercourse shall be allowed only by the direction of the Engineer.
- C. No construction shall proceed until a written proposal of methods to prevent construction debris, paint, spent blast materials, or other materials from entering the wetland or watercourse has been submitted by the Contractor to the Engineer and approved by the Engineer, and such methods have been implemented as the Engineer directs. These materials shall be collected and disposed of in an environmentally safe manner, in accordance with all applicable Federal and State laws and regulations. The Engineer may order the Contractor to cease such activity temporarily if, in the judgment of the Engineer, wind or storm conditions threaten to cause the deposit of materials into a waterway.
- D. No materials resulting from construction activities shall be placed in or contribute to, the degradation of an adjacent wetland or watercourse. Disposal of any material shall be in accordance with Connecticut General Statutes, including but not limited to, Sections 22a-207 through 22a-209.

- E. Fording of streams with equipment shall be prohibited, except where approved by the Engineer. Such equipment travel shall be minimized. Where frequent equipment travel on stream banks and beds is necessary, washed stone shall be placed to minimize erosion, scour, and turbidity, provided no significant grade change will occur and no significant environmental impact will result. Approval will be required for any haul road or temporary structure placed in wetlands or watercourses.
- F. All off site disposal locations for material and debris resulting from the progress of the project shall be submitted in writing to the Engineer who shall determine whether or not they are acceptable. The Contractor shall ensure that these locations are outside of designated wetlands or watercourses, unless otherwise approved by Local, State or Federal Agencies.
- G. A construction sequencing plan and a water handling plan including a contingency plan for flood events must be submitted in writing to the Engineer and approved by the Engineer prior to the commencement of any construction in a waterway
- H. When dewatering is necessary, pumps shall not discharge directly into the wetland or watercourse. Prior to dewatering, the Contractor must submit to the Engineer a written proposal for specific methods and devices to be used, and obtain the Engineer's approval of such methods and devices to be used for dewatering activities, including but not limited to, pumping the water into a temporary sedimentation bowl, providing surge protection at the inlet and outlet of pumps, or floating the intake of the pump, or other methods to minimize and retain the suspended solids. If the Engineer determines that the pumping operation is causing turbidity problems, said operations shall cease until such a time as a means of controlling turbidity is submitted by the Contractor and approved by the Engineer and implemented by the Contractor.
- I. Work within and adjacent to watercourses shall be conducted during periods of low flow, whenever possible. The Engineer shall remain aware of flow conditions during the conduct of such work, and shall cause such activity to cease should flow conditions threaten to cause excessive erosion, siltation or turbidity. The Contractor shall make every effort to secure the work site before predicted major storms. A major storm shall be defined as a storm predicted by the NOAA Weather Service with warnings of flooding, severe thunderstorms, or similarly severe weather conditions or effects.
- J. All temporary fill shall be stabilized during use to prevent erosion and suitability contained to prevent sediment or other particulate matter from reentering a wetland or watercourse. All areas affected by temporary fills must be restored to their original contours or as directed by the Engineer,



and re-vegetated. The area extent of temporary fill or excavation shall be confined to that area necessary to perform the work, as approved by the Engineer.

- K. Seeding is to be accomplished within seven (7) days of reaching an appropriate grading increment as determined by the Engineer. If the Engineer anticipates and so notifies the Contractor, or if the Contractor intends that a grading operation will be suspended for a period of thirty (30) or more consecutive days, the Contractor shall, within the first seven (7) days of that suspension period, accomplish seeding, or take such other appropriate measures to stabilize the soil as may be required by the Engineer.
- L. Dumping of oil, chemical or other deleterious materials on the ground is forbidden. The Contractor shall provide a means of catching, retaining, and properly disposing of drained oil, removed oil filters, or other deleterious material. All spills of such materials shall be reported immediately by the Contractor to the Department of Environmental Protection.
- M. No application of herbicides or pesticides within twenty-five (25) feet of any wetland shall take place. Outside these limits, the Contractor may submit to the Engineer a proposed applicator's name and Connecticut license number, and must receive the Engineer's approval of the proposed applicator, before such application is carried out.

3.4 If the Contractor wants to make changes in construction operations or scheduling which would affect the use of, or necessity for, any pollution controls, before beginning to implement these changes he must submit a written proposal detailing them to the Engineer, and must receive the Engineer's approval of those changes. As part of his submission, the contractor must submit a plan showing what erosion and sedimentation controls above and beyond those called for in the plans and specifications would be necessitated by the changes he proposes to make in the sequence or nature of project construction activities and related operations.

3.5 The Contractor shall inspect temporary and permanent erosion and sedimentation controls immediately after each rainfall and at least daily during prolonged rainfall. The Contractor shall maintain all erosion and sedimentation control devices in a functional condition. In the event the Contractor fails to maintain such devices in accordance with these documents, and the Contractor does not correct these failures within forty-eight (48) hours after receipt of written notice of such failures from the Engineer, the Department may proceed with approved forces to remedy specified failures and the cost thereof will be deducted from moneys due the Contractor under the contract or under any other contract.

4. AIR QUALITY CONTROL

- 4.1 The Contractor shall exercise every reasonable precaution throughout the life of the contract to safeguard the air resources of the State by controlling or abating air pollution in accordance with the Department of Environmental Protection's regulations. These measures shall include the control and abatement of dust, mist, smoke, vapor, gas, aerosol, other particulate matter, odorous substances or any combination thereof arising from construction operations, hauling, storage, or manufacture of materials.

5. NOISE POLLUTION

- 5.1 The Contractor shall take measures to control the noise intensity caused by his construction operations and equipment including, but not limited to, equipment used for drilling, pile driving, blasting, excavation and hauling.
- 5.2 All methods and devices employed to minimize noise shall be subject to the continuing approval of the Engineer. The maximum allowable level of noise at the nearest residence or occupied building shall be 90 decibels on the "A" weighted scale (dBA). Any operation that exceeds this standard will cease until a different construction methodology is developed to allow the work to proceed within the 90 dBA limit.

6. PROTECTION OF ARCHAEOLOGICAL & PALEONTOLOGICAL REMAINS AND MATERIALS

- 6.1 As a condition of the permitting, the Engineer has retained an archaeologist to be on site during the construction. The Archaeologist's purpose is two-fold; document elements of the existing dam construction that may be uncovered during the repair process and to investigate intact previously undisturbed soil areas for the presence of any Native American archaeological resources.
- 6.2 As part of the documentation of the existing dam construction, the contractor shall permit and assist the archaeologist with access to any historical remains that may be uncovered as the result of the work.
- 6.3 As part of the reconnaissance for potential Native American resources, the archaeologist will require access to previously undisturbed soil areas to perform shovel tests to determine the presence of any artifacts. The reconnaissance areas include the location of the proposed upstream inlet structure and the dam embankment between Stations 0+00 and 1+00. At the proposed inlet structure, the Contractor shall perform dewatering operations and then temporarily cease work to allow reconnaissance. At the dam embankment, the Contractor can perform clearing (but no grubbing) until the reconnaissance is complete. If any Native American resources are found, the Contractor shall cease work in these areas until all artifacts are retrieved.

- 6.4 Contractor shall be alert to the likelihood that, during the prosecution of the work, archaeological or paleontological remains and materials which may be of significance in recording the historic and prehistoric past, may be uncovered. When archaeological or paleontological remains are uncovered, the Contractor shall immediately halt operations in the discovery location and shall notify the Engineer.
- 6.5 The Contractor shall make every effort to preserve archaeological or paleontological remains intact in their original positions in order to preserve the archaeological or paleontological importance of materials in relation to one another and to the enclosing soil.
- 6.6 The Engineer shall have the authority to suspend the work for the purpose of preserving, documenting and recovering the remains and materials of archaeological or paleontological importance for the State. The Contractor shall carry out all instructions of the Engineer for the protection of archaeological or paleontological remains including steps to protect the site from vandalism and unauthorized investigations, from accidental damage and from dangers such as heavy rainfall or runoff. The Contractor shall reschedule his work to minimize the loss of time in completing the project while the State evaluates, records and salvages the archaeological or paleontological information and materials.

7. CONTAMINATED AND/OR HAZARDOUS MATERIAL

- 7.1 The Owner will acquire any "Hazardous Waste Generator Permit(s)" required under the Resource Conservation and Recovery Act, for the management and disposal of all contaminated and/or hazardous material known to exist or discovered during construction operations, provided that:
- a) Such material is within the construction limits defined in the contract, and;
  - b) Such material is not comprised of waste materials generated by the Contractor.
- 7.2 In the event that the Contractor encounters or exposes any material, not previously known or suspected to be contaminated, but which exhibits abnormal properties which may indicate the presence of hazardous or contaminated material, the Contractor shall cease all operations in the vicinity of the abnormal condition, and the Engineer shall be notified immediately. The presence of barrels, discolored earth, metal, wood, visible fumes or smoke, abnormal odors or excessively hot earth may indicate the presence of hazardous or contaminated material, and shall be treated with extreme caution. The proper disposition of the material shall be arranged for via separate contract with the assistance of the Contractor.
- 7.3 Unless otherwise provided for under specific contract item, direct Contractor involvement with hazardous or contaminated materials, other than those

associated with contract operations, is neither required nor solicited under this contract.

- 7.4 When the Contractor performs support work incidental to the removal, treatment or disposal of hazardous or contaminated material, payment will be made at the unit prices for applicable pay items in the contract. When the contract does not include appropriate pay items, payment will be made in accordance with Article 1.04.05 of CTDOT Form 817 entitled "Extra Work".
- 7.5 The Contractor shall faithfully observe all security precautions established pursuant to OSHA 29 CFR 1910.120, including all revisions and amendments, and shall not work in any area, known or suspected of containing hazardous or contaminated material without prior written approval of the Engineer.
- 7.6 The Contractor will assume sole responsibility for the proper storage, handling, management and disposal of all regulated materials and wastes associated with the Contractor's operations, including but not limited to, lubricants, antifreeze, engine fluids, paints and solvent. All costs associated with the Contractor's failure to properly manage such materials in accordance with Federal and State regulations, and all remedial and punitive costs incurred by the Owner as a result of such failure, will be borne by the Contractor.

8. STATE LISTED TURTLE SPECIES – *Glyptemys insculpta* (wood turtle)

8.1 Protection for turtles during **inactive period (October 1<sup>st</sup> - March 30<sup>th</sup>)**

- A. Avoid and limit any equipment use within 50 feet of streams and brooks.
- B. When clearing adjacent to brooks and streams, fell trees to have them fall away from waterway and do not drag trees across the waterway or remove stumps from banks.
- C. No heavy machinery or vehicles may be parked in any turtle habitat.
- D. All construction personnel working within the turtle habitat must be apprised of the species description and the possible presence of a listed species, and instructed to notify the appropriate authorities to relocate any observed turtle.
- E. Any confirmed sightings of box, wood or spotted turtles should be reported and documented with the NDDB ([nddbrequestdep@ct.gov](mailto:nddbrequestdep@ct.gov)) on the appropriate special animal form found at [https://www.ct.gov/deep/cwp/view.asp?a=2702&q=323460&depNav\\_GID=1641](https://www.ct.gov/deep/cwp/view.asp?a=2702&q=323460&depNav_GID=1641)

8.2 Protection for turtles during **active period (April 1<sup>st</sup> – September 30<sup>th</sup>)**

- A. A qualified herpetologist shall be hired to be on site to ensure these protection guidelines remain in effect and prevent turtles from being run over when moving heavy equipment. The herpetologist shall be on site during the initial vegetation removal and installation of the erosion control and/or exclusionary fencing. The herpetologist shall train the Contractor and his employees to ensure the protection strategies are properly implemented throughout the duration of the project, however, the herpetologist shall be on site periodically to ensure the barriers are still intact. This is especially important in the month of June when turtles are selecting nesting sites. All construction personnel working within the turtle habitat must be apprised of the species description and the possible presence of a listed species, and instructed to relocate turtles found inside work areas or notify the appropriate authorities to relocate individuals. The Contractor must search the work area each morning prior to any work being done. If a turtle is discovered later in the day after the initial search, work should stop until the turtle can be relocated by the qualified herpetologist or educated construction worker. Any turtles encountered within the immediate work area shall be carefully moved to an adjacent area outside of the excluded area and any exclusionary fencing should be inspected to identify and remove access point.
- B. Exclusionary practices will be required to prevent any turtle access into harvest areas. These measures will need to be installed at the limits of disturbance. Herpetologist shall determine any necessary locations of exclusionary fencing above and beyond silt fencing shown on the "Site Prep and Phasing Plan".
- C. Exclusionary fencing must be at least 20" tall and must be secured to and remain in contact with the ground and be regularly maintained (at least bi-weekly and after major weather events) to secure any gaps or openings at ground level that may let animals pass through. Do not use plastic or netted silt fence.
- D. All staging and storage areas, outside of previously paved locations, regardless of the duration of time they will be utilized, must be reviewed to remove individuals and exclude them from re-entry.
- E. In areas where silt fence is used for exclusion, it shall be removed as soon as the area is stable to allow for reptile and amphibian passage to resume.
- F. No heavy machinery or vehicles may be parked in any turtle habitat.
- G. Special precautions must be taken to avoid degradation of wetland habitats including any wet meadows and seasonal pools.
- H. When clearing adjacent to brooks and streams, fell trees to have them fall away from waterway and do not drag trees across the waterway or remove stumps from banks.

- I. Avoid and limit any equipment use within 50 feet of streams and brooks.
- J. Any confirmed sightings of box, wood or spotted turtles should be reported and documented with the NDDB ([nddbrequestdep@ct.gov](mailto:nddbrequestdep@ct.gov)) on the appropriate special animal form found at [https://www.ct.gov/deep/cwp/view.asp?a=2702&q=323460&depNav\\_GID=1641](https://www.ct.gov/deep/cwp/view.asp?a=2702&q=323460&depNav_GID=1641)

9. METHOD OF MEASUREMENT AND PAYMENT

- 9.1 All work of this section will be paid for at the contract lump sum price as indicated below which price shall include all materials, equipment, tools, labor and work incidental thereto.

<u>Pay Item</u>	<u>Pay Unit</u>
Exclusionary Fencing	L.F.
Herpetologist	L.S.

- END OF SECTION -

1. GENERAL

- 1.1 The sequence of construction described in this section of the specification is provided for GENERAL INFORMATION ONLY.
- 1.2 The Contractor is required to prepare and submit his proposed sequence of operations in detail for review by the Engineer prior to performing any construction, except the mobilization items listed below.

2. DESCRIPTION

- 2.1 Mobilization: The following work items are to be completed prior to other earthwork or concrete construction.
- A. Visual delineation of the contract limit lines at the construction areas.
  - B. Setup of staging areas.
  - C. Clearing and grubbing as specified.
  - D. Installation of temporary silt fencing and erosion controls.
  - E. Improvements of access roads and anti-tracking pads.
  - F. Installation of field office for DEEP representative and Engineer.
- 2.2 Phase 1: Drawdown Construction & Southwestern Half of Spillway
- A. The construction of the drawdown chamber, low-level inlet and outlet structures and low-level piping are to be constructed as part of Phase 1 of the project. In addition, the repairs to the southwestern half of the spillway are also to be completed under Phase 1. The completed drawdown can then be used for water control purposes as part of the remaining construction.
  - B. The construction of the inlet structure, piping and potentially the spillway repairs will require a temporary cofferdam. See Section 02150 – Cofferdam and Section 02180 – Water Control for details.
- 2.3 Phase 2: Northeastern Half of the Spillway
- A. The repairs to the northeastern half of the spillway are to be constructed as part of Phase 2 of the project.
  - B. The repairs to the spillway could potentially require a temporary cofferdam. See Section 02150 – Cofferdam and Section 02180 – Water Control for details.

2.4 Phase 3: Boat Ramp and Dry Hydrant

- A. The construction of the new boat ramp and the dry hydrant installation are to be constructed as part of Phase 3 of the project.
- B. The construction of the new boat ramp and potentially the dry hydrant installation will require a temporary cofferdam. See Section 02150 – Cofferdam and Section 02180 – Water Control for details.

2.5 Other Construction Items

- A. The scheduling of all other construction work is to be determined by the Contractor.
- B. Construction staking shall be done on a continuous basis during the progress of the work to maintain location and grade controls as shown on the plans.

2.6 Historical and Archaeological Assessment

- A. The dam is potentially eligible for the National Register of Historic Places. As such, an archeologist retained by the Project Engineer and paid for by the Owner, will be performing monitoring, documentation and assessment of various aspects of the construction as follows:
  - 1. Reconnaissance testing for Native American resources in present dry-land areas will be performed prior to any construction.
  - 2. Following cofferdam dam construction and de-watering in Phase 1 for the inlet structure, identification of any intact pre-pond soils in areas subject to excavation will be conducted, followed as appropriate by reconnaissance testing. The archaeologist will monitor mechanical removal of the pond sediment followed by hand-powered soil testing.
  - 3. Monitoring and documentation of internal dam structure and design will be conducted during exposure and excavation of existing spillway and training walls as well as their foundations. Archaeologist documentation will include photography, measurements of exposed components with survey of elevations as appropriate, and preparation of detailed sketch plans.
- B. Contractor shall schedule all affected work with advance notice so Project Engineer can adequately notify the archaeologist and schedule him to be on site for the work.
- C. Contractor shall be aware that slight delays may occur during the excavation of these structures while the archeologist performs the documentation described above.



- D. Contractor shall work with the archeologist and provide access to the various areas as necessary for the archeologist to complete his documentation.

2.7 General Maintenance:

- A. All check dams, sedimentation basins, silt fencing and other erosion control devices shall be maintained and kept in good repair. Sediments shall be removed as directed by the Engineer.
- B. The access roads shall be maintained and kept in good condition for the duration of the project.

