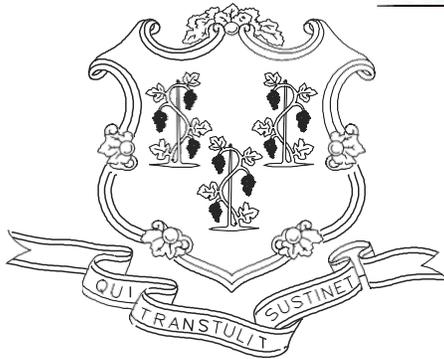


CONTRACT FORMS
BID DOCUMENTS
&
PROJECT SPECIFICATIONS
FOR
TINGUE DAM BYPASS
CHANNEL
MODIFICATIONS
SEYMOUR, CT



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 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, 2ND 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: Tingue Dam Bypass Channel Modifications
Seymour, CT

PROJECT NUMBER: 202100490-FM

DATE OF BID OPENING: Wednesday, May 5, 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 72 hours after bid due date. Refer to Bid Submissions below for further bid process details.

PROJECT DESCRIPTION: Tingue Dam Bypass Channel Modifications: The existing bypass channel was constructed on the east side of the Naugatuck River and to the west of the parking lot located at the intersection of Wakely Street and Deforest Street. The upper section of the bypass channel is located under the Route 8 overpass. Modifications include the installation of 4 concrete weirs within the upper 100-foot long section of bypass channel and the installation of additional control structure at the existing head gate structure.

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 April 15, 2021, at 11:00 AM. Representatives of the Water Planning and Management Division will meet prospective bidders at Tingue Dam Bypass Channel near the parking lot located at the intersection of Wakely Street and Deforest Street 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 April 13, 2021 to Jenna.Bogaczyk@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 Jenna.Bogacz@ct.gov by 4:00 pm on April 22, 2021. Responses to questions will be answered per addendum and posted on the CTSOURCE website by close of business day April 28, 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, Wednesday, May 5, 2021. Any bids received after 10:59 am will not be opened.

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.

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.

Bidders must be pre-registered with the State of Connecticut's Department of Administrative Services' website (CTSource) to submit bids.

CONTACT INFORMATION:

Prospective bidders may contact Jenna Bogaczyk of the DEEP/Water Planning and Management Division at Jenna.Bogaczka@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. **The bidder must be prequalified by the Department of Administrative Services.**
- 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 only on the prepared forms furnished for the specific project. In no event will bids or 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 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).

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. Bidders must have experience on projects of a similar nature. 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 Jenna Bogaczyk (Jenna.Bogaczka@ct.gov) at the Department of Energy and Environmental Protection and, to be given consideration, must be received by 4:00 pm, Thursday, April 22, 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, Wednesday, April 28, 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 judgement.

(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 judgement. 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 judgement 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 judgement 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 judgements 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 Water Planning and Management 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, (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, 2nd Floor
Hartford, Connecticut 06106-5127

Dear Sir:

1. Pursuant to, and in compliance with your Invitation to Bid for the **Tingue Dam Bypass Channel Modifications, Seymour, 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 180 calendar days.
4. PROPOSAL AND OTHER PROJECT DATA
 - A. The undersigned proposes to furnish all labor and materials required to complete:

**Tingue Dam Bypass
Channel Modifications
Seymour, CT**

- in accordance with Plans and Technical Specifications prepared by Milone and MacBroom, Inc., 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:

BID SCHEDULE

	ITEM NO.	QTY	ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
1	0101000A	1	Environmental Health And Safety _____ _____ _____ per LS		
2	0120108A	1	Facilities Construction - Site Restoration _____ _____ _____ per LS		
3	0201001A	1	Clearing And Grubbing _____ _____ _____ per LS		
4	0202002A	1	Earth Excavation _____ _____ _____ per LS		
5	0202216A	1	Excavation and Reuse of Existing Channel Bottom Material _____ _____ _____ per LS		
6	0202315A	550	Disposal of Controlled Materials _____ _____ _____ per TN		
7	0203001	250	Structure Excavation - Earth (Complete) _____ _____ _____ per CY		
8	0204151A	1	Handling Water _____ _____ _____ per LS		
9	0601201	100	Class "F" Concrete _____ _____ _____ per CY		
10	0602001	12,000	Deformed Steel Bars _____ _____ _____ per LB		

BID SCHEDULE

	ITEM NO.	QTY	ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
11	0913010A	1	Construction Fence _____ _____ per LS		
12	0971001A	1	Maintenance and Protection of Traffic _____ _____ per LS		
13	0975002	1	Mobilization _____ _____ per LS		
14	2021000A	1	Labor and Equipment Allowance _____ _____ per LS		
<u>TOTAL BASE BID WRITTEN IN FIGURES</u>				\$ _____	
<u>TOTAL BASE BID WRITTEN IN WORDS</u>					
_____ DOLLARS and _____ CENTS					

ADD ALTERNATE

A-1	2020300A	1	Sluice Gate _____ _____ per EA		
-----	----------	---	--------------------------------------	--	--

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, and/or the inclusion of any add alternates, 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 180 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: **Tingue Dam**
Bypass Channel Modifications
Seymour, 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 MEN 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) percent of the amount of the bid set forth in a
proposal hereinafter mentioned, _____,
_____,
lawful money of the United States 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 a contract for Project No.: _____

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 DELIVERED this _____ day of _____, 20 _____

_____ <i>(Principal's Signature)</i>		_____ Surety
_____ <i>(Print Name)</i>	by	_____ Its attorney in fact Signature
_____ Company Name		_____ <i>(Print Name)</i>

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? _____

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.

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.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

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? <p style="text-align: right;">Yes No</p>	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.? <p style="text-align: right;">Yes No</p>
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? <p style="text-align: right;">Yes No</p>	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? <p style="text-align: right;">Yes No</p>
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? <p>Yes No_</p>	9. Does your company have a mandatory retirement age for all employees? <p style="text-align: right;">Yes No</p>
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? <p style="text-align: right;">Yes No_</p>	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? <p style="text-align: right;">Yes No NA</p>
5. Do you notify the Ct. State Employment Service of all employment openings with your company? <p style="text-align: right;">Yes No_</p>	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? <p style="text-align: right;">Yes No NA_</p>
6. Does your company have a collective bargaining agreement with workers? <p style="text-align: right;">Yes No</p> 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? <p style="text-align: right;">Yes No_</p> 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? <p style="text-align: right;">Yes No</p>	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? <p style="text-align: right;">Yes No_</p> 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

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.

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

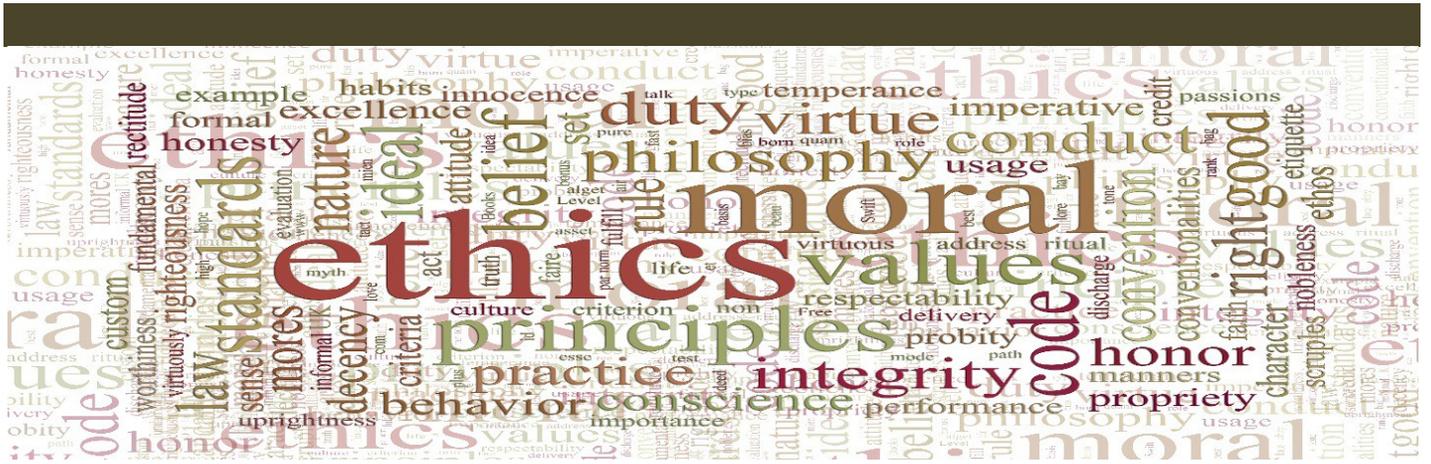
City

State Zip

Awarding State Agency



State Contractors Guide to the Code of Ethics



Office of State Ethics
Carol Carson, Executive Director

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

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

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

[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:

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

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.

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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- 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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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.

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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
[] Prime Contractor
Address (No. And Street) _____ (City) (State) _____
[] 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 19th 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

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 7 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 of9).
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.

<u>Type of Insurance</u> (see Article 16 Section GC)	<u>Limits in dollars</u>	
	<u>Occurrence</u>	<u>Aggregate</u>
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, rescission, 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

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:
 - 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.

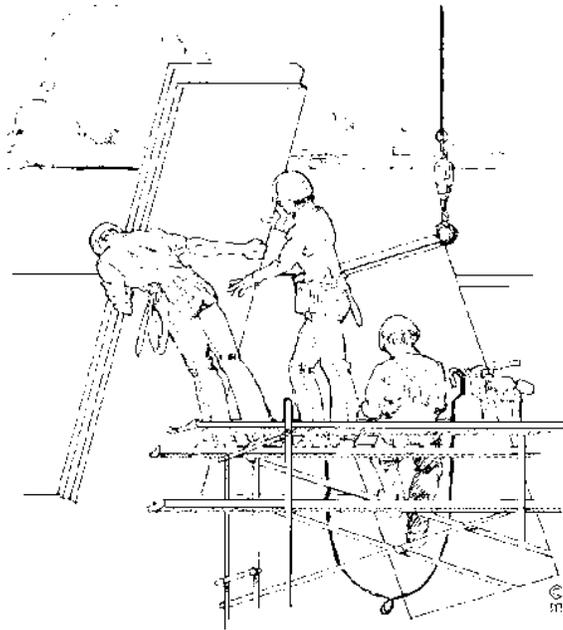
~NOTICE~

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 WorkQlance 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.

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.											PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS											Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109													
WEEKLY PAYROLL											CONTRACTOR NAME AND ADDRESS:											SUBCONTRACTOR NAME & ADDRESS					WORKER'S COMPENSATION INSURANCE CARRIER								
PAYROLL NUMBER		Week-Ending Date		PROJECT NAME & ADDRESS											POLICY #											EFFECTIVE DATE:					EXPIRATION DATE:				
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE							Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY															
				S	M	T	W	TH	F	S					Total O/T Hours	TOTAL FRINGE BENEFIT PLAN CASH	FICA	FEDERAL WITH- HOLDING			STATE WITH- HOLDING	LIST OTHER													
				HOURS WORKED EACH DAY																															
												S-TIME \$ Base Rate	1. \$ 2. \$ 3. \$																						
												O-TIME \$ Cash Fringe	4. \$ 5. \$ 6. \$																						
												S-TIME \$ Base Rate	1. \$ 2. \$ 3. \$																						
												O-TIME \$ Cash Fringe	4. \$ 5. \$ 6. \$																						
												S-TIME \$ Base Rate	1. \$ 2. \$ 3. \$																						
												O-TIME \$ Cash Fringe	4. \$ 5. \$ 6. \$																						
												S-TIME \$ Base Rate	1. \$ 2. \$ 3. \$																						
												O-TIME \$ Cash Fringe	4. \$ 5. \$ 6. \$																						

7/13/2009 *IF REQUIRED
WWS-CPI

*SEE REVERSE SIDE

PAGE NUMBER ____ OF

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-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.

[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 BLICWORKS PROJECTS										Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109											
In accordance with Connecticut General Statutes, 31-53 Certified Payroll, with a statement of compliance shall be submitted monthly to the contracting agency.										WEEKLY PAY ROLL											
CONTRACTOR NAME AND ADDRESS: Landon Corporation, 15 Connecticut Avenue, Northford, CT 06472					SUBCONTRACTOR NAME & ADDRESS XYZ Corporation 2 Main Street Yantic, CT 06389					WORKER'S COMPENSATION INSURANCE CARRIER Travelers Insurance Company POLICY# #8AC8888928 EFFECTIVE DATE: 11/1/09 EXPIRATION DATE: 12/31/09											
PAYROLL NUMBER 1	Week - Ending Date 9/12/09	PROJECT NAME & ADDRESS DOT 105-296, Route 82																			
PERSON WORKER ADDRESS and SECTION	APPR RATE %	MALE/FEMALE AND RACE	WORK CLASSIFICATION Trade License Type & Number OSHA ID Certification Number	DAY AND DATE							Total Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK# AND NET PAY	
				S	M	T	W	TH	F	S					FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	LIST OTHER			
				HOURS WORKED EACH DAY																	
Robert Craft 81 Maple Street Willimantic, CT 06226		MIC	Electrical Lineman E-1 1234567 Owner OSHA 123456		8	8	8	8	8	8		40	S-TIME \$ 30.75 Base Rate O-TIME \$ 8.82 Cash Fringe	1. \$ 5.80 2. \$ 3. \$ 2.01 4. \$ 5. \$ 6. \$	\$1,582.80				P-xxxx	\$ 1,582.80	#123 \$xxx.xx
Ronald Jones 212 Elm Street Norwich, CT 06360	65%	MIB	Electrical Apprentice OSHA234567		8	8	8	8	8		40	S-TIME \$ 19.99 Base Rate O-TIME \$ 16.63 Cash Fringe	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$	\$1,464.80	J(X).0	0(X).XX	XX.XX	G-xxx	\$ 1,464.80	#124 \$xxx.xx	
Franklin T. Smith 234 Washington Rd. New London, CT 06320 SECTION B		M/H	Project Manager			8					6	S-TIME \$ Base Rate O-TIME \$ Cash Fringe	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$	\$1,500.00	XX.XX	XX.XX	XX.XX	M-xxx		#125 xxx.xx	
												S-TIME \$ Base Rate O-TIME \$ Cash Fringe	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$								

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 Blue Cross
- 2) Pension or retirement
- 3) Life Insurance Utopia
- 4) Disability _____
- 5) Vacation, holiday _ _ _ _ _
- 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:

I. 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 appear .


0
10/2/09
Submitted on (Date)

Section B: Applies to CONNDOT Projects ONLY
That pursuant to CON DOT 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 10/10/09
 (Signature) (Title) Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WW -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.

Project: CT DEEP Concrete Weirs at Tingué Dam Bypass Channel Modifications

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#: 21-20960

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: Seymour

Project Town: Seymour

State#: Seymour

FAP#: CT DEEP-Seymour

Project: CT DEEP Concrete Weirs at Tingue Dam Bypass Channel Modifications (Seymour)

CLASSIFICATION	Hourly Rate	Benefits
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

As of: March 24, 2021

Project: CT DEEP Concrete Weirs at Tingué Dam Bypass Channel Modifications

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)	39.92	28.75+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----		

14) Concrete Workers, Form Movers, and Strippers	32.26	22.15 + a
15) Form Erectors	32.59	22.15 + a
----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL INFREE AIR:----		
16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	32.26	22.15 + a
17) Laborers Topside, Cage Tenders, Bellman	32.15	22.15 + a
18) Miners	33.23	22.15 + a
----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----		
18a) Blaster	39.72	22.15 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	39.52	22.15 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	37.54	22.15 + a
21) Mucking Machine Operator	40.31	22.15 + a
----TRUCK DRIVERS---- (*see note below)		
Two axle trucks	29.86	25.79 + a
Three axle trucks; two axle ready mix	29.97	25.79 + a
Three axle ready mix	30.03	25.79 + a
Four axle trucks, heavy duty trailer (up to 40 tons)	30.08	25.79 + a
Four axle ready-mix	30.13	25.79 + a
Heavy duty trailer (40 tons and over)	30.35	25.79 + a

Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	30.13	25.79 + a
----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: CT DEEP Concrete Weirs at Tingué Dam Bypass Channel Modifications

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

**NOTE: SEE BELOW

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

20) Lineman, Cable Splicer, Technician	48.19	6.5% + 22.00
21) Heavy Equipment Operator	42.26	6.5% + 19.88
22) Equipment Operator, Tractor Trailer Driver, Material Men	40.96	6.5% + 19.21
23) Driver Groundmen	26.5	6.5% + 9.00
23a) Truck Driver	40.96	6.5% + 17.76
----LINE CONSTRUCTION----		
24) Driver Groundmen	30.92	6.5% + 9.70
25) Groundmen	22.67	6.5% + 6.20
26) Heavy Equipment Operators	37.1	6.5% + 10.70
27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20

28) Material Men, Tractor Trailer Drivers, Equipment Operators

35.04

6.5% + 10.45

Project: CT DEEP Concrete Weirs at Tingue Dam Bypass Channel Modifications

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 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$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 each apprentice in a specific trade.

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

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.ct.gov/dol. 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.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

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 Person 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.

As of: March 24, 2021

Project: CT DEEP Modifications to Concrete Weirs at Tingue Bypass Channel (Seymour)

--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.

As of: March 24, 2021

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. RESILEINT 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, assembles, installs and repairs 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 requires 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 4th, 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;
- (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.

(a) 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.

(b) 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. 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.

CHECK ONE:

- GRANT
- PERSONAL SERVICE AGREEMENT

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) <input type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT	(2) IDENTIFICATION #s. P.S. <hr/> P.O.
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CONTRACTOR	(3) CONTRACTOR NAME		(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> 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
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CONTRACT PERIOD	(7) DATE (FROM) _____ THROUGH (TO) _____	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. _____ <input checked="" type="checkbox"/> NEITHER
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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. <p style="text-align: center;">Page 1 of 9</p> Standard Terms and Conditions are contained in Pages 2 through 9 and are attached hereto and made a part hereof.
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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 \$ _____.
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(11) OBLIGATED AMOUNT	
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(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 _____

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.
- a. 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.
 - b. 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 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 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.