3. METHOD OF MEASUREMENT AND PAYMENT

Pay Item

None

- END OF SECTION -

1. GENERAL

- 1.1 The General Conditions and Supplementary General Conditions apply to this Section of the Specifications.
- 1.2 Provide all labor, materials, tools and equipment, as and when required to perform the work specified herein or as shown on the plans, including but not necessarily limited to the following:

2. DESCRIPTION

- 2.1 The contractor shall provide a security system for the field office of the DEEP's representative. The security system shall include at least the following, to the satisfaction of the Engineer:
- 2.2 Intrusion alarm - This shall consist of sound detection (microphones), or sound activated sensors, or Protective Infra-Red (P.I.R.) devices, or other state-of-the-art intrusion detection devices, or any combination thereof. The alarm system shall also include the following:
- A. Perimeter door and window switches.
  - B. Auxiliary power source to maintain system integrity during a power failure.
  - C. A 24-hour central monitoring station. The monitoring station shall notify local police, Contractor representative and State representative upon activation of alarm.
  - D. Sufficient state-of-the-art security equipment to satisfy the needs of the specified field office used in this project.
  - E. A Contractor provided 100 V.A.C. duplex electrical outlet located in close proximity to and for the use of the security system.
  - F. A very high decibel sounding device shall be installed in the field office and sound when an intrusion occurs.

3. MATERIALS

- 3.1 The materials for this work shall conform to manufacturer's specifications, be compatible with telephone company equipment, and of sufficient quality to perform the tasks intended for the duration of the field office use on the project.

4. CONSTRUCTION METHODS

- 4.1 The intrusion alarm shall be installed in conformance with manufacturer's recommendations. The alarm shall be operational for the duration of the field office use. The maintenance of the Construction Field Office Security System shall be the responsibility of the Contractor and shall warrant immediate response and repair should the system be inoperative or in need of repair.
- 4.2 Failure to respond and repair the inoperative system within twenty-four hours of notification of failure shall result in liquidated damages in the amount of \$150.00 per calendar day for each and every day that the system remains inoperative.

5. METHOD OF MEASUREMENT AND PAYMENT

- 5.1 Measurement for payment for the installation and use of a Construction Field Office Security System shall include all materials, equipment, labor, maintenance and work included thereto for the cost of installation, any monthly monitoring fees, and the cost of removal at the conclusion of the project. The contractor will be held responsible for any penalties assessed by municipalities or police departments for false alarm responses and will not be reimbursed for any such penalties assessed.

<u>Pay Item</u>	<u>Pay Unit</u>
Field Office Security System	L.S.

- END OF SECTION -

1. GENERAL

- 1.1 The General Conditions and Supplementary General Conditions apply to this Section of the Specification.
- 1.2 Provide all labor, materials, tools and equipment, as and when required to perform the work specified herein or as shown on the plans, including but not necessarily limited to the following description.

2. DESCRIPTION

- 2.1 Complete the clearing and grubbing within the clearing limits as shown on the plans.
- 2.2 Complete the clearing (no grubbing) in any wetland areas within the clearing limit where no fill or cuts are to occur.
- 2.3 Remove turf and excavate all organic soil within the clearing limits where work is to be performed.
- 2.4 Perform selective pruning and cutting of tree branches as necessary to permit passage of construction vehicles and equipment through existing site entrance at Rill Brook Road.
- 2.5 Removal and disposal of all wood chips, wood, brush, and stumps from the site.

3. CONSTRUCTION METHODS

- 3.1 This work shall conform to the applicable requirements for Section 2.01 of Form 817 entitled "Clearing and Grubbing".
- 3.2 The Contractor shall flag clearing limits and perform a walk through to review these clearing limits with the Owner and the Owner's representative before any clearing is performed.
- 3.3 The Contractor shall clear heavy brush (no grub) in the clearing area between Stations 0+00 and 1+00 to permit the Archaeologist access to perform reconnaissance for Native American artifacts. After reconnaissance has been completed, the Contractor shall complete the clearing and grubbing of the area. See Section 01800 – Environmental Compliance for additional information.
- 3.4 Remove all trees including stumps and shrubs within the clearing limits as shown on the plan. In areas of shallow fill, the Engineer may request that individual trees be left and protected.

- 3.5 Remove turf and excavate all organic soil or other unsuitable material as determined by the Engineer. Removed topsoil shall be stockpiled and seeded to establish vegetative cover.
- 3.6 No grubbing shall be done in wetland areas; removal will be of slash only, except at locations disturbed by proposed construction.
- 3.7 Perform selective pruning and cutting as required on trees to remain along existing access way off Rill Brook Road. Limits and extents of which are to reviewed and marked during a preliminary walk-through with the Contractor, Owner and the Owner's representative.
- 3.8 Wood chips, wood, brush, and stumps shall be removed from the site.
- 3.9 Topsoil at the site is and will remain the property of the Owner. This topsoil may be re-used for the work specified for this project. However, any excess after completion of construction shall be left at the site as directed or approved by the Engineer.
- 3.10 Other surplus material shall be disposed of by the Contractor at his own expense, in conformance with applicable ordinances of municipalities and regulations of state and local agencies.
- 3.11 Trees to remain are to be protected from mechanical and other injury during construction. Methods of surface impact protection shall include fencing and/or trunk armoring. Contractor shall also be aware of potential root zone impacts, and limit storage of equipment and materials accordingly.

4. METHOD OF MEASUREMENT AND PAYMENT

- 4.1 All work of this section including all clearing and grubbing work will be paid for at the contract lump sum price as indicated below which price shall include all materials, equipment, tools, labor and work incidental thereto. All other work of this section will not be measured for payment.

<u>Pay Item</u>	<u>Pay Unit</u>
Clearing and Grubbing	L.S.
Clearing (No Grubbing)	L.S.

- END OF SECTION -

1. GENERAL

- 1.1 The General Conditions and Supplementary General Conditions apply to this Section of the Specification.
- 1.2 Provide all labor, materials, tools and equipment, as and when required to perform the work specified herein or as shown on the plans, including but not necessarily limited to the following:

2. DESCRIPTION

- 2.1 Install and maintain temporary silt fencing or continuous sedimentation control bales as shown on the plans and as directed by the Engineer, including around stockpiled material where such material is susceptible to erosion.
- 2.2 Install and maintain a pump discharge pad for pumping excess water from excavations. Discharge pad shall be constructed as detailed on the drawings.
- 2.3 Establishment of temporary vegetative cover on all disturbed areas if permanent turf establishment can not be provided by October 15.
- 2.4 Furnish and apply water on access roads and across site for the purpose of allaying dust conditions.

3. CONSTRUCTION METHODS

- 3.1 Construction work shall be scheduled or performed by such methods, which will prevent erosion and sediment to flow or reach beyond the contract limit lines for this project. The Contractor shall demonstrate to the Engineer such sedimentation control measures and proposed construction methods which meet these requirements.
- 3.2 This work shall also conform to the applicable requirements of the following Sections of the Standard Specifications (Form 817):
- |                              |              |
|------------------------------|--------------|
| Water Pollution Control      | Section 2.10 |
| Sedimentation Control Bales  | Section 2.18 |
| Sedimentation Control System | Section 2.19 |
- 3.3 The silt fencing, sedimentation control bales, check dams and discharge pads are to be maintained, repaired or replaced until they are no longer required.
- 3.4 At the conclusion of the project, all sediment and erosion control devices are to be removed.

- 3.5 No pumped water from excavations or other areas shall be pumped into the lake or downstream channel. A temporary pump discharge pad, as shown on the drawings, is to be constructed for this purpose.
- 3.6 Temporary turf establishment shall be perennial ryegrass or other approved mixture.
- 3.7 Contractor shall have watering equipment, consisting of pipelines, tanks, tank trucks, or other devices approved by the Engineer, which are capable of applying a uniform spread of water over the surface of the access road or site during dry conditions.

4. METHODS OF MEASUREMENT AND PAYMENT

- 4.1 Silt fencing will be measured and paid for by the number of linear feet of silt fencing completed and accepted.
- 4.2 Temporary turf establishment shall be measured and paid for by the number of square yards measured and accepted in the field.
- 4.3 All other items of this section including installation of silt fence around stockpiled material, stone check dams, pump discharge pad, maintenance and/or repairs of the silt fencing, sedimentation basins, dust control, and other miscellaneous items of this section will be measured for payment on a lump sum basis.

<u>Pay Item</u>	<u>Pay Unit</u>
Silt Fencing	L.F.
Temporary Turf Establishment	S.Y.
All other items Section 02140	L.S.

- END OF SECTION -

1. GENERAL

- 1.1 The General Conditions and Supplementary General Conditions apply to this Section of the Specification.
- 1.2 Provide all labor, materials, tools and equipment, as and when required to perform the work specified herein or as shown on the plans, including but not necessarily limited to the following:

2. DESCRIPTION

- 2.1 Installation of temporary cofferdam for Phase 1, Phase 2 and Phase 3 of the project as shown on the plans and in accordance with Section 7.14 of Form 817.

3. MATERIALS

- 3.1 Materials and method of temporary cofferdam shall be determined by the Contractor provided it is properly designed for the purpose intended.

4. SUBMISSIONS

- 4.1 Contractor shall submit calculations, plan and sequence for the proposed cofferdam stamped by a Connecticut registered engineer.

5. CONSTRUCTION METHODS

- 5.1 Potential cofferdams used for spillway repairs shall have provisions for overtopping during large storm events to prevent embankments from premature overtopping.

6. METHODS OF MEASUREMENT AND PAYMENT

- 6.1 All work for the temporary cofferdam and all incidental expenses related to the cofferdam including design, all materials, equipment, tools, and labor incidental thereto will be paid for at the contract lump sum price for "Temporary Cofferdam".

<u>Pay Item</u>	<u>Pay Unit</u>
Phase 1 Cofferdam	L.S.
Phase 2 Cofferdam	L.S.
Phase 3 Cofferdam	L.S.

- END OF SECTION -



1. GENERAL

- 1.1 The General Conditions and Supplementary General Conditions apply to this Section of the Specification.
- 1.2 Provide all labor, materials, tools and equipment, as and when required to perform the work specified herein or as shown on the plans, including but not necessarily limited to the following:

2. DESCRIPTION

- 2.1 Installation of rigid PVC underdrain system with stone drainage blanket material and filter fabric.

3. MATERIALS

- 3.1 The underdrain pipe system, including fittings, risers, and end caps shall be assembled from rigid PVC components. Pipes shall be schedule 40 and conform to ASTM D-1785, couplings and elbows to ASTM D-2466 or D-2467. The underdrain pipe shall be perforated with two (2) sets of 1/2" diameter holes, spaced at a maximum of six inches on center, located on the bottom side of the pipe. Holes to be placed 30° from each side of pipe centerline. Risers shall be solid PVC.
- 3.2 Stone for the underdrain system shall be sound and durable and meet the gradation requirements for 3/4" stone as shown in Section M.01.01 of Form 817.
- 3.3 Filter fabric shall be non-woven or needle-punched geotextile with spun bound continuous filament, having the following qualities:
- minimum fabric weight of 3 oz./sy  
minimum water flow rate of 60 GPM/sf  
minimum grab tensile strength of 90 lbs  
minimum puncture resistance of 30 lbs

4. SUBMISSIONS

- 4.1 Submit manufacturer's literature for filter fabric.

5. CONSTRUCTION METHODS

- 5.1 Risers or other inlet ends of the underdrain system shall be plugged with end caps. Outlet end to have screened end cap.
- 5.2 PVC underdrain pipe shall be installed to the elevations as shown on the plans. The Contractor may find it necessary to adjust the lengths and locations of drain

from those shown on the plans due to field conditions. The Contractor shall first notify the Engineer before making any changes.

- 5.3 New underdrain system to tie into existing drains as shown on plans. Locations of existing drains are based on as-built drawings and could vary from what is shown. Contractor to provide Engineer with location and elevations of existing pipe to remain after pipe is located in the field. Engineer to verify system before Contractor proceeds with work.
- 5.4 Any fitting showing a crack and any fitting or pipe which has received a severe blow that may have caused an incipient fracture, even though no such fracture can be seen, shall be marked as rejected and removed at once from the work.
- 5.5 The installation of pipe and fittings shall be strictly in accordance with the manufacturer's technical data and printed instructions.
- 5.6 Perforated underdrain pipe shall have stone filter material placed on all sides of the drain and wrapped completely in filter fabric. Refer to drawing details for extents of stone placement.
- 5.7 The Contractor shall drive two #6 reinforcement bars, three (3) feet in length, alongside each riser. Bar shall terminate three (3) to six (6) inches below grade.

6. METHODS OF MEASUREMENT AND PAYMENT

- 6.1 Work for this Section will be paid for at the contract unit price per linear foot for "PVC Underdrains and Risers", which price shall include all incidental expenses including all materials, equipment, tools, and labor incidental thereto. Underdrains and risers will be measured by the actual number of linear feet of drains and risers completed and accepted. Measurements will be taken along the centerline of each unit.
- 6.2 Stone for underdrain system shall not be measured for payment. Cost shall be included in the unit price for "PVC Underdrains and Risers".
- 6.3 Filter fabric for underdrain system shall not be measured for payment. Cost shall be included in the unit price for "PVC Underdrains and Risers".

<u>Pay Item</u>	<u>Pay Unit</u>
PVC Underdrains and Risers	L.F.

- END OF SECTION -

1. GENERAL

- 1.1 The General Conditions and Supplementary General Conditions apply to this Section of the Specification.
- 1.2 The sequence of construction described in this section of the specification is provided for general information only. The Contractor is advised that additional work may be required, as special conditions may arise or during storm events, to protect the dam embankments from damage.

2. DESCRIPTION

- 2.1 The work on this project shall be scheduled and performed so as to prevent storm runoff from Pachaug Pond, the spillway, or the spillway channel to flood or overtop the dam or partially completed work.
- 2.2 The Contractor will be allowed to lower the water elevation in Pachaug Pond during construction activities as follows:
- April 1 through Labor Day – 3'-0" maximum
- Labor Day through March 31 – 4'-0" maximum

3. METHODS OF CONSTRUCTION

- 3.1 During Phase 1 of construction, a cofferdam shall be installed where shown on the plans. The new drawdown system and repairs to approximately ½ of the spillway shall be constructed utilizing the existing drawdown structure and ½ of the spillway for water control.
- 3.2 During Phase 2 of construction, a cofferdam shall be installed where shown on the plans. Repairs to the other ½ of the spillway shall be constructed utilizing the newly constructed drawdown structure and the newly completed half of the spillway.
- 3.3 Masonry repairs to the downstream face of the spillway can be completed during Phase 2. It will require all flow to be temporarily diverted through the new drawdown structure. Depending on inflows, new drawdown structure alone might not prevent pond elevation from rising. Contractor shall schedule work accordingly to ensure adequate time to perform the repairs.
- 3.4 During Phase 3 of construction, a cofferdam shall be installed where shown on the plans. Water control will be accomplished by utilizing the entire length of the recently completed spillway and the newly constructed drawdown structure.
- 3.5 The contractor shall make use of temporary dikes, berms, pumps, and other approved means in order to protect previously completed work. No tools or equipment shall be left unprotected in the spillway and channel area at the end of each day.

- 3.6 The Contractor is to provide pumps, generators, and other equipment that may be necessary to perform excavations and place concrete work in the dry. All pumped water is to be discharged into a pump discharge pad as shown on the drawings.
- 3.7 All methods of water control subject to approval from the Engineer.
- 3.8 Contractor is to provide a continuous flow of water downstream during all phases of the project and re-filling operations.

4. SUBMISSIONS

- 4.1 The Contractor is required to prepare and submit his proposed methods for water control in detail for review by the Engineer, prior to performing any construction.
- 4.2 Contractor's water control plan shall include details, methods, and equipment of water control for all phases of the project.
- 4.3 A review of the proposed water control measures by the Engineer will not constitute any changes in the Contractor's responsibility for protection of life and property under this contract.

5. METHODS OF MEASUREMENT AND PAYMENT

- 5.1 This work will be paid for at the contract lump sum price for "Water Control", which price shall include all materials, equipment, tools, labor and work incidental thereto.

<u>Pay Item</u>	<u>Pay Unit</u>
Water Control	L.S.

- END OF SECTION -

1. GENERAL

- 1.1 The General Conditions and Supplementary General Conditions apply to this Section of the Specification.
- 1.2 Provide all labor, materials, tools and equipment, as and when required to perform the work specified herein or as shown on the plans, including but not necessarily limited to the following:

2. DESCRIPTION

- 2.1 Partial demolition, removal and disposal of existing gate house structure and miscellaneous components to the extents as shown on the plans.
- 2.2 Partial demolition, removal and disposal of concrete intake structure walls and steel grating to the extents as shown on the plans.
- 2.3 Complete demolition, removal and disposal of existing fishing pier structure, including rails and surrounding concrete slushed riprap.
- 2.4 Complete removal and disposal of bituminous walk along crest of dam to the extents as shown on the plans.
- 2.5 Complete removal of existing boat ramp and concrete headwall at top of ramp.
- 2.6 Sawcut, partial removal and disposal of bituminous pavement at right abutment of dam. Extents are to what is necessary for installation of new concrete abutment wall and new boat ramp.
- 2.7 Partial demolition, removal and disposal of cap stones and other masonry at top of existing spillway to the extents as shown on the plans including existing concrete deadman blocks.
- 2.8 Removal and disposal of existing chain link gates, fencing and posts located along the existing spillway training walls.
- 2.9 Removal and disposal of existing entrance gate barriers located to prevent access to each side of dam.
- 2.10 Partial removal and disposal of existing underdrain piping on left downstream embankment to the extents as shown on the plans including the undrain headwall.
- 2.11 Filling of existing gate house structure with flowable fill and concrete to the extents as shown on the plans.