This video with closed captioning is available at 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 #: _____

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



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

Rev. 1/11

Page 2 of 3



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

Page 3 of 3



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

Click on the link to "Lobbyist/Contractor Limitations"

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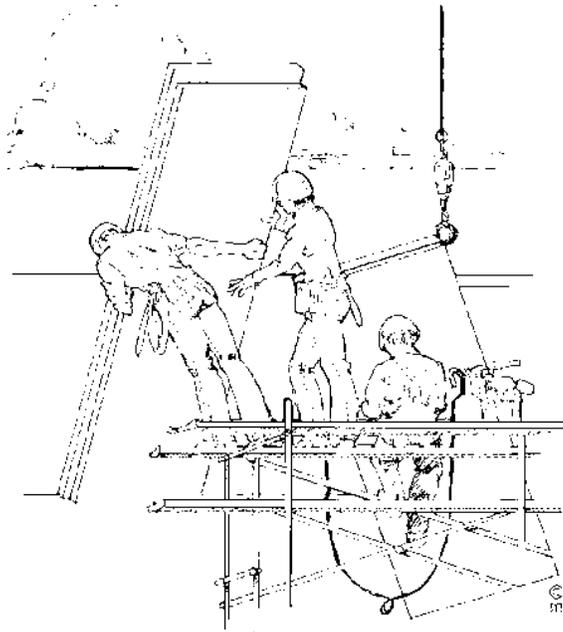
~NOTICE~

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

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, 3rd floor, Hartford, CT 06106, or at (860) 424-3051, or via e-mail at 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.

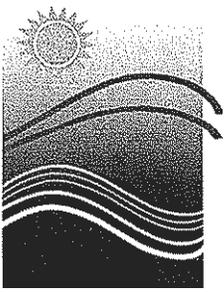
11/16/12
Date



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.

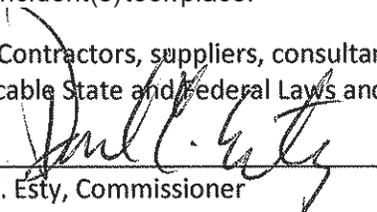
Complaints alleging a violation of this policy must be filed with the Affirmative Action Office within 30 days of the alleged violation and/or with the Commission on Human Rights and Opportunities (CHRO) within 180 days of the alleged discriminatory action. Complaints filed with CHRO must be submitted 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

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SECTION III.A CONDITIONS

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- Supplemental Conditions

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GENERAL CONDITIONS

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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 816, original version dated 2004, as modified by subsequent supplements thereof, shall apply and be considered a part of this Specification as though it were bound herein. The Standard Specification is available on line at 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. 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.
- E. 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.

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:** Tingue Dam Bypass Channel Modifications, Seymour, CT. Project includes the installation of 4 concrete weirs within the upper 100-foot long section of bypass channel and the installation of an additional flow control gate at the existing head gate structure.
 - B. **Location of Project:** Work will be performed at the Tingue Dam Bypass Channel in Seymour, CT. The existing bypass channel was constructed on the east side of the Naugatuck River and to the west of the parking lot located at the intersection of Wakely Street and Deforest Street. The upper section of the bypass is located under the Route 8 overpass.
 - C. **Contract Work Time:** 12 weeks.
 - D. **Project Engineer:** Milone and MacBroom, Inc., 99 Realty Drive, Cheshire, CT 06410
 - E. **Temporary Utilities:** Contractor is required to provide temporary electricity for whatever construction needs he may have. In addition, 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:** Bypass channel can be accessed as shown on the Plans.
 - G. **Construction Pictures:** The Contractor shall provide a comprehensive series of construction photographs showing different views of the progress of the work from the same vantage points and key elements of construction. Photographs shall be taken with a digital camera acceptable to the DEEP/WPMD, 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.
 - H. **Progress Meetings:** Progress meetings will be held at the job site for the purpose of reviewing, scheduling and coordinating the project's progress as well as other construction related matters.
 - I. **Liquated Damage Rate Per Day: \$1500.00**
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 Tingue Dam Bypass Channel Modifications, Seymour, CT"

- C. **Plans** entitled “Tingue Dam Bypass Channel Modifications, Seymour, CT” dated March 2021.
 - 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:** Five (5) copies of the Plans and Specifications will be provided by DEEP to the Contractor. If more are required, the Contractor shall pay the cost of reproduction to the DEEP.
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, prepared by The Connecticut Council on Soil and Water Conservation in cooperation with the Connecticut Department of 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:

WPMD Department Representative: Jenna Bogaczyk
Connecticut Department of Environmental Protection
Bureau of Water Protection and Land Reuse
Water Planning and Management 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 workdays, 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 to 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 until the completion of the entire Contract in an acceptable manner. Refer 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. Refer 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 & 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.

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TECHNICAL SPECIFICATIONS

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INTRODUCTION TO THE TECHNICAL SPECIFICATIONS

The Standard Specifications as defined below shall apply to the various items of work which constitute the construction contemplated under this Contract except as amended, supplemented or replaced by the Technical Specifications of this Contract and as described herein.

Within the Standard and Technical Specifications of this Contract, the following definitions shall apply:

1. Standard Specifications: Shall mean the State of Connecticut Department of Transportation, Bureau of Highways, "Standard Specifications for Roads, Bridges and Incidental Construction, Form 816, dated 2004 and supplements. Only Division II "Construction Details" and Division III "Materials Section" of the Standard Specifications shall apply. Within the referred to portions of the Standard Specifications, Form 816, wherein the following terms are used, they shall mean respectively:

State, Department, Commissioner

CT DEEP or its Engineer, Construction Manager, Inspector or other authorized representative or agent of the Owner.

Inspector/Engineer

Engineer, Construction Manager, Inspector or another authorized representative or agent of the Owner.

Laboratory

Contractor responsible for conducting and paying for all testing required. Laboratory shall be CTDOT approved.

2. Applicable Safety Code: Shall mean the latest edition including any and all amendments, revisions, and additions thereto of the Federal Department of Labor, Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction", the State of Connecticut Labor Department, "Construction Safety Code", or State of Connecticut "Building Code", whichever is the more stringent for the applicable requirement.
3. Items: Reference within the text of these Specifications to Items without a number but a title only, are Technical Specification Items within this Contract. Sections or Articles referred to with a number refer to the Standard Specifications defined above.
4. Local Regulatory Agency(ies): is defined as the governing body or authority having jurisdiction over or responsibility for a particular activity within the Scope of this Contract. They may be as specifically defined within the Special Conditions or Technical Specifications, otherwise, the Contractor shall be responsible to determine same in the local area of the Contract and should be cognizant of limits of jurisdiction within the project area.
5. These Specifications, where used in the text of the Technical Specifications Items, shall mean the Technical Specifications of this Contract.

Payment will only be made for items in the Bid Proposal. Other items may be included in the Standard or Technical Specifications but payment for those items not listed in the Bid Proposal will be included in the cost of other items of work. Bid Proposal Items may have alphanumeric designations consistent with applicable sections or articles in the Standard or Technical Specifications.

In the case of any conflicts between the Technical Specifications, Plans, and Standard Specifications, the order of governance in order of descending authority shall be as follows:

1. Technical Specifications, 2. Plans, 3. Standard Specifications.

NOTICES TO CONTRACTOR

NOTICE TO CONTRACTOR – ENVIRONMENTAL INVESTIGATIONS

The earth excavation of the by-pass channel has the potential to involve the handling and disposal of environmentally contaminated soil. Historical testing conducted by the Engineer has determined that the near surface soils contain levels of contaminants such as metals, pesticides, and polyaromatic hydrocarbons above background concentrations. Based upon the initial sampling, the excavated material may not be suitable for use as “clean fill”. The results of the preliminary testing are attached to these documents as Appendix A.

It will be the selected contractor’s responsibility to evaluate the level of contamination in the material to be excavated in accordance with applicable Connecticut Department of Energy & Environmental Protection (DEEP) guidelines and requirements. A suitable disposal facility shall be identified and proposed by the selected contractor prior to commencing work. The owner shall have the right to review and approve the proposed disposal facility. Depending upon the contractor’s approach to soil handling, a contaminated soil stockpile general permit may be required to be filed with the Connecticut DEEP.

Bidders should assume that they will be required to conduct sufficient environmental testing to properly characterize and dispose of approximately 250 cubic yards of Non-Hazardous soil.

NOTICE TO CONTRACTOR – CONTROLLED MATERIAL HANDLING

The contractor is advised that there are limited opportunities within the project limits to temporarily stockpile Controlled Materials. As a result, the selected contractor will be permitted, if he/she desires, to pre-characterize the Controlled Material and direct load the material for off-site disposal. Alternatively, the contractor shall be allowed to secure an offsite location for the temporary storage of Controlled Material prior to disposal in accordance with Item No. 0202315A, provided all such storage is in accordance with the Item No. 0202315A Part 1.0(H).

ITEM NO. 0101000A - ENVIRONMENTAL HEALTH AND SAFETY

Description:

Under this item, the Contractor shall establish protocols and provide procedures to protect the health and safety of its employees and subcontractors as related to the proposed construction activities performed within the Project limits. Work under this Item consists of the development and implementation of a written HASP that addresses the relative risk of exposure to documented hazards present within Project limits. The HASP shall establish health and safety protocols that address the relative risk of exposure to regulated substances in accordance with 29 CFR 1910.120 and 29 CFR 1926.65. Such protocols shall only address those concerns directly related to site conditions.

Materials:

The Contractor must provide chemical protective clothing (CPC) and personal protective equipment (PPE) as stipulated in the Contractor's HASP during the performance of work in areas identified as potentially posing a risk to worker health and safety for workers employed by the Contractor and all subcontractors.

Construction Methods:

1-Existing Information: The Contractor shall utilize all available information and existing records and data pertaining to chemical and physical hazards associated with any of the regulated substances identified in the environmental site investigations to develop the HASP. A list of documents containing this data is found in "Notice to Contractor – Environmental Investigations".

2-General: The requirements set forth herein pertain to the provision of workers' health and safety as it relates to proposed Project activities when performed in the presence of hazardous or regulated materials or otherwise environmentally sensitive conditions. THE PROVISION OF WORKER HEALTH AND SAFETY PROTOCOLS WHICH ADDRESS POTENTIAL AND/OR ACTUAL RISK OF EXPOSURE TO SITE SPECIFIC HAZARDS POSED TO CONTRACTOR EMPLOYEES IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.

The Contractor shall be responsible for the development, implementation and oversight of the HASP throughout the performance of work within the limits of the project, as identified in the Contract Documents, and in other areas identified by the Owner or by the HASP where site conditions may pose a risk to worker health and safety and/or the environment. **No physical aspects of the work shall begin until the HASP is reviewed by the Owner/Agent, CTDEEP, and Engineer and is determined to meet the requirements of the specifications. However, the Contract time, in accordance with these contract documents, will begin on the date stipulated in the Notice to Proceed.**

3-Regulatory Requirements: All construction related activities performed by the Contractor within the limits of the project or in other areas where site conditions may pose a risk to worker health and safety and/or the environment shall be performed in conformance with 29 CFR 1926, Safety and Health Regulations for Construction and 29 CFR 1910, Safety and Health Regulations for General Industry. Conformance to 29 CFR 1910.120, Hazardous Waste Site Operations and Emergency Response (HAZWOPER) may also be required, where appropriate.

4-Submittals: Three copies of the HASP shall be submitted to the Owner within two (2) weeks after the

Award of Contract or two (2) weeks prior to the start of any work, whichever is first, but not before the Award of the Contract.

The HASP shall be developed by a qualified person designated by the Contractor. This qualified person shall be a Certified Industrial Hygienist (CIH), Certified Hazardous Material Manager (CHMM), or a Certified Safety Professional (CSP). He/she shall have review and approval authority over the HASP and be identified as the Health and Safety Manager (HSM). The HASP shall bear the signature of said HSM indicating that the HASP meets the minimum requirements of 29 CFR 1910.120 and 29 CFR 1926.65.

The Owner will review the HASP(s) within two (2) weeks of submittal and provide written comments as to deficiencies in and/or exceptions to the plan(s), if any, to assure consistency with the specifications, applicable standards, policies and practices and appropriateness given potential or known site conditions. Items identified in the HASP which do not conform to the specifications will be brought to the attention of the Contractor, and the Contractor shall revise the HASP to correct the deficiencies and resubmit it to the Owner for determination of compliance with this item. The Contractor shall not be allowed to commence work activities until the HASP has been reviewed and accepted by the Owner. No claim for delay in the progress of work will be considered for the Contractor's failure to submit a HASP that conforms to the requirements of the Contract.

5-HASP Provisions:

(a) General Requirements: The Contractor shall prepare a HASP covering all Project site work regulated by 29 CFR 1910.120(b)/ 1926.65(b) to be performed by the Contractor and all subcontractors under this Contract. The HASP shall establish in detail, the protocols necessary for the recognition, evaluation, and control of all hazards associated with each task performed under this Contract. The HASP shall address site-specific safety and health hazards of each phase of site operation and include the requirements and procedures for employee protection. The level of detail provided in the HASP shall be tailored to the type of work, complexity of operations to be performed, and hazards anticipated. Details about some activities may not be available when the initial HASP is prepared and submitted. Therefore, the HASP shall address, in as much detail as possible, all anticipated tasks, their related hazards and anticipated control measures.

The HASP shall interface with the Contractor's Safety and Health Program. Any portions of the Safety and Health Program that are referenced in the HASP shall be included as appendices to the HASP. All topics regulated by the 29 CFR 1910.120(b)(4) and those listed below shall be addressed in the HASP. Where the use of a specific topic is not applicable to the Project, the HASP shall include a statement to justify its omission or reduced level of detail and establish that adequate consideration was given the topic.

(b) Elements:

(i) Site Description and Contamination Characterization: The Contractor shall provide a site description and contaminant characterization in the HASP that meets the requirements of 29 CFR 1910.120/1926.65.

(ii) Safety and Health Risk Analysis/Activity Hazard Analysis: The HASP shall address the safety and health hazards on this site for every operation to be performed. The Contractor shall review existing records and data to identify potential chemical and physical hazards associated with the site and shall evaluate their impact on field operations. Sources, concentrations (if known), potential exposure pathways, and other factors as noted in CFR 1910.120/126.65, paragraph (c)(7) employed to assess risk shall be described. The Contractor shall develop and

justify action levels for implementation of engineering controls and personal protective equipment upgrades and downgrades for controlling worker exposure to the identified hazards. If there is no permissible exposure limit (PEL) or published exposure level for an identified hazard, available information from other published studies may be used as guidance. Any modification of an established PEL must be fully documented.

The HASP shall include a comprehensive section that discusses the tasks and objectives of the site operations and logistics and resources required to complete each task. The hazards associated with each task shall be identified. Hazard prevention techniques, procedures and/or equipment shall be identified to mitigate each of the hazards identified.

(iii) Staff Organization, Qualifications and Responsibilities: The HASP shall include a list of personnel expected to be engaged in site activities and certify that said personnel have completed the educational requirements stipulated in 29 CFR 1910.120 and 29 CFR 1926.65, are currently monitored under a medical surveillance program in compliance with those regulations, and that they are fit for work under "level C" conditions.

The Contractor shall assign responsibilities for safety activities and procedures. An outline or flow chart of the safety chain of command shall be provided in the HASP. Qualifications, including education, experience, certifications, and training in safety and health for all personnel engaged in safety and health functions shall be documented in the HASP. Specific duties of each on-site team member should be identified. Typical team members include but are not limited to Team Leader, Scientific Advisor, Site Safety Officer, Public Information Officer, Security Officer, Record Keeper, Financial Officer, Field Team Leader, and Field Team members.

The HASP shall also include the name and qualifications of the individual proposed to serve as Health and Safety Officer (HSO). The HSO shall have full authority to carry out and ensure compliance with the HASP. The Contractor shall provide a competent HSO on-site who is capable of identifying existing and potential hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees and who has authorization to take prompt corrective measures to eliminate or control them. The qualifications of the HSO shall include completion of OSHA 40-hour HAZWOPER training and 8-hour HAZWOPER supervisory training; a minimum of one year of working experience with the regulated compounds that have been documented to exist within Project limits; a working knowledge of Federal and State safety regulations; specialized training or documented experience (one year minimum) in personal and respiratory protective equipment program implementation; the proper use of air monitoring instruments, air sampling methods and procedures; and certification training in first aid and CPR by a recognized, approved organization such as the American Red Cross.

The primary duties of the HSO shall be those associated with worker health and safety. The Contractor's HSO responsibilities shall be detailed in the written HASP and shall include, but not be limited to the following:

- (A) Directing and implementing the HASP.
- (B) Ensuring that all Project personnel have been adequately trained in the recognition and avoidance of unsafe conditions and the regulations applicable to the work environment to control or eliminate any hazards or other exposure to illness or injury (29 CFR 1926.21). All personnel shall be adequately trained in procedures outlined in the Contractor's written HASP.

- (C) Authorizing Stop Work Orders, which shall be executed upon the determination of an imminent health and safety concern.
- (D) Contacting the Contractor's HSM and the Owner immediately upon the issuance of a Stop Work order when the HSO has made the determination of an imminent health and safety concern.
- (E) Authorizing work to resume, upon approval from the Contractor's HSM.
- (F) Directing activities, as defined in the Contractor's written HASP, during emergency situations; and
- (G) Providing personal monitoring where applicable, and as identified in the HASP.

(iv) Employee Training Assignments: The Contractor shall develop a training program to inform employees, supplier's representatives, and official visitors of the special hazards and procedures (including PPE, its uses and inspections) to control these hazards during field operations. Official visitors include but are not limited to Federal Agency Representatives, State Agency Representatives, Municipal Agency Representatives, Contractors, subcontractors, etc. This program shall be consistent with the requirements of 29 CFR 1910.120 and 29 CFR 1926.65.

(v) Personal Protective Equipment: The plan shall include the requirements and procedures for employee protection and should include a detailed section on respiratory protection. The Contractor shall describe in detail and provide appropriate personal protective equipment (PPE) to ensure that workers are not exposed to levels greater than the action level for identified hazards for each operation stated for each work zone. The level of protection shall be specific for each operation and shall be in compliance with all requirements of 29 CFR 1910 and 29 CFR 1926. The Contractor shall provide, maintain, and properly dispose of all PPE.

(vi) Medical Surveillance Program: All on-site Contractor personnel engaged in 29 CFR 1910.120/1926.65 operations shall have medical examinations meeting the requirements of 29 CFR 1910.120(f) prior to commencement of work.

The HASP shall include certification of medical evaluation and clearance by the physician for each employee engaged in 29 CFR 1910.120/1926.65 operations at the site.