3. CONSTRUCTION METHODS

- 3.1 All demolition and selective demolition is to be performed in such a manner as to prevent damage to any of the remaining structure. Any such damage is to be repaired by the Contractor at his own expense. Restoration of portions of the structure damaged, removed, or altered by the Contractor in furtherance of his operations shall be restored to the equivalent condition existing prior to the start of work and shall be to the satisfaction of the Engineer.
- 3.2 For partial bituminous removal adjacent to the new concrete abutment wall and new boat ramp, Contractor shall only remove what is reasonably necessary for the installation of the new work. Contractor shall review the demolition extents with the Engineer before removal.
- 3.3 The Contractor shall coordinate the partial demolition of the gate house structure, concrete intake walls and spillway cap stones with Section 02180 "Water Control".
- 3.4 Embedded angles in existing gate house structure floor shall be sawcut out and removed. Sawcut is to be completed in neat, straight lines with minimal sawcut overrun.
- 3.5 All removed concrete, masonry, piping, steel grating, fencing and other miscellaneous materials that are not to be used for the new construction must be disposed of off-site by the Contractor in an approved manner.
- 3.6 Any removed or excavated stone that is suitable for riprap shall be stockpiled for use elsewhere on the project.
- 3.7 After existing gate house structure is no longer required for water control purposes, contractor shall fill the existing structure with flowable fill and concrete as shown on the drawings.
- A. Flowable fill refers to a cementitious slurry consisting of a mixture of Portland cement, fly ash, fine aggregate, air entraining admixture and water which is used as a backfill in lieu of compacted earth.
  - B. Minimum compressive strength shall be 150 psi and maximum shall be 300 psi. See Section 03300 – "Cast in Place Concrete" for requirements for concrete fill at upper portion of drawdown structure.

4. SUBMITTALS

- 4.1 Submit mix design for flowable fill material. Contractor shall submit mix design for approval a minimum of ten (10) days before commencing operation.

5. METHODS OF MEASUREMENT AND PAYMENT

- 5.1 Items 2.1 – 2.10 will be paid for at the contract lump sum price for “Demolition”, which price shall include all materials, equipment, tools, labor, and work incidental thereto including disposal of the materials.
- 5.2 Item 2.11 which involves filling of existing gate house with flowable fill and concrete will be paid for at the contract lump sum price for “Filling Gate House Structure”, which price shall include all materials, equipment, tools, labor, and work incidental thereto.

<u>Pay Item</u>	<u>Pay Unit</u>
Demolition	L.S.
Filling Gate House Structure	L.S.

- END OF SECTION -

1. GENERAL

- 1.1 The General Conditions and Supplementary General Conditions apply to this Section of the Specification.
- 1.2 Provide all labor, materials, tools and equipment, as and when required to perform the work specified herein or as shown on the plans, including but not necessarily limited to the following:

2. DESCRIPTION

- 2.1 Provide all signs, support posts, barricades, warning lights, and other appurtenances required to maintain traffic and access to parking and staging areas as shown on the plans.
- 2.2 Provide all barricades and protective safety fence as required to protect open trenches.
- 2.3 Provide all flagmen as necessary for assistance in truck and delivery traffic in and out of the job site.

3. MATERIALS

- 3.1 All construction signs shall be constructed of aluminum with a minimum thickness of 0.100". All colors shall be reflectorized and shall conform to State of Connecticut Department of Transportation Form 817 Section 12.20.
- 3.2 Sign supports - Wt./Ft. = 3 LB. and shall conform to Standard Connecticut sign mounting details.
- 3.3 Construction barricades shall conform to State of Connecticut Department of Transportation Form 817, Section 9.79.

4. CONSTRUCTION METHODS

- 4.1 Contractor shall keep all the roadways open to traffic for the full length of the project and shall provide a sufficient number of travel lanes to move that traffic ordinarily using the roadway.
- 4.2 Protect all work from vehicular and pedestrian traffic during all operations.
- 4.3 Contractor shall keep all signs in proper position, clean and legible at all times. Care shall be taken so that weeds, shrubbery, construction materials or equipment, and soil, are not allowed to obscure any sign, light, or barricade. Signs that no longer apply to an existing condition shall be removed or adjusted so that the legend is not visible to vehicular and pedestrian traffic.



- 4.4 Contractor will make personnel available as flagmen to assist in the direction of traffic as necessary for the duration of the project. This will include the mobilization and de-mobilization operations as well as delivery vehicles entering and leaving the job site.

5. METHODS OF MEASUREMENT AND PAYMENT

- 5.1 Work for this section of the specification will be paid for at the contract lump sum price for "Maintenance and Protection of Traffic", which price shall include all materials, equipment, tools, labor, and work incidental thereto.

<u>Pay Item</u>	<u>Pay Unit</u>
Maintenance and Protection of Traffic	L.S.

- END OF SECTION -

1. GENERAL

- 1.1 The General Conditions and Supplementary General Conditions apply to this Section of the Specification.
- 1.2 Provide all labor, materials, tools and equipment, as and when required to perform the work specified herein or as shown on the plans.

2. DESCRIPTION

- 2.1 Removal of topsoil and organic material from the proposed dam embankment and other areas of proposed construction. Stockpile material in an approved manner as specified under other sections of the specification.
- 2.2 Earth excavation as required for the construction of concrete gate house structure, concrete walls, inlet and outlet structures, piping, spillway repairs, drainage system, boat ramp, dry hydrant, and any other excavation required.
- 2.3 Compaction of the sub-grade and all fill materials.
- 2.4 Cutting and filling on proposed dam embankment to achieve grades as shown on plans. Fill will be accomplished with approved random fill material as specified in this section of the specifications.
- 2.5 Backfill and grading as required at the areas of concrete construction with pervious structural backfill.
- 2.6 Placement of topsoil on all regraded areas at the dam site.
- 2.7 Turf establishment at all disturbed areas at the dam site, storage and staging areas.
- 2.8 Placement of processed stone wearing surface along the crest of the dam.
- 2.9 Placement of bedding material for drawdown piping.
- 2.10 Placement of processed aggregate base under bituminous paving.
- 2.11 Placement of crushed stone subbase material for boat ramp.
- 2.12 Placement of gravel fill material over concrete overtopping protection mattress.
- 2.13 Placement of boulder barricades where shown on the drawings.
- 2.14 Placement of impervious fill material where directed by the Engineer during construction.
- 2.15 The work specified herein shall conform to the applicable requirements of the following Sections of the Standard Specifications (Form 817), unless noted:

Excavation, Formation of Embankment and Disposal of Surplus Material . . . . .	Section 2.02
Structure Excavation. . . . .	Section 2.03
Trench Excavation. . . . .	Section 2.05
Subgrade. . . . .	Section 2.09
Subbase. . . . .	Section 2.12
Pervious Structure Backfill . . . . .	Section 2.16
Processed Aggregate Base . . . . .	Section 3.04
Topsoil . . . . .	Section 9.44
Turf Establishment. . . . .	Section 9.50

2.16 For related work, see the following and other Sections of these Specifications:

Clearing and Grubbing . . . . .	Section 02100
Erosion and Sedimentation Control . . . . .	Section 02140
Drainage System . . . . .	Section 02170
Water Control. . . . .	Section 02180
Riprap. . . . .	Section 02400
Bituminous Concrete . . . . .	Section 02511
Site Piping . . . . .	Section 02700
Precast Concrete . . . . .	Section 03400
Articulated Concrete Blocks . . . . .	Section 04200

### 3. MATERIALS

#### 3.1 RANDOM FILL

A. Random fill material for forming the embankment shall conform to the following requirements.

Square mesh <u>Sieve</u>	% Passing <u>by Weight</u>
8"	100%
5"	95%-100%
3/4"	50%-100%
#4	25%-75%

B. The fraction passing the #4 sieve shall have less than 15% (washed sieve) passing the #200 sieve.

C. Excess excavated materials may be used for random fill materials if they conform to the above requirements and are free from organic and other deleterious material.

### 3.2 STRUCTURAL FILL & PERVIOUS STRUCTURAL BACKFILL

- A. Structural fill material shall be used to replace unsuitable bearing materials. Unsuitable materials consist of organic or other unsatisfactory materials as determined by the Engineer.
- B. Pervious structural backfill shall be used behind all concrete structures to the extent as shown on the drawings.
- C. Structural fill and pervious structural backfill material shall conform to the following requirements.

Square mesh <u>Sieve</u>	% Passing <u>by Weight</u>
3 ½"	100%
¾"	50%-100%
No. 4	25%-80%

Additionally, the fraction passing the No. 4 sieve shall have less than 15% passing the No. 200 sieve.

### 3.3 PROCESSED STONE

Square mesh <u>Sieve</u>	% Passing <u>by Weight</u>
1 ½"	100%
¾"	45%-80%
¼"	25%-60%
#10	15%-45%
#40	5%-25%
#100	0%-10%

### 3.4 PROCESSED AGGREGATE BASE

Square mesh <u>Sieve</u>	% Passing <u>by Weight</u>
2 ¼"	100%
2"	95%-100%
¾"	50%-75%
¼"	25%-45%
#40	5%-20%
#100	2%-12%

### 3.5 IMPERVIOUS FILL MATERIAL

Square mesh <u>Sieve</u>	% Passing <u>by Weight</u>
¾"	100%
#4	90%-100%

#40	65%-90%
#100	50%-75%
#200	35%-50%

Additionally, the impervious fill shall have a maximum permeability of  $10^{-5}$  cm/sec at 95% of its maximum dry density.

- 3.6 Bedding material for the drawdown pipe shall be sand or sandy soil, all of which passes a 3/8" sieve, and not more than 10% passes a No. 200 sieve. Material shall be a minimum of 4" in thickness.
- 3.7 Crushed stone for use as subbase material for the boat ramp or under miscellaneous concrete structures to be bank or crushed stone meeting the requirements of Section M.02 of Form 817 for the size noted on the drawings.
- 3.8 Gravel fill material for fill over concrete overtopping protection mattress shall be bank or crushed gravel, meeting the requirements of Section M.02.02, gradation A of Form 817.
- 3.9 Material for topsoil shall conform to the requirements of Section M13.01 of Form 817.
- 3.10 Boulders for vehicle barriers shall be sound and durable, and average 1 ½ cubic yards in size. On-site stones from the demolition stockpile can be used for vehicle barricades if they are of proper size.
- 3.11 Seed mixture for turf establishment shall conform to the requirements of Section M.13.04 of Form 817.

#### 4. SUBMISSIONS

- 4.1 Initial laboratory sieve analysis of off-site random fill material or excess on-site material to be used as random fill.
- 4.2 Initial laboratory sieve analysis of structural fill and pervious structural backfill material.
- 4.3 Initial laboratory sieve analysis and 5 gallon sample of processed stone.
- 4.4 Initial laboratory sieve analysis of bedding material for drawdown pipe.
- 4.5 Initial laboratory sieve analysis of processed aggregate base material for parking area.
- 4.6 Initial laboratory sieve analysis, permeability analysis and 5 gallon sample of impervious fill material.

- 4.7 Sieve analysis for random fill, structural fill and pervious backfill material, and processed aggregate base material shall include optimum moisture content and maximum dry density.
- 4.8 Manufacturer's literature for seed mixture, showing proportion of species, minimum purity, and minimum germination.

5. CONSTRUCTION METHODS

- 5.1 The existing topsoil shall be removed from the dam and stockpiled for use after the construction is completed.
- 5.2 Stockpiled surplus material or topsoil to have silt fence protection to prevent erosion or runoff from contaminating other areas. (See Section 02140).
- 5.3 All open excavations shall be protected with safety fencing or other suitable barricades when excavation is left open overnight.
- 5.4 Structures that do not bear on bedrock shall have its subgrade compacted with vibratory equipment.
  - A. If wet subgrade is encountered during the excavation for the gate house structure footing or spillway repair footing, Contractor shall place a minimum of 6" of concrete fill below the underside of the footings. See "Specification Section 03300 – Concrete" for details.
  - B. If wet subgrade is encountered during the excavation for all other structures, Contractor shall place a 6" layer of 1 1/4" broken stone below the underside of the footing.
- 5.5 All fill materials shall be placed in layers not to exceed 12 inches and shall be compacted with vibratory equipment to 95% of optimum density.
- 5.6 All fill material shall be subjected to nuclear density tests. Tests shall be made at each lift at a maximum of 50 feet on center. All soil testing is to be performed by a certified soil testing laboratory hired by the Contractor to ensure 95% compaction. Engineer may opt to relax frequency of density tests if initial tests yield consistently passing results.
- 5.7 Material from "cut" between stations 4+00 and 7+50 may be used for "fill" between stations 0+50 and 2+50 if laboratory sieve analysis shows the material to meet the proper gradation requirements. Note that "cut" material will exceed "fill" material. The contractor will be responsible for hauling excess material from the project site. Note that clean fill will be accepted at the Hopeville State Park stockpile area located on Hopeville Road in Griswold across from the State Park. Contractor shall coordinate any fill deliveries to this site with DEEP personnel.
- 5.8 Excavation may reveal areas of unsuitable material. If in the Engineers opinion, material is unsuitable, Contractor shall remove "unsuitable" material and replace with either random fill material, impervious fill or pervious structural backfill

material, depending on its location. Areas in and around new concrete structures to have structural fill, general dam areas to have random fill.

- 5.9 Areas for impervious fill material are not shown on contract drawings. Contractor is to place and compact impervious fill material as and where directed by the Engineer, up to the quantity as shown on the "Project Data Sheet – Bid List" in the Proposal Form of the Specification.
- 5.10 Processed stone for access road at crest of dam shall be placed in a 6" layer.
- 5.11 Processed aggregate base for parking area shall be applied in accordance with Section 3.04 of Form 817, with the exception that it may be placed in one layer. Existing subbase to be compacted before placing 8" layer of processed aggregate base. Processed aggregate base to be compacted to 90% of proctor density.
- 5.12 Walls may be backfilled to half height after the concrete has been in place for min. 48 hours. Additional backfill shall not be placed until the concrete has been in place for min. 5 days, unless otherwise approved by the Engineer.
- 5.13 Depth of existing masonry training wall footings is unknown. Excavation for new gate house structure may require underpinning of existing training wall. Excavation shall expose the existing wall for inspection before proceeding with excavation for underpinning. Underpinning excavation shall be done in stages with a maximum excavation width of 4'-0". (Inspection findings of existing wall condition may require engineer to adjust this width to a more stringent standard.) Underpinning of area shall be completed before continuing with next excavated area which shall be completed in an alternating pattern. See Section 03300 – "Cast-in-Place Concrete" for concrete requirements for underpinning.
- 5.14 Vehicular boulder barricade to be spaced such that the maximum clear opening is less than 4 feet. Each boulder is to be set into finish grade a minimum of 6 inches.
- 5.15 After final grading, topsoil shall be placed to the depth as shown on drawings. After placement, all stones, roots, debris, sod, weeds, and other undesirable material shall be removed. The contractor shall perform such work as required to provide a friable surface for seed germination.
- 5.16 Final seeding shall take place during the growing seasons specified in Section 9.50 of Form 817. Seed shall be applied at the minimum rate of 100 lbs./acre; however, contractor is responsible for complete and uniform seed coverage. Re-seeding or fertilizing may be required for a period of up to 1-year in order to provide a minimum coverage of 100 plants per square foot. All seed shall be covered with an approved mulch material as specified in Form 817.

6. METHOD OF MEASUREMENT AND PAYMENT

- 6.1 Pay items from this section of the specification whose pay unit is based on a linear measurement will be paid according to the number of feet, square feet, square yards, or cubic yards of material as accepted and measured in the field.
- 6.2 Pay items from this section of the specification whose pay unit is based on weight will be paid according to approved delivery weight slips prepared by the supplier, as determined by the Engineer.
- 6.3 Removal of unsuitable materials and replacement with approved fill material shall be paid for according to the total number of cubic yards of material removed as measured in the field by the Engineer.
- 6.4 Bedding material for use under the ductile iron drawdown pipe will not be measured for payment under this Section of the Specification, see Section 02700.
- 6.5 Random fill will be paid for at the contract lump sum price for the specific item as listed below.
- 6.6 All other items of this section not specifically indicated under "Pay Item" below, including laboratory testing, will be paid for at the contract lump sum price for "All Other Items – 02300".
- 6.7 The work specified in this Section of the Specification will be paid for on the following basis which price shall include all materials, equipment, tools, labor, and work incidental thereto. Items of fill material requiring compaction testing shall include cost of testing in the unit price of the work.

<u>Pay Item</u>	<u>Pay Unit</u>
Topsoil	S.Y.
Turf Establishment	S.Y.
Processed Stone	Ton
Crushed Stone	Ton
Processed Aggregate Base	Ton
Boulder Vehicle Barrier	L.F.
Random Fill Material	L.S.
Pervious & Structural Backfill	C.Y.
Gravel Fill	C.Y.
Excavation & Replace Unsuitable Material	C.Y.
Impervious Fill Material	C.Y.
All other items, Section 02300	L.S.

- END OF SECTION -



1. GENERAL

- 1.1 The General Conditions and Supplementary General Conditions apply to this Section of the Specifications.
- 1.2 Provide all labor, materials, tools and equipment, as and when required to perform the work specified herein or as shown on the plans, including but not necessarily limited to the following:

2. DESCRIPTION

- 2.1 Rock excavation for spillway repairs.
- 2.2 Placement of rock fill below the present water surface for widening of the dam embankment.

3. MATERIALS

- 3.1 The following on-site stone materials, when sound and durable, may be used for rock fill on the upstream side of the dam:
  - A. Existing riprap stones to be removed from the upstream side of the dam.
  - B. Any excavated bedrock from the rock excavation in the spillway area.
  - C. Any excess stones from the partial demolition of the existing spillway.
  - D. Any concrete fragments from demolition, if of proper size and free of reinforcing steel.
- 3.2 All rock fill material shall be generally free of soil, as approved by the Engineer.
- 3.3 If additional material is required for the rock fill, it shall be well-graded riprap, sound rocks or boulders.