(vii) Exposure Monitoring/Air Sampling Program: The Contractor shall submit an Air Monitoring Plan as part of the HASP, which is consistent with 29 CFR 1910.120, paragraphs (b)(4)(ii)(E), (c)(6), and (h). The Contractor shall identify specific air sampling equipment, locations, and frequencies in the air-monitoring plan. Air and exposure monitoring requirements shall be specified in the Contractor's HASP. The Contractor's CIH shall specify exposure monitoring/air sampling requirements after a careful review of the contaminants of concern and planned site activities.

(viii) Site Layout and Control: The HASP shall include a map, work zone delineation (support, contamination, reduction and exclusion), on/off-site communications, site access controls, and security (physical and procedural).

(ix) Communications: Written procedures for routine and emergency communications procedures

shall be included in the Contractor's HASP.

(x) Personal Hygiene, Personal Decontamination and Equipment Decontamination: Decontamination facilities and procedures for personnel protective equipment, sampling equipment, and heavy equipment shall be discussed in detail in the HASP.

(xi) Emergency Equipment and First Aid Requirements: The Contractor shall provide appropriate emergency first aid kits and equipment suitable to treat exposure to the hazards identified, including chemical agents. The Contractor will provide personnel that have certified first aid/CPR training on-site at all times during site operations.

(xii) Emergency Response Plan and Spill Containment Program: The Contractor shall establish procedures in order to take emergency action in the event of immediate hazards (i.e., a chemical agent leak or spill, fire or personal injury). Personnel and facilities supplying support in emergency procedures will be identified. The emergency equipment to be present on-site and the Emergency Response Plan procedures, as required 29 CFR 1910.120, paragraph (1)(1)(ii) shall be specified in the Emergency Response Plan. The Emergency Response Plan shall be included as part of the HASP. This Emergency Response Plan shall include written directions to the closest hospital as well as a map showing the route to the hospital.

(xiii) Logs, Reports and Record Keeping: The Contractor shall maintain safety inspections, logs, and reports, accident/incident reports, medical certifications, training logs, monitoring results, etc. All exposure and medical monitoring records are to be maintained according to 29 CFR 1910 and 29 CFR 1926. The format of these logs and reports shall be developed by the Contractor to include training logs, daily logs, weekly reports, safety meetings, medical surveillance records, and a phase-out report. These logs, records, and reports shall be maintained by the Contractor and be made available to the Owner.

The Contractor shall immediately notify the Owner of any accident/ incident. Within two working days of any reportable accident, the Contractor shall complete and submit to the Owner an accident report.

(xiv) Confined space entry procedures: Confined space entry procedures, both permit required and non-permit required, shall be discussed in detail.

(xv) Pre-entry briefings: The HASP shall provide for pre-entry briefings to be held prior to initiating any site activity and at such other times as necessary to ensure that employees are apprised of the HASP and that this plan is being followed.

(xvi) Inspections/audits: The HSM or HSO shall conduct Inspections or audits to determine the effectiveness of the HASP. The Contractor shall correct any deficiencies in the effectiveness of the HASP.

6-HASP Implementation: The Contractor shall implement and maintain the HASP throughout the performance of work. In areas identified as having a potential risk to worker health and safety, and in any other areas deemed appropriate by the HSO, the Contractor shall be prepared to immediately implement the appropriate health and safety measures, including but not limited to the use of personal protective equipment (PPE), and engineering and administrative controls.

If the Owner observes deficiencies in the Contractor's operations with respect to the HASP, they shall be

assembled in a written field directive and given to the Contractor. The Contractor shall immediately correct the deficiencies and respond, in writing, as to how each was corrected. Failure to bring the work area(s) and implementation procedures into compliance will result in a Stop Work Order and a written directive to discuss an appropriate resolution(s) to the matter. When the Contractor demonstrates compliance, the Owner shall remove the Stop Work Order. If a Stop Work Order has been issued for cause, no delay claims on the part of the Contractor will be honored.

Disposable CPC/PPE, i.e. disposable coveralls, gloves, etc., which come in direct contact with hazardous or potentially hazardous material shall be placed into 55-gallon USDOT 17-H drums and disposed of in accordance with Federal, State, and local regulations. The drums shall be temporarily staged and secured within the project limits until the material is appropriately disposed.

7-HASP Revisions: The HASP shall be maintained on-site by the Contractor and shall be kept current with construction activities and site conditions under this Contract. The HASP shall be recognized as a flexible document which shall be subject to revisions and amendments, as required, in response to actual site conditions, changes in work methods and/or alterations in the relative risk present. All changes and modifications shall be signed by the Contractor's HSM and shall require the review and acceptance by the Owner prior to the implementation of such changes.

Should any unforeseen hazard become evident during the performance of the work, the HSO shall bring such hazard to the attention of the Contractor and the Owner as soon as possible. In the interim, the Contractor shall take action, including Stop Work Orders and/or upgrading PPE as necessary to re-establish and maintain safe working conditions and to safeguard on-site personnel, visitors, the public and the environment. The HASP shall then be revised/amended to reflect the changed condition.

Method of Measurement:

1-Within thirty (30) calendar days of the award of the Contract, the Contractor shall submit to the Owner for acceptance a breakdown of its lump sum bid price for this item detailing:

- (a) The development costs associated with preparing the HASP in accordance with these Specifications.
- (b) The cost per month for the duration of the Project to implement the HASP and provide the services of the HSM and the HSO.

2-If the lump sum bid price breakdown is unacceptable to the Owner; substantiation showing that the submitted costs are reasonable shall be required.

3-Upon acceptance of the payment schedule by the Owner, payments for work performed will be made as follows:

- (a) The lump sum development cost will be certified for payment.
- (b) The Contractor shall demonstrate to the Owner monthly that the HASP has been kept current and is being implemented and the monthly cost will be certified for payment.
- (c) Any month where the HASP is found not to be current or is not being implemented, the monthly payment for the Environmental Health and Safety Item shall be deferred to the next monthly payment estimate. If the HASP is not current or being implemented for more than thirty calendar days, there will be no monthly payment.

(d) Failure of the Contractor to implement the HASP in accordance with this Specification

Method of Measurement and Basis for Payment:

This work will be paid for at the Contract lump sum price for “Environmental Health and Safety” which price shall include all materials, tools, equipment and labor incidental to the completion of this item for the duration of the Project to maintain, revise, monitor and implement the HASP. Such costs include providing the services of the HSM and HSO, Contractor employee training, chemical protective clothing (CPC), personal protective equipment (PPE), disposal of PPE and CPC, medical surveillance, decontamination facilities, engineering controls, monitoring and all other HASP protocols and procedures established to protect the Health and Safety for all on-site workers.

<u>Pay Item</u>	<u>Pay Unit</u>
Environmental Health and Safety	L.S.

ITEM NO. 0120108A - FACILITIES CONSTRUCTION - SITE RESTORATION

All the provisions of Section 1.20-1.08 Prosecution and Progress for Facilities Construction of the Standard Specifications shall apply, except as amended and/or supplemented herein.

PART I - GENERAL

1.1 Work Included:

All materials, labor, equipment, and services necessary to perform the work of this section as shown on the Drawings, as specified, and as required by job conditions, including, but not limited to, the following:

- A. Furnishing, grading, and treatment of topsoil to original grade elevations, including mulching and seeding.
- B. Providing an established stand of vegetation from native seed mixtures on all areas shown on the plans or where directed by the Engineer.
- C. Restoration of access road areas, staging and stockpile areas, including topsoiling and seeding as necessary to restore to original condition. Any damage or rutting lawns area shall be restored to its original condition. This item shall also include furnishing and importing to the site sufficient topsoil to provide 6 inches of depth over all disturbed areas and 12 inches of topsoil over the construction haul road as shown on the contract drawings.
- D. Replace linear trail access gate if damaged during construction.
- E. Replace existing light posts if damaged during construction.
- F. Linear trail restoration with Bituminous Concrete, including removal and repaving of linear trail to the limits shown on the plans.
- G. Bituminous Concrete Drive restoration, including removal and repaving of bituminous concrete driveway to the limits shown on the plans.
- H. Gravel Subbase repair (as needed). Any gravel subbase material that is deemed unsatisfactory by the engineer shall be removed and replaced at the contractor's expense.

1.2 Definitions:

- A. Finish Grade: Elevation of finished surface of planting soil and/or channel.
- B. Manufactured Soil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- C. Planting Soil: Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.
- C. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath planting soil.

- E. Subsoil: All soil beneath the topsoil layer of the soil profile and typified by the lack of organic matter and soil organisms.
- F. Backfill: The earth used to replace or the act of replacing earth in an excavation.

1.3 Submittals:

- A. Product data sheets, specifications, performance data, physical properties for the following:
 - 1. Seed mixture.
- B. Manufacturer's Certificates or labels from containers certifying that the product meets the specified requirements for the following:
 - 1. Seed mixture, if pre-mixed, also show compliance with State and federal seed laws.
 - 2. Trees, planting materials, and shrubs.
- C. Samples (and test report), in the following quantities:
 - 1. Topsoil, 5-gallon pail – provide representative testing to indicate percent organic content for both on-site and off-site source material. Only topsoil meeting organic content specification (6% min. – 20% max.) is acceptable.
 - 2. Submit sample and product literature and guarantees in accordance with requirements of the General Conditions for the following:
 - a. Seed: Submit native seed mixtures for approval prior to application of the seed and all empty seed bag labels after application of seed to the Engineer. Species types within Native Seed Mixtures listed below may vary dependent upon season and/ or availability of species' seed.
- D. Planting Schedule: Indicating anticipated planting dates for each type of planting.
- E. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of exterior plants during a calendar year.