4. CONSTRUCTION METHODS

- 4.1 The use of explosives will not be allowed for any of the required rock excavation.
- 4.2 Rock excavation below the footing of the existing spillway is to be done in maximum 10 foot widths to avoid undermining of the existing structure.
- 4.3 After excavating the overburden in the spillway area, the Contractor shall establish the rock surface elevations at the spillway.

5. METHOD OF MEASUREMENT AND PAYMENT

- 5.1 Rock excavation, as authorized by the Engineer, will be measured by the actual number of cubic yards of rock, excavated and removed from the area.
- 5.2 Stones for rock fill will be measured, as determined by the Engineer, by the actual number of cubic yards of rock fragments in-place or on trucks or, based on accepted weight slips at 3,000 pounds per cubic yard.

<u>Pay Item</u>	<u>Pay Unit</u>
Rock Excavation	C.Y.
Rock Fill	C.Y.

- END OF SECTION -

1. GENERAL

- 1.1 The General Conditions and Supplementary General Conditions apply to this Section of the Specification.
- 1.2 Provide all labor, materials, tools and equipment, as and when required to perform the work specified herein or as shown on the plans, including but not necessarily limited to the following:

2. DESCRIPTION

- 2.1 DOT standard riprap installation, over stone base and filter fabric, for upstream slope protection to the extents as shown on the drawings.
- 2.2 DOT standard riprap installation for outlet structure splash pad.
- 2.3 DOT modified riprap installation to fill large voids in upstream riprap.

3. MATERIALS

- 3.1 Filter fabric: Non-woven or needle-punched geotextile with spun bound continuous filament having the following qualities:
  - minimum fabric weight of 3 oz./sy
  - minimum water flow rate of 60 GPM/sf
  - minimum grab tensile strength of 90 lbs
  - minimum puncture resistance of 30 lbs
- 3.2 Bedding material for standard riprap shall be  $\frac{3}{4}$ " stone as per the gradation table shown in Section M.01 of Form 817.
- 3.3 Standard riprap: Standard riprap as per section 7.03 of Form 817 and conforming to the requirements of M.12.02-1.
- 3.4 Modified riprap: Modified riprap as per Section 7.03 of Form 817 and conforming to the requirements of M.12.02-3.
- 3.5 Excess stones from the demolition stockpile or from the rock excavation work may be used for riprap applications if it conforms to the gradation size for each use and is substantially clean and free of mortar or concrete.

4. SUBMISSIONS

- 4.1 Product information for filter fabric.

5. CONSTRUCTION METHODS

- 5.1 Install filter fabric on prepared subgrade with a minimum 1'-6" lap. Overlap in the direction of flow. Hold fabric in place with staples or pegs as required to prevent shifting of the fabric. Filter fabric ends shall be lapped over the ends of the riprap material as shown on the plans.
- 5.2 A 6" bedding layer of  $\frac{3}{4}$ " stone is to be used on top of the filter fabric before the standard riprap is placed.
- 5.3 Standard riprap is to be placed in a thickness as shown on the drawings. Rearranging of individual stones by hand placement may be necessary to provide a well-graded and uniform appearance without large voids or other defects.
- 5.4 Standard riprap is to be placed at the outlet structure headwall in a thickness as shown on the plans. Rearranging of individual stones by hand placement may be necessary to provide a well-graded and uniform appearance without large voids or other defects. Riprap is to be slushed with concrete. See Section 03300 "Cast-in-Place Concrete" for plain concrete requirements for riprap.
- 5.5 Modified riprap is to be hand placed to fill large voids in upstream riprap.
- 5.6 Removed materials from existing demolition stockpile may be used for riprap if it is clean, free of concrete or mortar, of uniform size, and of approximately the same gradation as the proposed riprap.

6. METHOD OF MEASUREMENT AND PAYMENT

- 6.1 The quantity of filter fabric measured for payment will be the actual area of square yards of fabric installed and accepted. Overlaps will not be measured for payment.
- 6.2 The quantity of  $\frac{3}{4}$ " stone bedding material measured for payment will be based on approved delivery weight slips prepared by the stone supplier, as determined by the Engineer.
- 6.3 The quantity of standard riprap measured for payment will be the number of cubic yards, whose length and width is measured in place as accepted, and the thickness as shown on the plans. Concrete used to slush voids in riprap will be paid under Section 03300 – "Concrete".
- 6.4 The quantity of modified riprap measured for payment will be based on approved delivery weight slips prepared by the stone supplier, as determined by the

Engineer. If appropriate on-site material is used for modified riprap, the riprap will be measured in place and be paid based on a weight of 1.5 tons per cubic yard.

<u>Pay Item</u>	<u>Pay Unit</u>
Filter Fabric	S.Y.
$\frac{3}{4}$ " Bedding Material	Tons
Standard Riprap	C.Y.
Modified Riprap	Tons

- END OF SECTION -

1. GENERAL

- 1.1 The General Conditions and Supplementary General Conditions apply to this Section of the Specification.
- 1.2 Provide all labor, materials, tools and equipment, as and when required to perform the work specified herein or as shown on the plans, including but not necessarily limited to the following:

2. DESCRIPTION

- 2.1 Furnishing and installation of end bearing timber piles for timber boardwalk as shown on the plans and in accordance with Section 7.02 of Form 817.
- 2.2 The work specified herein shall conform to the applicable requirements of the following reference standards, unless noted
- A. AASHTO-M-133 Specification for Preservative and Pressure Treatment Process for Timber
  - B. ASTM D25 Specification for Round Timber Piles
  - C. AWWA C3 Piles – Preservative Treatment Pressure Process
  - D. AWWA M4 Standard for the Care of Preservative Treated Wood Products

3. MATERIALS

- 3.1 Timber piles shall be pressure-treated with wood preservatives of creosote oil or creosote solution types. Piles shall comply with the requirements of Article M.09.02 (1) of Form 817 except that piles for treatment shall be Douglas fir, larch, Southern yellow pine, Norway pine or red oak.
- 3.2 Conditioning, treatment and wood preservative shall conform to the requirements of AASHTO M 133. The minimum net final retention of preservative per cubic foot of wood shall be 12 pounds.
- 3.3 Piles shall be unused, clean peeled, uniformly tapered, one piece from butt to tip. Piles shall have a minimum dimension of 8" tip diameter and 12" butt diameter.

4. SUBMISSIONS

- 4.1 Submit certification of the species, grade or class of pile material, the grade of wood preservative used, and the final net retention of the preservative in pounds per cubic foot of wood.

4.2 Submit information of proposed driving equipment and a schedule of proposed driving sequence prior to commencing with work

4.3 Submit shop drawings showing the methods and equipment proposed for loading test piles.

5. CONSTRUCTION METHODS

5.1 Treated piles shall be subject to inspection by the Engineer at the site. No previous certifications or approval at the plant shall bar rejection in the field for injury, breakage or defects in the piles prior to their installation.

5.2 The heads of piles shall be treated as follows: The sawed surface shall be thoroughly brush-coated with three successive applications of hot creosote, followed by a thick application of a mixture of 30% creosote and 70% pitch. All bolt holes made in the pile subsequent to treatment shall be treated with creosoted oil by means of an approved pressure bolt-hole treater. After being so treated, all unfilled holes shall be plugged with creosote plugs.

5.3 All timber piles shall be driven to achieve a 10 ton design loading (20 ton ultimate capacity) based on the following geotechnical foundation design parameters:

Design Parameters	Value
Estimated Length below Existing Ground or Mud line in the Pond for 10 Tons/Pile	26 feet
Estimated Lateral Capacity	4 kips
Estimated Uplift Capacity	6 kips *
Angle of Internal Friction	34°
Active Pressure Coefficient $K_A$	0.28
At Rest Pressure Coefficient	0.45
Frost Protection Depth	3.5 feet
Ultimate Sliding Coefficient	0.50
Seismic Site Soil Profile Classification	“D”
Mapped MCE Spectral Response Acceleration for short Periods $S_s$	0.168
Mapped MCE Spectral Response Acceleration for one second Period $S_1$	0.060

\* Based on 10 Ton/pile compression capacity

- 5.4 Do not drive piles within 20 feet of concrete less than 20 days old. If necessary, provide adequate lateral support for installed individual piles to prevent excessive temporary flexural stresses or movement of the pile top out of tolerance. Re-drive any pile which is raised during driving of adjacent piles, to the original tip elevation.
- 5.5 The timber piles shall be cut off at elevation as shown on the drawings unless directed by the Engineer. All material cut off shall remain the property of the Contractor and shall be disposed by him.
- 5.6 Install test piles of the same type and kind as permanent piles. Test piles which pass the load test in an undamaged condition, may be utilized as permanent piles in the work. Failed test piles shall be removed. Comply with ASTM D1143 for pile load test apparatus, for applying load and measuring movements. Perform loading procedures as follows:
- A. Apply the load increments of 25% of the design load to a maximum load of 200% or failure, whichever occurs first. Maintain each load increment until the rate of settlement is not greater than 0.01 in./hr. but not longer than 2 hr.
  - B. Measure the settlement and rebound of the test pile to the nearest 0.01 inch.
- 5.7 Safe bearing capacity of the test pile shall be defined as 50% of the failure load. The failure load shall be defined as the load that produces a movement of the pile butt ( $S_f$ ) equal to:
- $$S_f = S + (0.15 + 0.008D)$$
- Where:  
 $S_f$  = Settlement at failure in inches  
 $D$  = Pile diameter or width in inches  
 $S$  = Elastic deformation of total unsupported pile length in inches
- 5.8 Only 1 acceptable load test is required. However, the engineer may require additional load tests in the event that the behavior of the test pile or any other pile shows any peculiarity, erratic action, or otherwise causes suspicion as the reliability of the safe bearing capacity.
- 5.9 Installation Tolerances:
- A. Deviation from plumb: ¼ inch per foot of pile length, but not more than 3 inches overall.
  - B. Deviation from location of pile top: 3 inches.
- 5.10 Pile Driving Record: Contractor shall maintain a pile driving record during pile driving and submit it to the Project Engineer upon completion of the pile driving. On the record indicate, for each pile driven, type and rating of driving equipment,



overall blow count per foot, number of blows per inch penetration for the last 12 inches, and any unusual conditions encountered during driving.

- 5.11 Pile As-Built: Within 2 weeks after the completion of all pile driving, the Contractor shall provide the Engineer with a plan, certified by a Surveyor or Engineer, showing the as-driven locations of the piles.

6. METHODS OF MEASUREMENT AND PAYMENT

- 6.1 Timber piles that will be measured for payment will be the number of linear feet of timber piles whose length is measured and accepted by the Engineer. Measurement will only consider actual timber piles left in place and will not consider any cutoff portions or failed test piles.
- 6.2 Work for this Section will be paid for at the contract unit price per linear foot for "Timber Piles", which price shall include the cost of furnishing, driving, cutting off, splicing, and all incidental expenses including all materials, equipment, tools, and labor incidental thereto.

<u>Pay Item</u>	<u>Pay Unit</u>
Timber Piles	L.F.

- END OF SECTION -

1. GENERAL

- 1.1 The General Conditions and Supplementary General Conditions apply to this Section of the Specification.
- 1.2 Provide all labor, materials, tools and equipment, as and when required to perform the work specified herein or as shown on the plans, including but not necessarily limited to the following:

2. DESCRIPTION

- 2.1 Construction and maintenance of an anti-tracking pad at each entrance of the access road as detailed on the Contract Drawings.
- 2.2 Installation of temporary construction gate consisting of concrete blocks or other suitable methods to prevent access of unauthorized vehicles at each entrance during non-working hours.
- 2.3 Construction of a temporary staging area for the storage of equipment and materials.
- 2.4 Installation of construction safety fencing around project limits.
- 2.5 Removal of temporary access roads, anti-tracking pads, staging areas and temporary gates at conclusion of project.

3. MATERIALS

- 3.1 Anti-tracking pads are constructed of filter fabric and 2" stone. Requirements for 2" stone can be found under section M.01 of Form 817.
- 3.2 Filter fabric shall be needle-punched geotextile with spun bound continuous filament having the following qualities:
  - minimum fabric weight of 16 oz./sy
  - minimum grab tensile strength of 425 lbs
  - minimum puncture resistance of 195 lbs
- 3.3 Construction safety fencing shall be 4 feet high "Safety Barricade" fencing, model UX4050 as manufactured by Tensar Corporation, Morrow, GA, or approved equal.

4. CONSTRUCTION METHODS

- 4.1 Anti-tracking pads are to be cleaned or replenished as necessary to prevent tracking on to Town or State roads. At the conclusion of the project, the anti-

tracking pads are to be removed from the project and the areas regarded as shown on the plans.

- 4.2 After removal of the anti-tracking pads, the contractor shall be responsible for repairing any damage caused to town roads, bituminous curbing, or metal beam rail at his own expenses.
- 4.3 Contractor shall ensure temporary access through site for the safe passage of concrete trucks and other construction equipment. Contractor shall construct, maintain, or up-grade these temporary access roads as necessary to ensure prompt and convenient delivery of concrete, and to limit dust, erosion, or surface runoff.
- 4.4 Construction barricades shall be provided at each access entrance. Gate or chain to be equipped with padlock to prevent unauthorized vehicle access after working hours.
- 4.5 All staging areas to be well maintained and kept free of garbage and other debris.
- 4.6 Construction fencing or other approved means to be installed around construction limits to prevent pedestrian and other traffic from entering project site. Fencing is not required in areas where silt fencing is to be installed or where there is existing fencing. Fencing is to be kept in good condition throughout the project and is to be upgraded or replaced as necessary. Fencing is to be removed at the conclusion of the project.

5. METHOD OF MEASUREMENT AND PAYMENT

- 5.1 The installation, upkeep and removal of the safety fencing will be paid for by the number of linear feet of fencing installed and accepted by the Engineer. Contractor will not receive additional payment for fencing that needs to be replaced due to use or because of damage.
- 5.2 Payment for all other items specified in this section of the specification will be paid for at the contract lump sum price for "All other items, Section 02500", which price shall include all earthwork, materials for anti-tracking pad, temporary construction gates, staging area, crushed stone parking area at job trailer, any other materials, equipment, tools, labor and work incidental thereto, as follows:

<u>Pay Item</u>	<u>Pay Unit</u>
Construction Safety Fencing	L.F.
All other items, Section 02500	L.S.

- END OF SECTION -

1. GENERAL

- 1.1 The General Conditions and Supplementary General Conditions apply to this section of the Specification.
- 1.2 Provide all labor, materials, tools and equipment, as and when required to perform the work specified herein or as shown on the plans, including but not necessarily limited to the following:

2. DESCRIPTION

- 2.1 Fine grading of base material for pavement.
- 2.2 New 4" two-course bituminous pavement for patching of parking area in area of new abutment wall construction and boat ramp.
- 2.3 Sealing of all joints between new and existing bituminous and concrete pavement.
- 2.4 New 2" one-course bituminous pavement for bituminous walkway at timber boardwalk.

3. MATERIALS

- 3.1 Bituminous concrete for patching at parking area shall conform to the following classes designated by State Specifications Form 817:
  - A. 2" surface course bituminous pavement shall be Class II, in accordance with Section M.04.
  - B. 2" binder course bituminous pavement shall be Class I, in accordance with Section M.04.
  - C. Note that new bituminous patch areas to be a minimum of 4" in thickness or match existing pavement thickness, whichever is greater.
- 3.2 Bituminous concrete for new sidewalk at boardwalk area shall conform to the following classes designated by State Specifications Form 817:
  - A. 2" surface course bituminous pavement shall be Class II, in accordance with Section M.04.
- 3.3 Subbase material for bituminous pavement shall conform to "Processed Aggregate Base" as specified in specification Section 02300 – Earthwork.
- 3.4 Material for tack coat shall be emulsified asphalt conforming to Section M.05 of Form 817.

4. SUBMISSIONS

- 4.1 Description of pavement mix.

5. CONSTRUCTION METHODS

- 5.1 All existing pavement to be removed is to be sawcut in a neat fashion. Ragged edges will not be permitted.
- 5.2 After preparation of subgrade, thoroughly scarify and sprinkle the entire area to be paved, and then compact by rolling to a smooth, hard, even surface of 95 percent compaction.
- 5.3 All paved areas shall consist of an asphaltic concrete surface applied in accordance with thicknesses and classes as shown in Section 3 above. Thickness shall be as measured after rolling.
- A. Conform to D.O.T. Specification Form 817, section 4.06. When not curbed, edge pavement clean and true. Ravelled edges are not acceptable.
  - B. Remove and replace mixtures that become mixed with foreign materials and all defective areas.
- 5.4 Construct asphalt concrete surface course only when air temperature is above 50° F and when base is dry. Base course may be placed when air temperature is above 30° F and rising.
- 5.5 Rolling:
- A. Begin rolling when mixture will bear weight without excessive displacement.
  - B. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.
  - C. Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge. Check surface after breakdown rolling, and repair displaced areas by loosening and filling, if required, with hot material.
  - D. Follow breakdown rolling as soon as possible, while mixture is hot. Continue second rolling until mixture has been thoroughly compacted.
  - E. Perform finish rolling while mixture is still warm enough for removal of roller marks. Continue rolling until all roller marks are eliminated and the course has attained maximum density.
- 5.6 Protect from traffic during all operations.

6. METHOD OF MEASUREMENT AND PAYMENT

- 6.1 All bituminous base material and grading of base material will be measured for payment in Section 02300 – “Earthwork”.
- 6.2 Sealing of joints will not be measured for payment and is to be included in the unit costs of the pay items as shown below.
- 6.3 Payment for items specified in this section of the specification will be paid for at the contract unit prices or contract lump sum prices, complete in place, which price shall include all materials, equipment, tools, labor and work incidental thereto, as shown below.
- 6.4 Extents of measurement for 2-course bituminous patch pay item shall only be for square footage reasonably necessary to perform the concrete work at the new abutment wall and boat ramp as determined by the Engineer. See Section 02200 – Demolition for additional details. Contractor will be responsible for any additional bituminous patch material beyond what was approved by the engineer during the demolition process.

<u>Pay Item</u>	<u>Pay Unit</u>
2-course Bituminous Patch	S.F.
1-course Bituminous Sidewalk	S.F.

- END OF SECTION -

1. GENERAL

- 1.1 The General Conditions and Supplementary General Conditions apply to this Section of the Specifications.
- 1.2 Provide all labor, materials, tools and equipment, as and when required to perform the work specified herein or as shown on the plans, including but not necessarily limited to the following:

2. DESCRIPTION

- 2.1 Provide and install a 5'-0" high PVC coated, wall-mounted, chain link fence on the new retaining wall at the southwest side of the spillway.
- 2.2 Provide and install a 5'-0" high PVC coated, chain link fence alongside the existing training wall at the northeast side of the spillway.
- 2.3 Provide and install a 4'-0" high PVC coated, wall-mounted, chain link fence on 2 sides of the drawdown chamber, on the outlet headwall structure, and on the new concrete abutment wall as shown on the plans and as specified herein.
- 2.4 Provide and install a 4'-0" high, PVC coated, chain link double swing gate at the drawdown chamber as shown on the plans and as specified herein.

3. MATERIALS

- 3.1 The polyvinyl chloride coated chain link fence material shall conform to section M.10.05.1 of Form 817. The color of the coating shall be black.
- 3.2 Posts, rails and caps shall be hot dipped galvanized as per Section M.10.05.2 of Form 817. Outside galvanized surface shall be coated with the same polyvinyl chloride coating as the chain link mesh material.
- 3.3 Posts: Schedule 40, 2.50" O.D.  
Top Rail: Schedule 40, 1.625" O.D.  
Tension wires along bottom of fence: M.10.05.4 of Form 817.

4. SUBMISSIONS

- 4.1 Materials certificate for the materials specified in this Section.

5. CONSTRUCTION METHODS

- 5.1 Chain Link Fencing:
- A. All chain link fencing shall have posts spaced in line of fence not further than 8 feet on centers or to spacing as shown on plans.

- B. Posts shall be set in concrete. Concrete footings shall conform to Section 9.13.03 of Form 817.
- C. Fence runs greater than 100 feet in length shall be braced as indicated in Section 9.13.03 of Form 817.

5.2 Wall Mounted Chain Link Fencing:

- A. All wall mounted chain link fencing shall have posts spaced in line of fence not further than 8 feet on centers or to spacing as shown on plans.
- B. All wall mounted chain link fence to be surface mounted to top of wall with brackets as shown on the plans.

5.3 General:

- A. Post caps shall be fastened with two stainless steel set screws spaced 180° apart.
- B. Double swing gate shall be equipped with security drop bar at bottom of fence anchored into concrete so that the gate does not move when in the closed position. Gate shall have a heavy duty latching type hasp capable of receiving a padlock.
- C. Double swing gate shall span the width of the drawdown structure as shown on the drawings. Contractor to field measure width and provide to installer.
- D. Chain link fencing on both sides of spillway training walls at each end to be equipped with returns to prevent access to top of walls on spillway side of fencing.

6. METHOD OF MEASUREMENT AND PAYMENT

- 6.1 Payment for items specified in this section of the specification will be paid for at the contract unit prices, complete in place, which price shall include all materials, labor, tools and equipment incidental thereto, as follows:

<u>Pay Item</u>	<u>Pay Unit</u>
5'-0" Wall Mounted PVC Chain Link Fence	L.F.
5'-0" PVC Chain Link Fence	L.F.
4'-0" Wall Mounted PVC Chain Link Fence	L.F.
4' high x 12' Double Swing Gate	L.S.

- END OF SECTION -



1. GENERAL

- 1.1 The General Conditions and Supplementary General Conditions apply to this Section of the Specifications.
- 1.2 Provide all labor, materials, tools and equipment, as and when required to perform the work specified herein or as shown on the plan, including but not necessarily limited to the following:

2. DESCRIPTION

- 2.1 New ductile iron inlet and outlet pipe at the drawdown structure.
- 2.2 New PVC fire pumper intake line and accessories.

3. MATERIALS

- 3.1 Ductile iron pipe at drawdown chamber shall be 48" diameter, conforming to AWWA C-151, with double thickness cement lining and seal coat as per AWWA C-104.
  - A. Upstream pipe joints can be of the gasketed, push-on type.
  - B. Downstream pipe joints shall be "Series 1100 MegaLug" mechanical joint restraint or approve equal.
- 3.2 Fire pumper intake line shall conform to NFPA Standards for dry fire hydrant components. Specific components shall include the following:
  - A. PVC piping for fire pumper intake line shall be schedule 80, with the diameters as indicated on the drawings.
  - B. Intake end shall have an 8" PVC dry hydrant strainer suitable for horizontal applications. Strainer to have one side solid to act as a baffle to prevent whirl pooling during periods of low water. Intake to have a stainless steel strainer support clamp anchored to a concrete dead man.
  - C. Pumper connection and fittings to include a dry hydrant adapter, schedule 80 PVC, with a 6" to 4 ½" suction line with 45° bend. Adapter to include a conical strainer, stainless steel snap ring, and snap on cap.
  - D. Contractor to coordinate hook-up hardware with local fire department equipment before ordering material.
  - E. Attach Fiberglass rigid marker to end of intake line for boater hazard warning. Marker to be reflective and extend minimum 4' above normal water elevation.

4. SUBMITTALS

- 4.1 Submit manufacturers' descriptive literature for all items proposed to be furnished and installed under this Section.
- 4.2 Submit manufacturer's specifications and other data required demonstrating compliance with the specified requirements.
- 4.3 Manufacturers' recommended installation procedures which, when accepted by the Engineer, shall become the basis for inspecting and accepting (or rejecting) the actual installation procedures used on this work.

5. CONSTRUCTION METHODS

5.1 Storage and handling:

- A. Protect pipes, fittings, and seals from dirt and damage.
- B. Do not store plastic pipe or fittings in direct sunlight.

5.2 Excavation:

- A. Excavate all pits and trenches to the proper depths and elevations.
- B. The bottom of all trenches shall be graded to a uniform firm bearing for the pipe throughout its entire length.
- C. Place and compact base materials as required before laying pipes.
- D. All required shoring shall comply with OSHA regulations.

5.3 Piping:

- A. Lay pipes to proper elevations as indicated on drawings.
- B. Lay pipes by proceeding upgrade with the spigot ends of bell-and-spigot pipe. Lay the tongue ends of tongue-and-groove pipe pointing in the direction of flow.
- C. Bell and plain ends shall be thoroughly cleaned before installation. Plain end shall be beveled. Sharp edges, which may damage gasket, shall be filed before installation. Lubricant complying with manufacturer's recommendations should be used on the gasket and beveled end.
- D. All joints in ductile iron drawdown piping shall have a concrete cutoff as detailed on the drawings.

- E. Concrete cutoff shall be placed at joints of all ductile iron bends or change of direction. Cutoff shall be as detailed on drawings.
- F. Follow all manufacturer's instructions and recommendations for the installation of the mechanical joint restraints.
- G. Concrete thrust block shall be used at all below grade elbow joints in the dry hydrant system.

5.4 Backfill and compact all trenches as specified in Section 02300.

5.5 Contractor will insure that at all times the safety ribbons or barricades are erected around the outside of all open trenches when an excavation is left open overnight.

6.0 METHOD OF MEASUREMENT AND PAYMENT

6.1 Concrete cutoffs at joints of ductile iron piping will be measured for payment under Section 03300 – “Cast-in-place Concrete”.

6.2 All work associated with the installation of the ductile iron drawdown piping, including the mechanical joint restraints and the bedding material as specified elsewhere, shall be included in the contract unit price for “Ductile Iron Piping”.

6.3 All accessories and piping associated with the fire pumper intake line, including installation, PVC piping, fittings, strainer, hydrant head, adapters, plain concrete anchors and thrust blocks, and any other accessory required for a working dry hydrant system shall be included in the lump sum unit cost for “Fire Pumper Intake Line”.

6.4 Payment for items specified in this section of the specification will be paid for at the contract unit prices for items complete in place, which price shall include all materials, equipment, tools, labor and work incidental thereto, as follows:

<u>Pay Item</u>	<u>Pay Unit</u>
48" Ductile Iron Piping	L.F.
Fire Pumper Intake Line	L.S.

- END OF SECTION -

1. GENERAL

- 1.1 The General Conditions and Supplementary General Conditions apply to this Section of the Specification.
- 1.2 Provide all labor, materials, tools and equipment, as and when required to perform the work specified herein or as shown on the plans, including but not necessarily limited to the following:

2. DESCRIPTION

- 2.1 Furnish and install reinforcement for all cast-in-place concrete structures as shown on the Contract Drawings.
- 2.2 Drilling and grouting of reinforcement into bedrock at spillway.
- 2.3 Drilling and grouting of reinforcement into existing stone spillway.
- 2.4 Drilling and epoxy of reinforcement into existing concrete structures.

3. MATERIALS

- 3.1 This work shall conform to the requirements of Section 6.02 of Form 817 entitled "Reinforcing Steel".
- 3.2 Reinforcing steel and dowel bars shall conform to ASTM A615, Grade 60 and be epoxy coated as per ASTM D3963. Tie wires shall be plastic coated.
- 3.3 All damaged epoxy coating shall be touched up with material furnished by the coating manufacturer for this purpose. The touchup kits shall be suitable for use by the contractor for field application.
- 3.4 Grout for drilled reinforcement bars shall be non-shrink, cementitious, with a minimum 28-day compressive strength of 5,000 psi.
- 3.5 Epoxy for drilled reinforcement bars shall be Hilti HIT-HY 200 or approved equal.

4. SUBMISSIONS

- 4.1 Submit shop drawings for all reinforcing steel.
- 4.2 Submit certification that the reinforcing steel and epoxy coating conform to the requirements of the specifications.
- 4.3 Submit catalog cuts and/or appropriate material and test results for non-shrink grout.

- 4.4 Submit catalog cuts and/or appropriate manufacturer's descriptive literature for epoxy system used for reinforcement into existing concrete.

5. CONSTRUCTION METHODS

- 5.1 No steel wire or form ties shall be left in place within 1-1/2 inch of the concrete surface.
- 5.2 Lap splices shall be as indicated in ACI 318-19. Concrete cover shall be as indicated in ACI 318, as shown on the Contract Drawings or as specified below.
- A. All spillway and spillway slab concrete that is exposed to water shall have 3" of coverage.
- 5.3 Reinforcement that needs to be altered in the field due to improper fit can be done so only with the permission of the Engineer. Burning of reinforcement will not be allowed.
- 5.4 Holes for rock anchors and spillway anchors shall be a minimum of twice the diameter of the reinforcing anchor. Holes shall be drilled to a depth as shown on the plans.

6. METHOD OF MEASUREMENT AND PAYMENT

- 6.1 Reinforcing for concrete items will not be measured for payment. The cost for reinforcing steel as shown on the plans, the specified epoxy touch-up kits, and the epoxied anchors shall be included in the contract unit prices for "Reinforced Concrete".
- 6.2 Drilling and grouting of rock and spillway anchors will be measured for payment by the actual length of drilled holes. The dowel bar will not be measure for payment.

<u>Pay Item</u>	<u>Pay Unit</u>
Drilling and Grouting of Anchors	L.F.

- END OF SECTION -

1. GENERAL

- 1.1 The General Conditions and Supplementary General Conditions apply to this Section of the Specification.
- 1.2 Provide all labor, materials, tools and equipment, as and when required to perform the work specified herein or as shown on the plans, including but not necessarily limited to the following:

2. DESCRIPTION

2.1 Reinforced Concrete:

- a) Spillway structure.
- b) Retaining walls, abutment walls, and headwalls.
- c) Drawdown chamber.
- d) Cast-in-place slab and headwall at boat ramp.
- e) Drawdown inlet and outlet structure.
- f) Concrete encasement of piping and cutoffs for pipe joints.

2.2 Plain Concrete:

- a) Concrete slushed in riprap voids where shown on the drawings.
- b) Concrete for drawdown chamber foundation subgrades if necessary.
- c) Concrete for cellular concrete block terminations and joints.
- d) Concrete for underpinning of masonry training wall.
- e) Concrete for use as fill in upper portion of existing gate house structure.

2.3 Cast-in installation of metal items and appurtenances specified elsewhere.

2.4 PVC and bentonite waterstops.

2.5 Dampproofing of walls.

2.6 Penetrating sealer and protective compound.

2.7 Grout rubbed finish on exposed surfaces.

2.8 This work shall conform to the applicable requirements of Section 6.01 of Form 817, entitled "Concrete for Structures", and includes all required formwork and shoring, finishing and curing.

3. MATERIALS

3.1 Concrete:

- A. Minimum 28 day compressive strength shall be 4,000 psi for all concrete items unless specifically noted below:
  - 1) 3,000 psi concrete mix can be used for:
    - a. encasement and cutoffs for ductile iron piping
    - b. concrete for slushed riprap
    - c. concrete for drawdown chamber foundation subgrades.
    - d. concrete for use as fill in upper portion of existing gate house.
- B. For placement of concrete by pumping methods the Contractor shall design an adequate concrete mix with a 28 day compressive strength of 4,000 psi. The use of lightweight aggregate will not be allowed. All field testing of pumped concrete including the slump and air content will be measured at the outlet pipe.
- C. Slump for reinforced concrete mixes shall be 4" with a variation of +/-1".
- D. All concrete shall be air-entrained as specified in Section M.03.01.09 of Form 817.
- E. Cement shall be Portland Cement, Type I or II conforming to ASTM C150. Cement used in the work shall correspond to that upon which the selection of concrete proportions was based.
- F. Hi-early cement shall be used only with prior approval from the Engineer
- G. Concrete admixtures shall be produced and serviced by established, reputable manufacturer's recommendations.
  - 1) Air-entraining admixtures shall conform to ASTM C260.
  - 2) Water-reducing, set-controlling admixture shall conform to ASTM C494, Type A (water-reducing), Type D (water-reducing and retarding) and Type E (water-reducing, accelerating), Type F or G (high range water-reducing, superplasticizer).
  - 3) Admixtures containing calcium chloride or Thiocyanate shall not be used.
- H. Aggregate:
  - 1) Fine aggregate shall conform to ASTM C33 and be clean, sharp, natural sand, free from loam, clay lumps, or other deleterious substance, within allowable standards.

- 2) Coarse aggregate for normal weight concrete shall conform to ASTM C33 for normal weight concrete. All aggregate shall be clean, uncoated, graded aggregate, containing no clay, mud, loam, or foreign matter. Maximum size of coarse aggregate shall not exceed 3/4".

I. Water shall be fresh, clean, and potable.

- 3.2 Waterstops: PVC, serrated type with center bulb, prefabricated corners and intersections. PVC waterstop at bulkheads can be split flange type. All PVC waterstops to be minimum of 4" in width. PVC waterstop splices shall be heat welded. Bentonite waterstops to be butyl rubber based, designed for concrete construction joints in hydrostatic conditions.
- 3.3 Dampproofing of all backfilled walls as per Section 7.08 of Form 817.
- 3.4 Penetrating sealer and protective compound shall be applied to all exposed concrete spillway surfaces as per Section 8.18 of Form 817. Sealer shall be clear.
- 3.5 Dry pack for underpinning shall consist of one part Portland cement, one part mortar sand, and enough water to make the mixture "ball" when squeezed.
- 3.6 All exposed concrete surfaces shall have grout rubbed finishes as specified in Section 6.01 of Form 817.

#### 4. SUBMISSIONS

- 4.1 Submit laboratories trial mix designs proposed in accordance with Method 1, ACI 301 or one copy each of 30 consecutive test results and the mix design used from a record of past performance in accordance with ACI 301, Method 2. The contractor shall submit the mix designs for approval at least ten (10) days before commencing any concrete operations.
- 4.2 Submit procedures for protecting concrete during placement and curing if required.
- 4.3 Submit catalog cuts and/or appropriate descriptive material and test results for the each of the following: waterstops, dampproofing material, expansion joint filler, penetrating sealer and protective compound.
- 4.4 Contractor to submit means and methods for underpinning including sequence of operations.



5. CONSTRUCTION METHODS

5.1 Coordinate this work with the requirements for water control.

5.2 Formwork:

- A. Forms shall be used to confine and shape concrete to required dimensions. Forms shall have sufficient strength to withstand forces from placement and vibration of the concrete, and sufficient rigidity to maintain specified tolerances.
- B. Design, engineering, and construction of the formwork shall be the responsibility of the Contractor.
- C. Work shall be designed for loads, lateral pressure and allowable stresses in accordance with ACI 347, "Recommended Practice for Concrete Formwork."
- D. All tolerances, preparation of form surfaces, removal of forms etc. shall be in accordance with chapter 4 of ACI 301.
- E. Construction joints shall be located only where shown on the plans. Construction joints, other than shown on the plans, will only be allowed with approval by the Engineer. The surfaces of all construction joints shall be clean, rough, and surface dry when covered with fresh concrete. Cleaning shall consist of the removal of all laitance, loose or defective concrete, coatings, sand, and other foreign material. In addition, construction joints for the spillway concrete shall be wet-sandblasted, washed thoroughly with air water jets, and surface dried prior to placement of adjoining concrete. The sandblasting, washing, and surface drying shall be performed at the last opportunity prior to placing of concrete. Drying of the surface shall be complete and may be accomplished by air jet.
- F. Removal of forms shall be as specified in Section 6.01.03-20 of Form 817.
- G. Owner will provide Contractor a date stamp insert for placement inside one of the concrete forms. Contractor to coordinate location with Owner.