1.4 Quality Assurance:

- A. Codes and Standards: All materials and construction methods shall conform to Form 817 - State of Connecticut Department of Transportation "Standard Specification for Road, Bridges, and Incidental Construction" 2017 edition, and Supplemental Specifications thereto dated January 2015 unless otherwise specified herein.
- B. The Owner reserves the right to test and reject for cause any material not meeting material specifications by tests in accordance with methods adopted by the Association of Official Agricultural Chemists. Costs for these tests shall be borne by the Contractor [subcontractor].
- C. Acceptance of the restoration areas shall be established by the Engineer in writing, following the completion of all maintenance work requirements as specified herein, and following the correction of all punch list deficiencies by the Contractor.

- D. Analysis and standards: Package standard products with manufacturers certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agricultural Chemists, wherever applicable.
- E. Workmen: All workmen shall be thoroughly trained and experienced in the necessary crafts, and completely familiar with the specified requirements and the methods needed for proper performance of the work of this section.
- F. Do not make substitutions. If specified landscape material is not obtainable, submit proof of no availability to Owner, together with proposal for use of equivalent material.
- G. Topsoil Analysis: Furnish soil analysis by a qualified soil-testing laboratory.
 - 1. Report suitability of topsoil for lawn growth. State-recommended quantities of nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory topsoil.
- H. Pre-installation Conference: Conduct conference with Owner/Engineer/Contractor/Local Authorities at Project site.

1.5 Delivery, Storage and Handling:

- A. Deliver grass seed mixture in new, sealed, containers showing percentage of seed mix, year of production, net weight, date of packaging, and location of packaging. Seed in damaged packaging is not acceptable.
- B. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of exterior plants during delivery. Do not drop exterior plants during delivery and handling.
- C. Handle planting stock by root ball.
- D. Deliver exterior plants after preparations for planting have been completed and install immediately. If planting is delayed more than 6 hours after delivery, set exterior plants and trees in shade, protect from weather and mechanical damage, and keep roots moist.

1.6 Job Conditions:

- A. Seeding shall be performed when weather and soil conditions are suitable in accordance with locally accepted practice, as specified herein.
- B. Seeding dates are as follows:
 - April 15 – June 30
 - September 15 - October 15
- C. Do not install grass seed when wind velocity exceeds 5 mph.
- D. Acceptance of the restoration areas shall be established by the Engineer in writing, following the completion of all maintenance work requirements as specified herein, and following the correction of all punch list deficiencies by the Contractor.

1.7 Special Product Warranty:

- A. The Contractor shall supply the Engineer with all warranties or certificates, or both, furnished with the seed mixture prior to use of the material, if so requested.
- B. Installer's standard form in which Installer agrees to repair or replace plantings that fail in materials, workmanship, or growth within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, abuse by Owner, or incidents that are beyond Contractor's control.
 - b. Structural failures including plantings falling or blowing over.
 - 2. Warranty Periods from Date of Substantial Completion:
 - a. Trees, Shrubs and Ground cover: One year.

PART 2 – PRODUCTS

2.1 Seeding Materials

- A. Peat Moss: Shredded, loose, sphagnum moss; free of lumps, roots, inorganic material or acidic materials. According to the methods of AOAC methods of testing, the acidity range shall be approximately 3.5 to 5.5 pH and a maximum moisture content of 30 percent. Organic matter content shall be not less than 90 percent, and ash content shall not be more than 10 percent, by weight on an oven-dry basis.
- B. Accessories: Water - Clean, fresh and free of substances or matter which could inhibit vigorous growth of vegetation.

2.2 Seed

- A. Seed may be mixed on-site by an approved method or pre-mixed by a dealer. If the seed is to be mixed on-site, seed shall be delivered to the site in separate containers for each variety of seed.
- B. Seed mixes shall be supplied by New England Wetland Plants, Inc., 820 West Street, Amherst, MA 01002 (413) 548-8000 or approved equal and to the requirements below. Seed mix shall be free of invasive species.

New England Erosion Control/Restoration Mix for Detention Basins and Moist Sites

SPECIES	PERCENT
Virginia Wild Rye (<i>Elymus virginicus</i>)	28
Creeping Red Fescue (<i>Festuca rubra</i>)	24
Little Bluestem (<i>Schizachyrium scoparium</i>)	15
Big Bluestem, Niagra (<i>Andropogon gerardii</i>)	8
Fox Sedge (<i>Carex vulpinoidea</i>)	8
Switch Grass (<i>Panicum virgatum</i>)	8
Upland Bentgrass (<i>Agrostis perennans</i>)	1
Creeping Bentgrass (<i>Agrostis stolonifera</i>)	1
New England Aster (<i>Aster novae-angliae</i>)	1

Boneset (<i>Eupatorium perfoliatum</i>)	1
Grass Leaved Goldenrod (<i>Euthamia graminifolia</i> (<i>Solidago G.</i>))	1
Sensitive Fern (<i>Onoclea sensibilis</i>)	1
Green Bulrush (<i>Scirpus atrovirens</i>)	1
Blue Vervain (<i>Verbena hastata</i>)	1
Soft Rush (<i>Juncus effusus</i>)	0.5
Wool Grass (<i>Scirpus cyperinus</i>)	0.5
TOTAL	100
Application Rate: 35 LBS/ACRE (1250 SF/LB)	

New England Erosion Control Seed Mix for Dry Sites

SPECIES

Creeping Red Fescue (*Festuca rubra*)
Canada Wild Rye (*Elymus canadensis*)
Annual Ryegrass (*Lolium multiflorum*)
Perennial Ryegrass (*Lolium perenne*)
Blue Grama (*Bouteloua gracilis*)
Little Bluestem (*Schizachyrium Scoparium*)
Indian Grass (*Sorghastrum nutans*)
Rough Bentgrass/Ticklegrass (*Agrostis scabra*)
Upland Bentgrass (*Agrostis perennans*)
Application Rate: 35 LBS/ACRE (1250 SF/LB)
New England Native Warm Season Grass Mix
(Sediment Disposal Site)

SPECIES

Little Bluestem (*Schizachyrium Scoparium*)
Big Bluestem (*Andropogon gerardii*)
Virginia Wild Rye (*Elymus virginicus*)
Indian Grass (*Sorghastrum nutans*)
Creeping Red Fescue (*Festuca rubra*)
Switch Grass (*Panicum virgatum*)
Application Rate: 23 LBS/ ACRE (1900 SQ. FT./ LB.)

C. Hydroseeding solution shall consist of the following components:

Grass seed	6 lbs / 1,000 sq. ft.
Cellulose mulch	32 lbs / 1,000 sq. ft.
Fertilizer	15 lbs / 1,000 sq. ft.
Superphosphate	20 lbs / 1,000 sq. ft.

D. Type of seed mix to be applied will be dictated by the Engineer.

2.3 Topsoil

A. Topsoil: ASTM D 5268, pH range of 5.5 to 7, a minimum of 6 percent organic material content; free of stones 1 inch or larger in any dimension and other extraneous materials harmful to plant growth.

1. Topsoil Source: Reuse surface soil stockpiled on-site. Verify suitability of stockpiled surface soil to produce topsoil. Clean surface soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.
 - a. Supplement with imported or manufactured topsoil from off-site sources when quantities are insufficient.
 - b. Additional loam, if required, shall be fertile, friable, agricultural soil, typical for locality, pH value compatible, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, clay lumps, stones, and other objects over 2 inches in diameter, and free from other impurities, plants, weeds and roots.

2.4 Organic Soil Amendments

- A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; soluble salt content of 5 to 10 decisiemens/m.
- B. Peat: Sphagnum peat moss, partially decomposed, finely divided or granular texture, with a pH range of 3.4 to 4.8.
- C. Peat: Finely divided or granular texture, with a pH range of 6 to 7.5, containing partially decomposed moss peat, native peat, or reed-sedge peat and having a water-absorbing capacity of 1100 to 2000 percent.
- D. Wood Derivatives: Decomposed, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture, free of chips, stones, sticks, soil, or toxic materials.
- E. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.
- F. Water: Clean, fresh and free of substances or matter which could inhibit vigorous growth of vegetation.

2.6 Mulches

- A. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley, free from weeds, foreign matter detrimental to plant life, and dry. Hay or chopped cornstalks are not acceptable.

2.7 Tree and Shrub Material

- A. General: Furnish nursery-grown trees and shrubs complying with ANSI Z60.1, with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.
- B. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which shall begin at root flare according to ANSI Z60.1. Root flare shall be visible before planting.
- C. Provide containerized trees as specified on Contract Drawings.

- D. Shrub sizes indicated on Drawings are sizes after pruning.

2.8 Plant Materials

- A. Deciduous Trees: Provide trees of height and caliper scheduled or shown and with branching configuration recommend by ANSI Z60.1 for type and species required. Provide single stem trees except where special form is shown or listed.
 - 1. Provide balled and burlapped (B&B) deciduous trees.
 - 2. Container grown deciduous trees will be acceptable in lieu of balled and burlapped deciduous trees subject to specified limitations for ANSI Z60.1 for container stock.
- B. Deciduous Shrubs: Provide shrubs of height shown or listed and with not less than minimum number of canes required by ANSI Z60.1 for type and height of shrub required.
 - 1. Provide balled and burlapped (B&B) deciduous shrubs.
 - 2. Container grown deciduous shrubs will be acceptable in lieu of balled and burlapped deciduous shrubs subject to specified limitations for container grown stock.