5.3 Concrete Placement:

- A. Formwork shall have been completed and all snow, ice, water, and debris removed from within forms.
- B. Anchors and all embedded items shall have been positioned. All waterstops to be in place and secure before pouring concrete. PVC

waterstops are to be spliced with splicing iron at all joints. Contractor shall use prefabricated pieces at all intersections.

- C. Subgrade shall be sprinkled sufficiently to eliminate water loss from the concrete.
- D. Concrete shall not be placed on frozen ground.
- E. Concrete shall be ready-mixed, batched, mixed and transported in accordance with ASTM C94.
- F. Preparations: Contractor shall provide access for delivery and provide sufficient equipment and manpower to rapidly place all concrete.
- G. Conveying: Concrete shall be handled from mixer to final deposit rapidly by methods, which will prevent segregation, or loss of ingredients to maintain required quality of concrete. It shall be placed in the forms or on grade as near as practicable to its final position and shall be prohibited from free falling more than 6 feet.
- H. Concrete shall be deposited continuously; when continuous placement is not possible, construction joints shall be located as approved by the Engineer. Concrete shall be placed as nearly as possible to its final position. Avoid rehandling or flowing.
- I. During cold weather, provisions shall be made to retain heat by using insulating blankets or by an outside heat source.
- J. Curing and Protection: Immediately following placement, concrete shall be protected from premature drying, hot and cold temperatures, rain, flowing water and mechanical injury. Materials and method of curing shall be approved by the Engineer.
- K. Construction methods for placing concrete by pumping shall conform to the recommended practices of ACI 304 entitled "Placing Concrete by Pumping Methods".
- L. All concrete shall be mechanically vibrated.
- M. Concrete shall be adjusted to produce the required rate of hardening for varied climatic and job site conditions.
  - 1) Under 50° F. ambient temperature - Accelerate (approval in writing required from the Engineer) (Type E admixture - ASTM C494).
  - 2) Over 80° F. ambient temperature - Retard (Type D admixture ASTM C494).

- N. Plain concrete for splashed riprap shall contain a superplasticizer to develop a high slump concrete with good workability. Concrete is to be placed in the voids of the riprap to a depth of  $\frac{3}{4}$  of its total thickness. Any concrete remaining on the top surface of the riprap is to be swept into the voids. The surface of the riprap is to be lightly washed clean with water before the concrete has had a chance to set.
- O. In the event that excavations for footings reveal wet subgrades, the Contractor shall place a minimum of 6" of plain concrete to the underside of the footings.

5.4 Concrete surface finishes shall be as specified in Article 6.01.03-21 of Form 817 and as follows:

- |    |                                      |                         |
|----|--------------------------------------|-------------------------|
| a) | Spillway slabs and tops of walls:    | Float finish            |
| b) | Sides of walls, to 1.0' below grade: | Grout clean down finish |
| c) | Drawdown slab                        | Broom finish            |
| d) | Boat ramp headwall & cast slab       | Broom finish            |

5.5 Testing and Inspection:

- A. Materials and operations shall be tested and inspected as work progresses. Failure to detect defective work shall not prevent rejections when defect is discovered.
- B. The following testing services shall be performed by the testing laboratory selected and paid for by the Contractor:
  - 1) Mold and cure three specimens from each sample of concrete. Plain concrete for splashed riprap does not need to be tested.
  - 2) Test specimens in accordance with "Method of Test for Compressive Strength of Molded Concrete Cylinders," ASTM C39. Two specimens shall be tested at 28 days for acceptance and one shall be tested at 7 days for information. An additional cylinder shall be made as an extra in case a 56-day break is required.
  - 3) Make one strength test for each 50 cu. yds. or fraction thereof, of each mix design of concrete placed in any one day. (One test consists of four cylinders.) Engineer may decide to relax testing requirements during very large or small pours.
  - 4) Determine slump, air content and temperature for each strength test and whenever consistency of concrete appears to vary.
  - 5) All sampling of pumped concrete shall be done at the discharge end of the pump lines.

- C. Contractor shall furnish a concrete cylinder box for curing of the test samples as per Section 6.12 of Form 817.
- D. To facilitate testing and inspection, the contractor shall furnish necessary labor to assist testing agency in obtaining and handling samples at the job site.
- E. During cold weather additional weather information shall be recorded including temperatures at several points within the enclosure and on the concrete surface, corners, and edges to show range of values. See Chapter 9 of A.C.I. 306R.

5.6 Dampproofing shall be applied on the fill side of all walls that are to be backfilled. Apply the dampproofing as indicated in Form 817 or as shown on the drawings, in accordance with the manufacturer's recommendations.

5.7 The penetrating sealer and protective compound shall be applied to all exposed surfaces of the concrete spillway structure in conformance with the manufacturer's recommendations.

5.8 Underpinning:

- A. Concrete for underpinning shall have two (2) 6-inch deep keyways at joints between adjacent sections of underpinning.
- B. Means and methods of installing underpinning is the responsibility of the contractor. Underpinning shall be installed in a sequence to insure the adequate support of the existing foundations at all times.
- C. Restoration of portions of the structure damaged, removed, or altered by the contractor in furtherance
- D. In order to detect any movement of the structures that may be affected by the work, the Contractor shall, prior to excavation, establish a system of vertical and horizontal control points, on or about the structure, tied to bench marks. Readings shall be taken of these points and permanently recorded prior to the start of excavation.
- E. Structure to be underpinned or temporarily supported in place shall have visual methods of determining movement inscribed or firmly affixed on each footing or wall to be underpinned and/or supported. The method used is optional with the Contractor but must be capable of being read to an accuracy of 0.01 feet.
- F. Readings shall be taken daily or more often if necessary during the progress of underpinning or support operations by a qualified person, and for a period of four weeks after completion of such operations. The

frequency of these readings may be reduced at a specific location upon approval of the Engineer.

- G. Any settlement and/or horizontal movement detected shall be reported immediately to the Engineer as shall any cracks, sags, or damage of any nature not noted in the original preconstruction survey. In the event of such movement or damage, the Contractor shall take immediate remedial action, and shall keep the Engineer informed of results.

6. METHOD OF MEASUREMENT AND PAYMENT

- 6.1 The following items will not be paid for directly, but the cost thereof is to be included in the item for reinforced concrete:

- a) Reinforcing steel
- b) Waterstops
- c) Dampproofing
- d) Penetrating sealer and protective compound
- e) Grout rubbed finish
- f) Concrete cylinder curing box
- g) Testing

- 6.2 Concrete will be measured at the actual number of cubic yards of concrete in place, either measured in place or based on approved delivery slips prepared by the concrete supplier, as determined by the Engineer.

- 6.3 The work specified in this section will be paid for at the contract unit prices, for items complete in place, which price shall include all materials, equipment, tools, labor and work incidental thereto, as follows:

<u>Pay Item</u>	<u>Pay Unit</u>
4,000 psi Reinforced Concrete	C.Y.
4,000 psi Plain Concrete	C.Y.
3,000 psi Reinforced Concrete	C.Y.
3,000 psi Plain Concrete	C.Y.
Underpinning Concrete	C.Y.

- END OF SECTION -

1. GENERAL

- 1.1 The General Conditions and Supplementary General Conditions apply to this Section of the Specification.
- 1.2 Provide all labor, materials, tools and equipment, as and when required to perform the work specified herein or as shown on the plans, including but not necessarily limited to the following:

2. DESCRIPTION

- 2.1 Re-mortar of loose stone masonry on spillway training walls as shown in Photographs 1-3 on Drawing 12 of the Contract Documents.
- 2.2 Concrete patch repair to the spillway training wall as shown in Photograph 4 on Drawing 12 of the Contract Documents.
- 2.3 Epoxy injection of cracks on northeast face of stilling basin wall as shown in Photograph 5 on Drawing 12 of the Contract Documents.
- 2.4 Re-mortar of missing stones and in-fill of smaller voids on downstream side of spillway face as shown in Photograph 6 on Drawing 12 of the Contract Documents.

3. MATERIALS

- 3.1 Mortar for repairs to masonry training walls to comply with requirements of ASTM C270. Portland cement to be ASTM C150 type I or II. Hydrated lime to meet the requirements of ASTM C207, Type S. Mortar to have minimum 28 day compressive strength of 3,000 psi.
- 3.2 Concrete Patch Repair Products:
- A. Horizontal applications shall use Sikaquick 1000 rapid hardening repair mortar by Sika Corp. or approved equal.
  - B. Vertical applications shall use SikaTop 123 Plus polymer modified non-sag mortar by Sika Corp or approved equal.
- 3.3 Epoxy adhesive for injection of cracks shall be Sikadur 35, Hi-Mod LV LPL by Sika Corp or approved equal.
- 3.4 Repair mortar for spillway face to consist of the following:
- A. Fast setting, one component, ready to use repair mortar for vertical applications similar to SikaQuick VOH or approved equal.
  - B. Material to have the following minimum properties:

Compressive Strength = 2,000 psi @ 1 day (ASTM C-109)  
Bond Strength = 1,000 psi @ 1 day (ASTM C-882)

4. SUBMISSIONS

4.1 Submit manufacturer's literature, detailed specifications and job specific detailed preparation and application instructions for each repair product.

4.2 Submit a copy or manufacturer's product data sheets and MSDS sheets for each repair product.

5. CONSTRUCTION METHODS

5.1 Stone training wall repair.

- A. Contractor shall remove all broken and loose mortar, dirt and any other material that may affect bond.
- B. Re-set loose and fallen stones back into place. Clean stone surface where mortar is to be placed.
- C. Add Portland cement, hydrate lime and sand to water to achieve desired consistency. Mortar shall be properly mixed as per CT DOT Form 817. Water shall be potable.
- D. Protect and cure area as required.

5.2 Concrete Patch Repair:

- A. Remove all deteriorated concrete, dirt, oil, grease, and all bonding-inhibiting materials from surface. Preparation work shall be done by high pressure water blast or other appropriate mechanical means to obtain an exposed aggregate surface.
- B. Perimeter edges of patch must be sawcut clean and straight to a minimum depth of  $\frac{1}{4}$ ".
- C. Exposed steel reinforcement should be mechanically cleaned to remove all traces of rust. Prime reinforcing steel using Sika Armatec 110 EpoCem or approved equal.
- D. Prime substrate with scrub coat of patch repair product. Apply patch material before wet scrub coat dries.
- E. Follow all manufacturer's recommendations for mixing, application and finishing.

5.3 Epoxy Injection:

- A. Set entry ports over cracks at 6" on center or as recommended by the manufacturer, but not greater than 10" on center. Secure ports in place and seal cracks with Sika Anchorfix-2 or approved equal.
- B. Inject epoxy resin into ports per manufacturer's instructions.
- C. After epoxy hardens, remove ports and clean surfaces of excess epoxy by grinding or other appropriate means so that only edge thickness of completed epoxy fill cracks are noticeable.

5.4 Spillway Masonry Repair:

- A. Contractor shall locate displaced stones from bottom of spillway stilling basin and re-install in larger voids as shown on attached sketch as feasible.
- B. Stones shall be re-set using SikaQuick VOH repair mortar as manufactured by Sika Corporation or approved equal.
- C. Follow all manufacturer's recommendations for mixing, application, finishing and setting time. Note temperature restrictions for product and take appropriate steps to ensure material is mixed and placed at proper temperatures.
- D. If stones are unavailable, repair mortar can be used on its own, however, follow manufacturer's recommendations for maximum lift height.
- E. It is roughly estimated that voids are a maximum 1 foot deep. It is anticipated that the Contractor will fill approximately 75 cubic feet of voids with stone and/or repair mortar.

6. METHOD OF MEASUREMENT AND PAYMENT

- 6.1 The work specified in this section will be paid for at the contract unit prices, for items complete in place, which price shall include all materials, equipment, tools, labor and work incidental thereto, as follows:

<u>Pay Item</u>	<u>Pay Unit</u>
Stone Training Wall Repairs	S.F.
Concrete Spall Repair	S.F.
Epoxy Injection	L.F.
Spillway Stone Masonry Repair	L.S.

- END OF SECTION -



1. GENERAL

- 1.1 The General Conditions and Supplementary General Conditions apply to this Section of the Specification.
- 1.2 Provide all labor, materials, tools and equipment, as and when required to perform the work specified herein or as shown on the plans, including but not necessarily limited to the following:

2. DESCRIPTION

- 2.1 Precast concrete panels and accessories for boat ramp.

3. MATERIALS

- 3.1 Concrete:
- A. Minimum 28 day compressive strength to be 5,000 psi at 28 days.
  - B. Water/cement ration by weight to be 0.38 maximum.
  - C. Slump to be 3 inches maximum. Note that if fabricator elects to use superplasticizer in mix, this requirement does not apply.
  - D. Concrete shall be air-entrained following ASTM C260 non-chloride. Air entrainment shall be 7% +/- 1%.
  - E. Cement shall be Portland Cement, Type II conforming to ASTM C150. Cement proportions shall be a minimum of 658 lbs./cy.
  - F. Concrete admixtures shall be produced and serviced by established, reputable manufacturer's recommendations.
    - 1) Water-reducing, set-controlling admixture shall conform to ASTM C494, Type A (water-reducing), Type D (water-reducing and retarding) and Type E (water-reducing, accelerating), Type F or G (high range water-reducing, superplasticizer).
    - 2) Admixtures containing calcium chloride or Thiocyanate shall not be used.
  - G. Aggregate:
    - 1) Fine aggregate shall conform to ASTM C33 and be clean, sharp, natural sand, free from loam, clay lumps, or other deleterious substance, within allowable standards.

- 2) Coarse aggregate for normal weight concrete shall conform to ASTM C33 for normal weight concrete. All aggregate shall be clean, uncoated, graded aggregate, containing no clay, mud, loam, or foreign matter. Maximum size of coarse aggregate shall not exceed 1/2".

H. Water shall be fresh, clean, and potable.

3.2 Precast Reinforcement:

- A. All reinforcement steel shall be ASTM A615, Grade 60.
- B. All reinforcement steel shall be epoxy coated after fabrication in accordance with ASTM A775.

3.3 Lifting Inserts:

- A. Lifting inserts shall be Dayton Superior F-63 or approved equal.
- B. Lifting inserts shall be stainless steel coil lifting inserts.
- C. Each insert shall have a safe working load in tension of  $\geq 2000$  lbs. and have a factor of safety of 4:1.
- D. The lifting insert must accept  $\frac{3}{4}$ " diameter by  $5 \frac{1}{2}$ " lift lag bolt and be compatible with the Dayton/Richmond double swivel lifting plates.
- E. Plastic slotted setting plugs compatible with the approved lifting inserts shall be provided for each insert.

3.4 Subbase material for precast panel installation shall conform to the specific requirements for each material as specified in Section 02300 – Earthwork.

3.5 Filter fabric under precast panel subbase material shall conform to the requirements for filter fabric as specified in Section 02400 – Riprap.

3.6 See Section 05600 – Miscellaneous Metals for steel guideway rail system for precast panel installation.

4. SUBMISSIONS

4.1 Submit proposed concrete mix.

4.2 Submit manufacturers' descriptive literature for all admixtures.

4.3 Submit shop drawing showing reinforcement, panel dimensions, finishes, and locations of lifting inserts.

5. CONSTRUCTION METHODS

- 5.1 Manufacturing procedures and tolerances shall conform to the requirements of PCI Manual 116.
- 5.2 Before placing concrete, properly install all reinforcement, inserts and any other work to be embedded in concrete.
- 5.3 All reinforcement shall have a minimum of 2" coverage.
- 5.4 Panels shall be tongue and groove and fabricated to the dimensions as shown on the Contract Drawings. Two panels shall be fabricated without the tongue so as to fit in the guiderail's toe plate provided by others. See Section 05600 – Miscellaneous Metals and Contract Drawings for guiderail details.
- 5.5 Finishes on panels shall be a 30° "V"-groove pattern as dimensioned on the Contract Drawings. Panels shall have 1 ½" tooled edges.
- 5.6 Patching will be acceptable providing the structural adequacy of the product and the appearance is not impaired.
- 5.7 Precast concrete panels shall be lifted and supported during manufacturing, stockpiling, transporting and erection operations only at the lifting or supporting points, or both, as shown on the contract and shop drawings, and with approved lifting devices.
- 5.8 Transportation, site handling, and erection shall be performed with acceptable equipment and methods, and by qualified personnel.
- 5.9 Storage:
  - 1. Store all units off the ground.
  - 2. Separate stacked members by battens across full width of each bearing point.
  - 3. Stack so that lifting devices are accessible and undamaged.
- 5.10 Installation of precast panels shall be performed by competent erector. Members shall be properly aligned and leveled as required. Any variations between adjacent members shall be leveled out by jacking, loading, or other feasible method acceptable to the Engineer.
- 5.11 Steel guideway rails shall have been properly placed and subbase material compacted before installation of panels.

6. METHOD OF MEASUREMENT AND PAYMENT

- 6.1 All subbase material and grading of base material will be measured for payment in Section 02300 – Earthwork.
- 6.2 Filter fabric under subbase will be measured for payment in Section 02400 – Riprap.
- 6.3 Steel guideway rails and accessories will be measured for payment in Section 05600 – Miscellaneous Metals.
- 6.4 All other work specified in this section will be paid for at the contract unit prices, for items complete in place, which price shall include all materials, equipment, tools, labor and work incidental thereto, as follows:

<u>Pay Item</u>	<u>Pay Unit</u>
Precast Concrete Panels	S.F.

- END OF SECTION -

1. GENERAL

- 1.1 The General Conditions and Supplementary General Conditions apply to this Section of the Specification.
- 1.2 Provide all labor, materials, tools and equipment, as and when required to perform the work specified herein or as shown on the plans, including but not necessarily limited to the following:

2. DESCRIPTION

- 2.1 Furnish and install 50T Block 1.5 Mat ArmorFlex cellular concrete erosion control block system as manufactured by Contech Engineered Solutions or approved equal.
- 2.2 A complete system shall include filter fabric, a layer of free draining stone, confining geogrid, and tapered concrete block.