2.9 Anti-Herbivory Exclusion Device

- A. Fencing shall consist of steel 1-inch mesh hexagonal 20-gauge galvanized wire with black PVC coating.
- B. The fencing shall be secured using metal stakes, spaced appropriately.

2.10 Bituminous Concrete

All provisions of Section 9.22 of the Standard Specifications shall apply except as amended and/or supplemented herein:

Add to subarticle 9.22.02:

2 – Class 1 and Class 2 shall conform to Section M.04, (HMA S0.375).

3 – Processed aggregate base shall conform to Section M.05.

PART 3 – EXECUTION

3.1 Examination

- A. Verify prepared soil base is properly rough graded and ready to receive the work of this Section.
- B. Verify backfilling has been inspected.
- C. Verify substrate base has been contoured and compacted.
- D. Beginning of landscaping work means acceptance of existing soil base, and site conditions.

3.2 Preparation

- A. Prepare sub-soil to eliminate uneven areas and low spots. Maintain lines, levels, profiles and

contours. Make changes in grade gradual. Blend slopes in level areas.

- B. Remove foreign materials and non-organic debris.
- C. Scarify subgrade to depth of 4 inches where topsoil is scheduled. Scarify in areas where equipment is used for hauling and spreading topsoil and has compacted subsoil. The contractor should plan to use track machines to minimize the use of rubber tire machines to reduce over compaction of the subsoil.
- D. Saturate soil with water to test drainage.
- E. Lay out individual tree, shrub, plant material locations and areas for multiple plantings with owner. Stake locations and outline areas and secure Owner's acceptance before start of planting work. Make minor adjustments as may be required.

3.3 Placing and Treating Topsoil

- A. Place both stockpiled topsoil and additional loam during dry weather; place to a minimum compacted depth of 6 inches on dry unfrozen subgrade. Treat additional loam with ground limestone.
- B. Fine grade topsoil, making changes in grade gradual, eliminating rough or low areas. Blend slopes into level areas. Manually spread topsoil close to trees, plants, and building to prevent damage. Roll fill depressions to ensure positive drainage.
- C. Remove roots, weeds, rocks and foreign material while spreading.
- D. Remove surplus subsoil and topsoil from site. Leave stockpile areas and site clean and raked ready to receive grass.
- E. Apply fertilizer in accordance with manufacturer's instructions or testing agency recommendations (if tests are made), within 10 days of seeding, after smooth raking of topsoil and prior to roller compaction.
- F. Do not apply fertilizer at same time or with same machine as will be used to apply seed.
- G. Mix thoroughly into upper 6 inches of topsoil.
- H. Lightly water to aid the dissipation of fertilizer.
- I. After incorporation of fertilizer and limestone into the soil, fine grade the seed bed to remove all ridges and depressions, and the surface cleared of all stones one inch or more in diameter and all other debris.
- J. Smooth rake again and clear surface of all stones one inch or more in diameter and all other debris.

3.4 Seeding

- A. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Evenly distribute seed by

sowing equal quantities in 2 directions at right angles to each other.

- B. Apply seed evenly by mechanical spreader at a rate specified by the manufacturer (35 lbs/acre). Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.
- C. Protect seeded areas with slopes not exceeding 1:6 by spreading straw mulch. Spread uniformly at a minimum rate of 2 tons/acre to form a continuous blanket 1-1/2 inches in loose depth over seeded areas. Spread by hand, blower, or other suitable equipment.
 - 1. Anchor straw mulch by crimping into soil with suitable mechanical equipment.
- D. Seeding Season: In accordance with the supplier's recommendations.

These periods may be extended or reduced according to prevailing weather conditions at the time, upon approval by the Engineer.

If the Contractor seeds outside the seasonal periods, any additional material furnished and placed to establish growth shall be done at the Contractor's expense. The Contractor must also reseed, mulch and repair any areas seeded, whether out-of-season or not, that are damaged by fire, erosion, or any other cause, as directed by the Engineer at no expense to the Owner.

- E. No seeding shall be permitted after a rain unless the surface of the ground is loosened or when the velocity of the wind exceeds a gentle breeze or about five (5) miles per hour. Extreme care shall be taken during seeding and raking so that no change in grading is made and so that the seed is not raked from one spot to another.
- F. Maintenance: The Contractor shall be held responsible for the maintenance of all work and parts thereof prior to final acceptance.

Maintenance shall include watering of seeded areas, weeding, clean-up, edging, repairs of washouts and gullies, repairs to protecting fences and all other necessary work of maintenance.

The Contractor shall provide an adequate and acceptable growth of vegetation of the type specified. Adequately protect all seeded areas until the areas are acceptable to the Engineer.

After final acceptance by the Owner, the Contractor will not thereafter be required to do any of the above work, except that nothing contained herein shall release the Contractor from his obligations under the Contract.

- H. Seed Schedule: All specified seed mixes shall be installed per the manufacturer's specific recommendations for seeding rates, seed bed preparation and seeding season/date requirements.

If feasibility of this seed schedule cannot be met, contact the engineer immediately for review.

- I. Hydroseeding: The application of a combination of seed, fertilizer, and mulch in a slurry mixture. Seed mix applied by hydroseeding:
 - 1. If fertilizer is applied at time of seeding, the application rate will not exceed 100 lbs/Ac Nitrogen, 200 lbs/Ac P and 200 lbs/Ac K.
 - 2. When lime is to be applied by the hydro-seeder, the rate shall not exceed 3 tons/Ac. Burnt or hydrated lime shall not be used.
 - 3. Hydro-seeding mixtures shall be prepared on site and applied immediately. No seed/mulch

mix that has been left in the seeder for more than 8 hours shall be used.

3.5 Satisfactory Seeding

- A. Satisfactory Seeding: After leaf-out in spring following construction 80% cover.
- B. The Contractor shall be responsible for ensuring that seed mixture has successfully developed into plant cover. The Contractor shall check seeded areas after leaf-out in the spring following construction.

3.6 Site Cleaning and Repair

- A. Absolutely no debris may be left on the site. Excavated material shall be removed as directed. Repair any damage to site or structures to restore them to their original condition.

3.7 Cleanup and Protection

- A. During restoration work, keep pavements clean and work area in an orderly condition.
- B. Protect restoration work and materials from damage due to operations by other contractors and trades, and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged restoration work as directed.
- C. Compaction: The Contractor shall keep all equipment, vehicular and pedestrian traffic off areas that have been seeded to prevent excessive compaction and damage to young plants. Where such compaction has occurred, the Contractor shall rework the soil to make a suitable seedbed; then re-seed and mulch such areas with the full amount of the specified materials, at no extra charge to the Owner.
- D. This work will not be considered complete until all cleanup operations are complete. This shall include the removal of all debris resulting from the seeding operation. The Contractor shall be required to shape, grade, and establish vegetative cover in accordance with the specifications on all areas disturbed outside the normal limits of the construction.

3.8 Inspection and Acceptance

- A. When restoration work is completed, including maintenance, the Owner will, upon request, inspect to determine acceptability.
- B. When inspected restoration work does not comply with requirements, replace rejected work and continue specified maintenance until re-inspected by the Owner and found to be acceptable.

3.9 Bituminous Concrete

All provisions of Section 9.22 of the Standard Specifications shall apply except as amended and/or supplemented herein:

Delete Paragraph 4 Construction Methods. "Bituminous Concrete Surface" and replace with "Bituminous concrete shall be constructed in accordance with the requirements of Section

4.06 of the Standard Specifications. Each course shall have a minimum density of 92% to a maximum of 98%.

PART 4 – METHOD OF PAYMENT

Method of Measurement and Basis for Payment:

This work will be paid for at the Contract lump sum price for “Facilities Construction - Site Restoration” which price shall include all materials, tools, equipment and labor incidental to the completion of this item for the duration of the Project, as determined by the Engineer.

<u>Pay Item</u>	<u>Pay Unit</u>
Facilities Construction - Site Restoration	L.S.

ITEM NO. 0201001A - CLEARING AND GRUBBING

All the provisions of Section 2.01 of the Standard Specifications shall apply, except as amended and/or supplemented herein:

Description: This work shall consist of clearing the ground of trees, stumps, brush, rubbish and all objectionable material in accordance with these specifications or as directed by the Engineer. This work shall also include the clearing of the ground necessary for the construction and installation of drainage, access roads, structures, ditches, channels, fences and other appurtenances. Included in this work shall be the preservation from injury or defacement of vegetation and objects designated to remain. Clearing and Grubbing shall also include all labor, materials, tools and equipment, as and when required to install and remove the construction access roads required to complete site work.

In addition, work under this item shall include, whether shown on the plans or not, removal of linear trail concrete pavement, any railroad ties, rails, miscellaneous stockpiled materials, logs, wood poles, abandoned utility poles, concrete blocks, guide rail, chain link fence, existing drainage structures, excavation and backfill with suitable material, miscellaneous debris within the project limits or where directed by the Engineer. Protection of existing lights, trees, and wells, and removal and relocation of existing signs and steel post and gates will also be covered under this item. Temporary work to maintain access includes bituminous concrete pavement and necessary gravel.