3. MATERIALS

3.1 GENERAL:

- A. All cellular concrete mats shall be prefabricated as an assembly of concrete blocks, with specific hydraulic capacities, laced with revetment cables. Cellular concrete mats may be assembled on-site by hand-placing the individual units either with or without subsequent insertion of cables.
- B. Individual units in the system shall be staggered and interlocked for enhanced stability. The mats shall be constructed of open and/or closed cell units as shown on the contract drawings. The open cell units have two (2) vertical openings of rectangular cross section with sufficient wall thickness to resist shipping and installation. Parallel strands of cable shall extend through two (2) cable ducts in each block allowing for longitudinal binding of the units within a mat. Each row of units shall be laterally offset by one-half of a block width from the adjacent row so that any given block is cabled to four other blocks (two in the row above and two in the row below).
- C. Each block shall incorporate interlocking surfaces that minimize lateral displacement of the blocks within the mats when they are lifted by the longitudinal revetment cables. The interlocking surfaces must not protrude beyond the perimeter of the blocks to such an extent that they reduce the flexibility or articulation capability of the cellular mats or become damaged or broken when the mats are lifted during shipment or placement. Once the mats are in place, the interlocking surfaces shall

minimize the lateral displacement of the blocks even if the cables should become damaged or removed. The mats must be able to flex a minimum of 18° between any given row or column of blocks in the uplift direction and a minimum of 45° in the downward direction.

3.2 Cementitious materials shall conform to the following ASTM specifications:

- A. Portland Cements - Specification C 150, for Portland Cement.
- B. Blended Cements - Specification C 595, for Blended Hydraulic Cements.
- C. Hydrated Lime Types - Specification C 207, for Hydrated Lime Types.
- D. Pozzolans - Specification C 618, for Fly Ash and Raw or Calcined Natural Pozzolans for use in Portland Cement Concrete.

3.3 Aggregates shall conform to ASTM C 33 for normal weight concrete aggregates, except that grading requirements shall not necessarily apply.

3.4 Concrete units shall be produced by a dry cast method.

3.5 At the time of delivery to the site, units shall conform to the physical requirements as shown below.

<b>Compressive Strength Net Area</b> <b>Min. p.s.i</b>		<b>Water Absorption</b> <b>Max. lb./ft<sup>3</sup></b>	
Avg. of 3 units	Individual Unit	Avg. of 3 units	Individual Unit
4,000	3,500	9.1	11.7

Units shall be sampled and tested in accordance with ASTM D 6684-04, Standard Specification for Materials and Manufacture of Articulating Concrete Block (ACB) Revetment Systems.

3.6 VISUAL INSPECTION:

- A. All units shall be sound and free of defects that would interfere with either the proper placement of the unit or impair the performance of the system. Surface cracks incidental to the usual methods of manufacture, or surface chipping resulting from customary methods of handling in shipment and delivery, shall not be deemed grounds for rejection.
- B. Cracks exceeding 0.25 inches (.635 cm) in width and/or 1.0 inch (2.54 cm) in depth shall be deemed grounds for rejection.
- C. Chipping resulting in a weight loss exceeding 10% of the average weight of a concrete unit shall be deemed grounds for rejection

- D. Blocks rejected prior to delivery from the point of manufacture shall be replaced at the manufacturer's expense. Blocks rejected at the job site shall be repaired with structural grout or replaced at the expense of the contractor.

### 3.7 GEOTEXTILE FILTER FABRIC

- A. The geotextile filter shall meet the minimum physical requirements listed below:

Physical Property	Test Procedure	Minimum Value
Grab Tensile Strength (Unaged Geotextile)	ASTM D4632	200 Lbs. (in any principal direction)
Breaking Elongation (Unaged Geotextile)	ASTM D4632	50% max. (in any principal direction)
Burst Strength	ASTM D3786	400 psi
Puncture Strength	ASTM D4833	115 lbs.
A.O.S., U.S. Std. Sieve	ASTM D4751	see Design Manual
% Open Area	CWO-22125-86	see Design Manual
Permittivity	ASTM D4491	See Design Manual

- B. The geotextile must be permitted to function properly by allowing relief of hydrostatic pressure; therefore concrete shall not be allowed to clog the filter fabric.
- C. The geotextile fiber shall consist of a long-chain synthetic polymer composed of at least 85 percent by weight of propylene, ethylene, ester, or amide, and shall contain stabilizers and/or inhibitors added to the base plastic, if necessary, to make the filaments resistant to deterioration due to ultraviolet and heat exposure. The edges of the geotextiles shall be finished to prevent the outer fiber from pulling away from the geotextiles.
- D. During all periods of shipment and storage, the filter fabric shall be protected from direct sunlight, ultraviolet rays and temperatures greater than 140 degrees Fahrenheit. To the extent possible, the fabric shall be maintained wrapped in its protective covering. The geotextile shall not be exposed to sunlight, ultraviolet rays until the installation process begins.
- E. Final acceptance of the filtration geotextile by the Engineer based on project specific soil information. The Contractor shall provide the site-specific soil and modified proctor curves for the site-soil, at his own expense, to the manufacturer. Also, the contractor shall be responsible for the performance of the test by a certified independent laboratory

experienced in performing such test. The test shall be performed under the actual field soil conditions or as otherwise required by the Engineer.

- F. At the time of installation, the filter fabric shall be rejected if it has been removed from its protective cover for over 72 hours or has defects, tears, punctures, flow deterioration, or damage incurred during manufacture, transportation or storage. With the acceptance of the Engineer, placing a filter fabric patch over the damaged area prior to placing the mats shall repair a torn or punctured section of fabric. The patch shall be large enough to overlap a minimum of three (3) feet in all directions.

### 3.8

#### GEOGRID

- A. The geogrid shall meet the minimum physical requirements listed below:

Property	Unit	Value	
		MD	XMD
Tensile Strength	lb/ft	850.	1000
Elongation @ Maximum Load	%	12.	9
Tensile Strength @ 2% Strain	lb/ft	270	410
Tensile Strength @ 5% Strain	lb/ft	580	820
Rib Strength	lb/ft	950	950
Junction Strength	lb/ft	890	890
Junction Efficiency	%	90	
Flexural Rigidity	mg-cm	250,000	
Grid Opening Size	inch	1.5	1.5

### 4.

#### SUBMISSIONS

- 4.1 Contractor shall submit all manufacturer's hydraulic testing and calculations in support of the proposed cellular concrete block system and geotextile.
- 4.2 Cellular concrete mats will only be accepted when accompanied by documented hydraulic performance characteristics that are derived from tests under controlled flow conditions. Testing guidelines should conform to U.S. Federal Highway Administration and U.S. Bureau of Reclamation Testing Protocol as documented in "Minimizing Embankment Damage During Overtopping Flow", Report No. FHWA-RD-88-181 and all hydraulic performance testing shall be performed in a 2H:1V flume.



- 4.3 Contractor shall furnish manufacturer's certificates of compliance for cellular concrete blocks/mats. Contractor shall also furnish the manufacturer's specifications, literature and any recommendations that are specifically related to the project.
- 4.4 Contractor shall submit project layout and mat spreadsheet as prepared by manufacturer.
- 4.5 Contractor shall submit all manufacturer's descriptive data and literature pertaining to the geotextile filter fabric and the geogrid.

5. CONSTRUCTION METHODS

5.1 FOUNDATION PREPARATION:

- A. Areas on which filter fabric and cellular concrete blocks are to be placed shall be constructed to the lines and grades shown on the Contract Drawings and to the tolerances specified in the Contract Documents, and approved by the Engineer.
- B. All areas to receive the block system shall be compacted and graded to a smooth plane surface to ensure that intimate contact is achieved between the slope face and the geotextile (filter fabric), and between the geotextile and the entire bottom surface of the cellular concrete blocks. All slope deformities, roots, grade stakes, and stones which project normal to the local slope face must be re-graded or removed. No holes, "pockmarks", slope board teeth marks, footprints, or other voids greater than 1.0 inch in depth normal to the local slope face shall be permitted. No grooves or depressions greater than 0.5 inches in depth normal to the local slope face with a dimension exceeding 1.0 foot in any direction shall be permitted. Where such areas are evident, they shall be brought to grade by placing compacted homogeneous material. The slope and slope face shall be uniformly compacted, and the depth of layers, homogeneity of soil, and amount of compaction shall be as required by the Engineer.
- C. Excavation and preparation for anchor trenches, side trenches, and toe trenches or aprons shall be done in accordance to the lines, grades and dimensions shown in the Contract Drawings. The anchor trench hinge-point at the top of the slope shall be uniformly graded so that no dips or bumps greater than 0.5 inches over or under the local grade occur. The width of the anchor trench hinge-point shall also be graded uniformly to assure intimate contact between all cellular concrete blocks and the underlying grade at the hinge-point.
- D. Immediately prior to placing the filter fabric and cellular concrete blocks, the prepared subgrade shall be inspected by the Engineer as well as the owner's representative. No fabric or blocks shall be placed thereon until that area has been approved by each of these parties.

5.2 FILTER FABRIC:

- A. The filter fabric shall be placed directly on the prepared area, in intimate contact with the subgrade, and free of folds, wrinkles, or excess tension.
- B. The filter fabric shall be placed so that upstream sections overlap downstream sections and so that upslope sections overlap downslope sections. Overlaps shall be in the direction of flow whenever possible.
- C. The longitudinal and transverse joints shall be overlapped at least 3 feet for below water installations and at least 2 feet for dry installations.
- D. The filter fabric shall extend at least 1 foot beyond the top, bottom, and flanking revetment termination points.

5.3 DRAINAGE STONE

- A. After installation of fabric, free draining crushed stone shall be placed to the thickness shown on the Contract Drawings.
- B. Crushed stone shall consist of sound, tough, durable stone, reasonably free from soft, thin, elongated, friable, laminated, micaceous or disintegrated pieces, mud, dirt or other deleterious material and shall be sized to meet the requirements of Grading A, Article M.02.06

5.4 GEOGRID

- A. After installation of drainage stone material, geogrid shall be placed as specified herein.
- B. Geogrid shall have minimum 1' foot overlaps and placed so that upstream sections overlap downstream sections. Overlaps shall be in the direction of flow whenever possible.

5.3 CELLULAR CONCRETE BLOCKS

- A. Cellular concrete block/mats shall be constructed within the specified lines and grades shown on the Contract Drawings.
- B. The cellular concrete blocks shall be placed on the geogrid in such a manner as to produce a smooth plane surface in intimate contact with the geogrid. No individual block within the plane of placed cellular concrete blocks shall protrude more than one-half inch or as otherwise specified by the Engineer. To ensure that the cellular concrete blocks are flush and develop intimate contact with the subgrade, the blocks shall be "seated" with a roller or other means as approved by the Engineer.

- C. Anchor trenches and side trenches shall be backfilled and compacted flush with the top of the blocks. The integrity of a soil trench backfill must be maintained so as to ensure a surface that is flush with the top surface of the cellular concrete blocks for its entire service life. Toe trenches shall be backfilled as shown on the Contract Drawings. Backfilling and compaction of trenches shall be completed in a timely fashion. No more than 500 linear feet of placed cellular concrete blocks with non-completed anchor and/or toe trenches shall be permitted at any time.
- D. The manufacturer of the cellular concrete blocks shall provide design and construction advice during the design and initial installation phases of the project when required.

6. METHOD OF MEASUREMENT AND PAYMENT

- 6.1 All work specified in this section of the specification will be paid for at the contract unit price, complete in place, which price shall include all materials, equipment, tools, labor and work incidental thereto, as follows:

<u>Pay Item</u>	<u>Pay Unit</u>
Cellular concrete block system	S.F.
Filter Fabric	S.Y.
Geogrid	S.Y.
Drainage Layer	Ton

- END OF SECTION -

1. GENERAL

- 1.1 The General Conditions and Supplementary General Conditions apply to this Section of the Specification.
- 1.2 Provide all labor, materials, tools and equipment, as and when required to perform the work specified herein or as shown on the plans, including but not necessarily limited to the following:

2. DESCRIPTION

- 2.1 Provide and install sluice gate and lift mechanism complete with all required accessories as stated herein or as shown on the drawings.
- 2.2 Provide and install an enclosed geared lift indicated in Contract Drawings.

3.0 MATERIALS

- 3.1 Materials and installation shall conform to the requirements of the C501 specifications of the American Water Works Association (AWWA).
- 3.2 Sluice Gate Size: Nominal 48"x48" heavy duty gate (no gaskets, provide metal to metal fit) "E" Type Thimble: Nominal 48" opening.  
Maximum Head: 25 feet, seating.
- 3.3 Accessories:
- A. Thimble shall be cast iron, ASTM A126, Class B or ASTM A 48, Class 30; or Stainless steel ASTM A276, type 304.
  - B. Frame shall be Stainless steel, ASTM A-240, Type 304L or 316L.
  - C. Guides and Side Seals shall be ultra-high molecular weight polyethylene (UHMWPE), ASTM D-4020.
  - D. Slide shall be ultra-high molecular weight polyethylene (UHMWPE), ASTM D-4020.
  - E. Yoke shall be Stainless steel, ASTM A-240, Type 304L or 316L.
  - F. Gears shall be bronze, ASTM B148 (CA 952, CA 954, or CA 958) ASTM B 584 (CA 865 or CA 867) or Steel AISI 8620 or AISI 4140.
  - G. Bearings shall be bronze, ASTM B148-9C (CA 954) or ASTM B-150 (CA 623).
  - H. Wedges, thrust nut, stem couplings, and gate activator lift nut shall be bronze, ASTM B584 (CA 872).

- I. Seating faces and stem guide liners shall be bronze, ASTM B98 (CA 651 or CA 655), ASTM B139 (CA 521, CA 524 or CA 544), or stainless steel, ASTM A267, type 302 or 304.
- J. Stems shall be bronze ASTM B98 (CA 655) or stainless steel, ASTM A582, type 303, or ASTM A276, type 302, 303, or 304.
- K. Fasteners shall be bronze, ASTM B98 (CA 651 or CA 655), or stainless steel ASTM A276, type 302 or 304, or ASTM A582, type 303, or ASTM F593 and F594, type 304.
- L. Flush bottom seal shall be elastomeric materials, EPDM, ASTM D2000.
- M. Flush bottom retainer bar shall be cast iron ASTM A126, Class B; stainless steel, ASTM A276, type 302 or 304, ASTM A582, type 303; bronze ASTM B98, (CA 651 or 655).
- N. Compression Cord shall be of EPDM material.

3.4 Enclosed geared lift to be model Rotork IS9 or approved equal. The gear ratio shall be 12:1.

3.5 Provide cast iron floor box with locking cover. Floor box to be 12" deep and minimum 7" in diameter. Floor box to have integral stem guide. Top of floor box frame shall have 2 inserts to attach existing portable gate operator (owned by CT DEEP). Contractor to coordinate size of inserts with CT DEEP staff.

3.6 Contractor shall provide "Tee" handle closure for gate operation to Owner at end of project completion.

#### 4. SUBMISSIONS

4.1 Shop drawings for sluice gate and accessories, showing the principal dimensions and general construction of, and materials used in all parts of the sluice gate and lift mechanism.

4.2 Complete installation instructions and maintenance procedures.

#### 5. CONSTRUCTION METHODS

5.1 The frames shall be of ample section and cast in one piece. The frame shall be designed for the maximum head indicated with a minimum safety factor of five with respect to tensile, compressive, and shear strength. All surfaces forming joints or bearings shall be machined. The frame shall be machined on the rear face to bolt directly to the machined face of the wall thimble.

- 5.2 The slide shall have strengthening ribs where required, and a reinforced section to receive the seating faces. The slide shall have tongues on each side extending its full length, and these tongues shall be accurately machined on contact surfaces. Surfaces of the slide that come in contact with the seat facings and wedges shall be accurately machined. The maximum allowable clearance between the slide and the slide guide shall be 1/16". A thrust nut pocket shall be provided above the horizontal center line of the slide reinforced by ribs. The thrust nut pocket shall be drained.
- 5.3 Seated faces shall be firmly secured in finished grooves in the frame and slide faces in such a way as to insure that they will remain in place, free from distortion and loosening during the life of the sluice gate.
- 5.4 Provisions shall be made to prevent lateral movement of bolted on guides. They shall be capable of taking the whole thrust produced by water pressure and wedging action with a factor of safety of five. Wedges or wedge facings shall be securely attached to the guides at points where, in the closed position, they will make full contact with the wedging surfaces on the slide.
- 5.5 A thrust nut shall be provided for connecting the stem to the slide. The thrust nut and slide shall be constructed to prevent turning of the thrust nut in the pocket in the slide. The thrust nut shall be threaded but not keyed or pinned to the stem, so that the nut and slide can move up and down the stem as the stem turns.
- 5.6 The gate shall be equipped with adjustable side-wedging devices to provide contact between the slide and frame facings when the gate is in closed position. All faces shall be machined to give maximum contact and wedging action. Wedges shall be fully adjustable and so designed that they will remain in the fixed position after adjustment.
- 5.7 All assembly bolts, studs, nuts, and anchor bolts shall be of such size and spacing as required to provide for the design forces with a safety factor of five.
- 5.8 The operating stem shall be designed for a tensile strength to withstand a 200 pound effort on the crank. The threads of the stem shall be machine cut or rolled. If the stem is furnished in more than one piece, the different sections shall be joined together by solid couplings. The couplings shall be threaded and keyed or threaded and bolted, and shall be of greater strength than the stem.
- 5.9 The bracket stem guide shall be so constructed that they will hold the stem in alignment and yet allow it enough play to permit easy operation. The inside diameter of the guide shall not be greater than 1/8" larger than the outside diameter of the stem. A guide shall be placed so that the L/r ratio of the stem does not exceed 200. The guide shall be adjustable with respect to the bracket to provide proper concentric alignment with the stem, and shall be so designed that alignment will be maintained after adjustment. The guide shall be lined and provisions shall be made to hold the lining in place. Brackets shall be attached to the wall by sufficient anchor bolts to prevent twisting or sagging under load.

6. INSTALLATION

- 6.1 It shall be the Contractor's responsibility to handle, store, and install the wall thimble, gate, operating mechanism, stem guides, gears and accessories in accordance with the manufacturer's drawings and recommendations. Care shall be taken to avoid warping the gate frame and to maintain tolerances between seating faces. All gates, thimbles, stems, and operators shall be plumbed, shimmed, and accurately aligned.
- 6.2 Tapped holes in thimbles shall be plugged for protection during concrete pouring and setting.
- 6.3 During construction, the surfaces of the thimble and gate shall be covered or otherwise protected from concrete spillage, paint, oil and debris. Any damage that occurs to the thimble or gate in storage or handling shall be corrected prior to installation of the gate or operation and testing of the gate.
- 6.4 Thimbles shall be accurately positioned and supported to prevent shifting during the pouring of the surrounding concrete. Thimbles shall be carefully braced both horizontally and vertically to prevent distortion. Concrete shall be carefully poured to provide a good bond to the thimble without voids.
- 6.5 Under the design seating head, the leakage shall not exceed 0.1 gpm per foot of seating perimeter.
- 6.6 Contractor shall install the Rotork IS9 enclosed gear lift at a 12:1 gear ratio in accordance to the manufacturer's installation methods.

7. METHOD OF MEASUREMENT AND PAYMENT

- 7.1 The work of this Section of the Specification will be paid for at the contract lump sum price for "Drawdown System" which price shall include all materials, equipment, tools, labor, and work incidental thereto.

<u>Pay Item</u>	<u>Pay Unit</u>
Drawdown System	L.S.

- END OF SECTION -

1. GENERAL

- 1.1 The General Conditions and Supplementary General Conditions apply to this Section of the Specification.
- 1.2 Provide all labor, materials, tools and equipment, as and when required to perform the work specified herein or as shown on the plans, including but not necessarily limited to the following:

2. DESCRIPTION

- 2.1 Guideway rail system consisting of all tubing, plates and bars.
- 2.2 All pipe, flat stock and rods for fabrication of barway gate.
- 2.3 All pipe, bars, angles and other accessories for fabrication of trash racks and frames.
- 2.4 Miscellaneous angles frame to support bar grating in drawdown chamber.
- 2.5 Miscellaneous steel plates and other accessories fabricated for bar grating locking strap.
- 2.6 Stainless steel bar grating in drawdown structure.
- 2.7 Prefabricated stainless steel ladders for access into drawdown chamber.
- 2.8 D-ring fall protection anchorage with expansion anchor connector, four (4) required at each ladder location.
- 2.9 Handicapped parking signage and support located at the parking area.
- 2.10 Miscellaneous angles, bars and flat stock for grille at outlet headwall.
- 2.11 Miscellaneous plates and studs for nosing of spillway flow splitter.
- 2.12 Steel bollards and accessories.
- 2.13 Any other miscellaneous bolts, anchor bolts, inserts for cast in place concrete, etc. which are attached to the structure or are shown on the drawings.

3. MATERIALS

- 3.1 Tubes for precast guideway to be ASTM A500, Grade B. All plates for guideway shall be ASTM A36. Final assembly is to be hot dipped galvanized.



- 3.2 Pipes for barway gates to be ASTM A53 or ASTM A501, schedule 80. Plates and other rolled sections to be ASTM A36. All barway gate material to receive one coat of standard shop primer. After installation, Contractor shall apply finish coat to gate, color to be approved by Owner.
- 3.3 Trash rack, angle frame for trash rack, angles for bar grating support, steel for bar grating locking strap, steel for cover plate and hasp, grille at the outlet headwall and steel for nosing at flow splitter are to be fabricated completely of stainless steel. Pipe is to be schedule 80. Size of materials to be as shown on the drawings.
- 3.4 Stainless Steel Bar Grating:
- A. Bar grating shall be fabricated from stainless steel. Bearing bars shall be a minimum of 1 1/2"x 3/16" spaced at a maximum of 1 3/16". Cross bars shall be spaced at a maximum of 4" and can be either welded or press-lock connected. Bearing bars shall have a serrated finish.
  - B. Each set of bar grates to come in 2'-0" pieces with a span as indicated on the drawings.
- 3.5 Access ladders for drawdown chamber to be prefabricated from stainless steel components to the dimensions as indicated on the drawings.
- 3.6 D-ring fall protection anchorage to be model 418SS, as manufactured by Honeywell Miller or approved equal. Anchorage connection shall be stud-type expansion anchor having minimum of 5,000 lb. tensile strength.
- 3.7 Parking signage shall be of style, type, size and design as shown on the drawings. Sign posts, their foundations, and sign mountings shall be so constructed as to hold signs in a proper and permanent position, to resist swaying in the wind or displacement by vandalism.
- 3.8 Bollards shall be 6" nominal, schedule 80 pipes, ASTM A53 or ASTM A501, prime painted and filled with concrete. Bollards shall be 4 feet high above the ground and shall extend into the ground a minimum of 4 feet with a 24" diameter concrete footing. After installation, Contractor shall install smooth HDPE bollard sleeve with dome top. Color to be yellow.
- 3.9 All miscellaneous bolts, anchor bolts, inserts for cast-in-place concrete, etc. which are attached to the structure, shown on the drawings, or specified herein shall be stainless steel.
4. SUBMITTALS
- 4.1 Steel shop drawings for all fabricated items.

5. METHOD OF MEASUREMENT AND PAYMENT

- 5.1 The items specified in this Section of the Specification will be paid for at the contract unit prices for the following items complete in place, which price shall include all materials, equipment, tools, labor and work incidental thereto.

<u>Pay Item</u>	<u>Pay Unit</u>
Guideway Rail System	L.S.
Barway Gate	Ea.
Trash Racks and Frames	L.S.
Bar Grating	S.F.
Prefabricated Ladders	L.S.
Handicapped Parking Signage	L.S.
Bollards	Ea.
All other items, Section 05600	L.S.

- END OF SECTION -

1. GENERAL

- 1.1 The General Conditions and Supplementary General Conditions apply to this Section of the Specification.
- 1.2 Provide all labor, materials, tools and equipment, as and when required to perform the work specified herein or as shown on the plans, including but not necessarily limited to the following:

2. DESCRIPTION

- 2.1 Furnish and install aluminum stop log planks, guides and stop log plank pullers.
- 2.2 Furnish portable aluminum tripod with winch.

3. MATERIALS

3.1 GENERAL:

- A. The stop log planks shall not deflect more than 1/360 of the span of the plank under the design head indicated on the Contract Drawings or shown in the Detailed Specifications.
- B. Lip type seals shall be extruded neoprene conforming to the ASTM D2000, Durometer 60±5 regulations.
- C. Stop log planks, lifting lugs and any accessories shall follow ASTM B308 regulations and follow AA-6061-T6 provided with a mill finish.
- D. Anchor bolts, guides, any additional hardware and lifting devices shall be Type 304 stainless steel and shall follow ASTM A276.

3.2 LIP TYPE SEALS:

- A. Seals shall be provided with each stop log plank and shall be along the bottom and up both sides of the plank. Seals along with Type 304 stainless steel bars and fasteners shall be attached to the plank.
- B. The seal shall provide a minimum width of 1 inch acting as a seating surface shape. The vertical face of the seal must be in contact with the guide's seating surface in order to provide a proper seal at the comers.
- C. The bottom plank and the invert of the finished concrete channel or stainless steel guide shall seal flush, as indicated on the Contract Drawings.

- D. Stop log planks shall be designed for flow in either direction and the seals shall be provided for this specific condition.

3.3 STOP LOG PLANKS:

- A. Must be fabricated of aluminum plate reinforced with extruded or structural aluminum horizontal and vertical members.
- B. Planks shall not have end caps on them; they will be submerged under their own weight.
- C. Two lifting lugs minimum shall be provided to each stop log plank. Lugs shall be capable of withstanding the designated lifting load necessary to remove the plank underneath the field design head.

3.4 GUIDES:

- A. Guides for the stop log planks shall be either surface mounted or embedded in the concrete, as indicated by the Contract Drawings.
- B. Guides, anchor bolts, and all necessary attaching bolts shall be furnished by the stop log plank manufacturer.

3.5 LIFTING DEVICE:

- A. A lifting device shall be provided to remove and install the stop log plank. Lifters shall be extendible so that they will function with different stop log plank lengths.
- B. Lifting device shall have a suitable eye bolt for portable crane operation. The device shall be capable of securing and releasing the stop logs using a lanyard from the operating floor, while oriented in its position by the stop log plank guides.

3.6 PORTABLE TRIPOD:

- A. Portable tripod to be aluminum construction and be adjustable up to 7'-0" in height.
- B. Tripod to be equipped with winch having minimum 30' length.
- C. Tripod and winch to have minimum of 500 pounds working capacity.

4. SUBMISSIONS

- 4.1 Contractor shall submit working drawings, shop drawings and material specifications to be approved by the Engineer in accordance with the requirements of the Specifications. The working drawings and the shop drawings shall include, but not limited to:

- A. Assembly and installation drawings.
- B. Detailed dimensional drawings.

4.2 Submit manufacturer's literature for portable tripod assembly.

5. CONSTRUCTION METHODS

5.1 EXAMINATION OF STOP LOG PLANK LOCATIONS:

- A. The Contractor has full responsibility for the proper fit of the furnished stop log planks at the locations designated on the Contract Drawings.
- B. The Contractor must examine each location of the stop log planks to verify all dimensions prior to fabrication of the stop log planks.

5.2 INSTALLATION

- A. As indicated in the Contract Drawings or Detailed Specifications, the number, size and location of stop log planks, guides and lifting devices shall be provided.
- B. The assembled stop log planks shall be tested for the manufacturer's guaranteed leakage criteria.
- C. Using a stop log puller and a lifting device, the Contractor shall show the ease of installation, removal of the proper fit of the stop log planks at their locations of use in the presence of and to the satisfaction of the Engineer.
- D. Stop log planks shall be tested for leakage. Maximum manufacturer guaranteed leakage shall be 0.1 gallons per minute per linear foot of seal length.

6. METHOD OF MEASUREMENT AND PAYMENT

6.1 All work specified in this section of the specification will be paid for at the contract unit price, complete in place, which price shall include all materials, equipment, tools, labor and work incidental thereto, as follows.

6.2 Aluminum stop logs item shall consist of all work, materials, seals, guides, planks, and any other materials necessary for the complete installation of the aluminum stop logs. In addition, the plank lifting device provided by the manufacturer shall be included in the pricing.

6.3 Portable tripod pricing shall consist of all materials associated with the portable adjustable tripod and winch.

<u>Pay Item</u>	<u>Pay Unit</u>
Aluminum Stop Logs	L.S.
Portable Tripod	L.S.

- END OF SECTION -

1. GENERAL

- 1.1 The General Conditions and Supplementary General Conditions apply to this Section of the Specification.
- 1.2 Provide all labor, materials, tools and equipment, as and when required to perform the work specified herein or as shown on the plans, including but not necessarily limited to the following:

2. DESCRIPTION

- 2.1 Furnish and install pressure treated timber boardwalk as shown on the Contract Documents or as detailed herein.
- 2.2 Furnish and install all steel plates, bolts, nuts, washers, screws, nails and other necessary hardware to complete the construction of the pedestrian boardwalk.

3. MATERIALS

- 3.1 All lumber to be pressure treated Southern Pine conforming to the size and length specified on the drawings.
- 3.2 All lumber to meet No. 2 grade requirement and a moisture content of KD19.
- 3.3 All lumber is to be treated with Chromated Copper Arsenate (CCA) or other approved waterborne preservative. Retention levels of preservative will correspond to the following usage:
  - a) All lumber used on the timber boardwalk to have a minimum retention of 0.60 lbs./cu. ft. and be tagged to indicate this or be labeled "FDN", "C22", or "PWF FOUNDATION".
- 3.4 All fasteners shall be hot-dipped galvanized, stainless steel, or other corrosion resistant material.
- 3.5 All connecting hardware, such as hangers, hinges, post anchors, etc. to be galvanized.

4. CONSTRUCTION METHODS

- 4.1 Ledgers and beams in contact with concrete shall have shims, wedges, or spacers as indicated on the Contract Documents.
- 4.2 Where possible, job site fabrication cuts and borings should be field treated with copper naphthenate having a minimum of 2% metallic solution in accordance with AWWA Standard M4.

- 4.3 Decking is to be provided in single lengths without any splices. Hand rails and stringers are to be spliced at support locations only.
- 4.4 Exposed surfaces of the pedestrian boardwalk and rail to receive an application of one coat of a water repellent sealer upon completion of construction.
- 4.5 Decking is to be fastened with ringed or spiraled shank nails.
- 4.6 Exposed surfaces and edges of 2x6 wood cap and guard pieces at top of rail shall be smooth and free of any imperfections, irregularities or burrs that may snag clothing or catch on hands sliding across the top of the rail.

5. METHOD OF MEASUREMENT AND PAYMENT

- 5.1 The work of this section will be paid for at the contract lump sum price for "Timber Boardwalk" which price shall include all materials, equipment, tools, labor, and work incidental thereto.

<u>Pay Item</u>	<u>Pay Unit</u>
Timber Boardwalk	L.S.

- END OF SECTION -



1. GENERAL

- 1.1 The General Conditions and Supplementary General Conditions apply to this Section of the Specification.
- 1.2 Provide all labor, materials, tools and equipment, as and when required to perform the work specified herein or as shown on the plans, including but not necessarily limited to the following:

2. DESCRIPTION

- 2.1 Add Alternate consists of stop log retrofit at Beseck Lake in Middlefield. Work consists of removing existing wooden weir boards from low level drawdown chamber and retrofitting structure with new aluminum weir boards.

3. MATERIALS

3.1 GENERAL:

- A. The stop log planks shall not deflect more than 1/360 of the span of the plank under the design head indicated on the Contract Drawings or shown in the Detailed Specifications.
- B. Lip type seals shall be extruded neoprene conforming to the ASTM D2000, Durometer 60±5 regulations.
- C. Stop log planks, lifting lugs and any accessories shall follow ASTM B308 regulations and follow AA-6061-T6 provided with a mill finish.
- D. Anchor bolts, guides, any additional hardware and lifting devices shall be Type 304 stainless steel and shall follow ASTM A276.

3.2 LIP TYPE SEALS:

- A. Seals shall be provided with each stop log plank and shall be along the bottom and up both sides of the plank. Seals along with Type 304 stainless steel bars and fasteners shall be attached to the plank.
- B. The seal shall provide a minimum width of 1 inch acting as a seating surface shape. The vertical face of the seal must be in contact with the guide's seating surface in order to provide a proper seal at the comers.
- C. The bottom plank and the invert of the finished concrete channel or stainless steel guide shall seal flush, as indicated on the Contract Drawings.

- D. Stop log planks shall be designed for flow in either direction and the seals shall be provided for this specific condition.

3.3 STOP LOG PLANKS:

- A. Must be fabricated of aluminum plate reinforced with extruded or structural aluminum horizontal and vertical members.
- B. Planks shall not have end caps on them; they will be submerged under their own weight.
- C. Two lifting lugs minimum shall be provided to each stop log plank. Lugs shall be capable of withstanding the designated lifting load necessary to remove the plank underneath the field design head.

3.4 GUIDES:

- A. Guides for the stop log planks shall be surface mounted.
- B. Guides, anchor bolts, and all necessary attaching bolts shall be furnished by the stop log plank manufacturer.

3.5 LIFTING DEVICE:

- A. A lifting device shall be provided to remove and install the stop log plank. Lifters shall be extendible so that they will function with different stop log plank lengths.
- B. Lifting device shall have a suitable eye bolt for portable crane operation. The device shall be capable of securing and releasing the stop logs using a lanyard from the operating floor, while oriented in its position by the stop log plank guides.

4. SUBMISSIONS

- 4.1 Contractor shall submit working drawings, shop drawings and material specifications to be approved by the Engineer in accordance with the requirements of the Specifications. The working drawings and the shop drawings shall include, but not limited to:

- A. Assembly and installation drawings.
- B. Detailed dimensional drawings.

- 4.2 Submit water control plan for completing all work in the dry. Water in pond cannot be lowered to complete the work. Plan shall include methods for stopping inflows from reaching chamber work area and include all methods and equipment for removing water from chamber.

5. CONSTRUCTION METHODS

5.1 EXAMINATION OF STOP LOG PLANK LOCATIONS:

- A. The Contractor has full responsibility for the proper fit of the furnished stop log planks at the locations designated on the Contract Drawings.
- B. After water control operations have been completed, the Contractor must examine each location of the stop log planks to verify all dimensions prior to fabrication of the stop log planks and guides.

5.2 INSTALLATION

- A. Contractor shall install new weir boards to same elevation as existing wood weir boards. New weir boards shall be installed in two (2) slots, each measuring approximately 3' in width. Contractor is to field verify dimensions.
- B. The assembled stop log planks shall be tested for the manufacturer's guaranteed leakage criteria.
- C. Using a stop log puller and a lifting device, the Contractor shall show the ease of installation, removal of the proper fit of the stop log planks at their locations of use in the presence of and to the satisfaction of the Engineer.
- D. Stop log planks shall be tested for leakage. Maximum manufacturer guaranteed leakage shall be 0.1 gallons per minute per linear foot of seal length.

6. METHOD OF MEASUREMENT AND PAYMENT

- 6.1 All work specified in this section of the specification will be paid for at the contract unit price, complete in place, which price shall include all materials, equipment, tools, labor and work incidental thereto, including water control work as follows.

<u>Pay Item</u>	<u>Pay Unit</u>
Add Alternate	L.S.

- END OF SECTION -