Plugging of existing drainage pipes will also be covered under this item.

All material removed shall be disposed of in a proper manner in accordance with current regulatory standards and in legally acceptable disposal areas. There will be no separate measurements or payment for these items and all costs associated with the satisfactory completion of the work will be included in the contract lump sum price bid for "Clearing and Grubbing."

Construction Methods: The Contractor shall mark all trees, shrubs and plants to be removed in accordance with the plans and these specifications. The Engineer shall have 7 days to field review the markings and make any adjustments prior to the start of the clearing operation. Within the excavation lines all trees shall be cut off and stumps removed to a depth of not less than 12 inches (300 millimeters) below the graded surface.

Within the fill lines where an embankment is to be made not more than 5 feet (1.5 meters) in depth, trees, stumps, roots, etc., shall be removed. Where the embankments to be made exceed 5 feet (1.5 meters) in depth, trees, stumps, roots, etc., shall be cut off to within 6 inches (150 millimeters) of the ground surface.

In areas where clearing is necessary for the construction and installation of various appurtenances, all trees and stumps shall be cut flush with the ground; and all dead or uprooted trees, brush, roots or otherwise objectionable material shall be removed as directed unless otherwise indicated on the plans.

Prior to clearing operations, a meeting must be held. Those attending the meeting should include the Contractor, the Engineer, the designer, local tree warden or equivalent, and the District Environmental Coordinator. All clearing issues shall be resolved to the satisfaction of the Engineer before any trees are cut.

All trees scheduled to be removed outside of the proposed gutter or curb lines shall be visibly marked or flagged by the Contractor at least seven days prior to cutting of such trees.

The Engineer will inspect the identified trees within 7 days of the marking of the trees and verify the limits of clearing and grubbing prior to the Contractor proceeding with his cutting operation.

All branches of trees extending within the roadway shall be trimmed as directed to provide a 16-foot (5-meter) minimum vertical clearance including selective trimming of such trees as directed.

The Contractor shall dispose of all such trees, stumps, brush, etc., in a satisfactory manner and shall remove all rubbish and refuse from within the highway limits.

All excavations made below subgrade surface by the removal of trees, stumps, etc., shall be filled with suitable material, which shall be compacted thoroughly in accordance with the provisions governing formation of embankments.

All fences, stonewall fences and ornamental and utilitarian domestic accessories, such as, but not limited to garden pools, arbors, stair railings, fireplaces, sheds and incinerators, within the highway limits shall be removed as directed. However, the removal of materials in stonewalls, that are to be removed and not used in a new stonewall fences, will be paid for according to the provisions of Section 2.02.

All road signs, mailboxes, etc., shall be removed and reset as directed.

Method of Measurement: When no price for "Clearing and Grubbing" is asked for on the proposal form, the cost of the work as described above shall be included in the cost of the grading items and no direct payment for "Clearing and Grubbing" will be made.

When a price is asked for on the proposal form on a lump sum basis, this shall include all the work as described above, which may be necessary to properly complete the project, unless the item is included under another project pay item.

Should the project be increased in length or the scope of work increased due to construction changes beyond the requirements hereinabove, any additional work required will be paid for as extra work. Should the project be decreased in length, a suitable credit, mutually agreed upon and based on the reduction in actual work or scope, will be taken by the State.

The work, material, tools, equipment and labor incidental to the disposal of trees, stumps, etc., will not be measured for payment.

Basis of Payment: Payment for this work will be at the contract lump sum for "Clearing and Grubbing," except as noted above, and shall include all equipment, tools and labor incidental to the completion of this item.

All costs incidental to the disposal of trees, stumps, etc., will be included in the price of "Clearing and Grubbing."

Pay Item
Clearing and Grubbing

Pay Unit
L.S.

ITEM NO. 0202002A – EARTH EXCAVATION

All provisions of Section 2.02 of The Standard Specifications shall apply except as amended and supplemented herein, including Section 020210 of these specifications.

Delete all references to Channel Excavation and add the following: "Channel Excavation – Earth shall be paid under the Item "**Earth Excavation.**"

Description:

Add the following: This work shall include all work associated with 6” processed aggregate base procurement and placement within gravel parking lot used for staging and stockpiling. Excavation and removal of sediment upstream of the existing gate shall also be included within this item. All excavated sediment shall be adequately dewatered prior to off-site disposal.

Method of Measurement:

Delete all references to Cubic Yard and add the following: "**Lump Sum,**" and there shall be no measurement under this item but shall be paid for on a lump sum basis and shall include all materials, tools, equipment, and labor necessary to complete the work.

Basis of Payment:

Delete all references to Cubic Yard and add the following: "**Lump Sum.**" Payment for this item will be made at the Contract Lump Sum Price bid for "Earth Excavation," and shall include all materials, tools, equipment, and labor necessary to complete the work.

Pay Item

Earth Excavation

Pay Unit

L.S.

ITEM NO. 0202216A – EXCAVATION AND REUSE OF EXISTING CHANNEL BOTTOM MATERIAL

Description:

This work shall consist of excavating existing channel bottom material in areas where the channel bottom is to be disturbed and regraded. This item shall also include the stockpiling and protecting of the excavated material on the Site, subsequent placement of the stockpiled material in the channel, and the removal and proper disposal of all unused and unacceptable material.

Materials:

The material for this item shall consist of the existing naturally-formed rocks, cobbles, gravel, soils and clean natural sediments from within the channel. Any material excavated from ledge (bedrock) formations or broken from larger boulders will not be accepted. Broken concrete will not be accepted. This material includes the riverbed armor and standard riprap previously used to construct the channel.

Construction Methods:

The Contractor shall submit for the Engineer's approval a proposed location for stockpiling material. The proposed location shall be upland where disruption to the stream channel or impact to wetland areas caused by moving the excavated channel bottom material to and from the stockpile are minimized during the placement of material. The Contractor shall prepare the area approved by the Engineer, suitable in size and location for stockpiling the existing channel bottom material.

The stockpile shall be located in the designated parking lot off of Wakeley Street or another location where it can remain undisturbed for the duration of the stream channel construction and shall be protected using sedimentation control measures. The stockpile area shall be cleared and cleaned adequately to prevent mixing with underlying soil or other materials, including the use of a separation barrier such as: structural fabric, polyethylene sheeting, or similar. The stockpile area shall be adequately covered to protect the excavated channel bottom material from erosion by rain or other forces.

After clearing and grubbing, the Engineer will identify the limits of the exposed channel bottom material to be excavated under this item. The Engineer will identify the bottom limit of excavation, an amount up to but not exceeding 24 inches in depth, based upon visual inspection of the channel bottom material, unless otherwise specified in the Contract. After the limits of excavation have been determined, the Contractor shall excavate the channel bottom material, separate from any other roadway, structure, channel or unsuitable material excavation in the area. After the channel bottom material, and approved supplemental streambed channel material if needed, has been placed in the stockpile area, no other excavated or off-Site material shall be placed in the stockpile.

The stockpiled channel bottom material shall be placed at the designated location(s) to the required thickness as shown on the plans, denoted on the permit application, or as directed by the Engineer. Equipment and placement techniques shall prevent integration with the surrounding material and shall keep the channel bottom material relatively homogenous. Channel material shall be placed in a manner that replicates the original condition of the channel prior to excavation.

The Contractor shall close all gates and perform all containment, diversion, or other separation of the channel flow when placing the channel bottom material to minimize sediment transport downstream.

The disposal of any surplus or unsuitable material shall be in accordance with Section 2.02. Restore the stockpile area as directed by the Engineer.

If there is an insufficient quantity of excavated channel bottom material within the Project limits, the Contractor shall obtain Supplemental Streambed Channel Material at their own cost.

Method of Measurement:

There shall be no measurement under this item but shall be paid for on a lump sum basis and shall include all materials, tools, equipment, and labor necessary to complete the work.

Basis of Payment:

Payment for this item will be made at the Contract Lump Sum Price bid for ""Excavation and Reuse of Existing Channel Bottom Material," complete and accepted, which price shall include all materials, equipment, tools and labor incidental to the preparation of the stockpile area, excavation of channel bottom, hauling of the material to the stockpile, and separation of any rock ledge or concrete debris, storing, and protecting (including but not limited to sedimentation controls and covering of excavated material).

Payment for clearing and grubbing of the approved stockpile area will be included in Item No. 0201001A "Clearing and Grubbing."

Payment for all containment, diversion or other separation of stream flow from the excavation of channel bottom material will be included in the item "Cofferdam and Dewatering" or special provision for "Handling Water."

Pay Item

Excavation and Reuse of Existing Channel Bottom Material

Pay Unit

L.S.

ITEM NO. 0202315A - DISPOSAL OF CONTROLLED MATERIALS

Description: Work under this item shall consist of any necessary temporary stockpiling, loading, transportation and final off-site disposal of Controlled Materials. Controlled Materials designated for off-site treatment/disposal shall be loaded, transported to, and disposed of at an appropriately licensed treatment/disposal facility. See Notices to Contractor for information about environmental investigations and controlled material handling.

Note: Excavation of material will be paid under Earth Excavation Item #0202002A

1.0 Submittals: Within 14 days after bid opening, the apparent low bidder shall submit in writing:

A. Waste Hauler: The Contractor shall submit the name, location and qualifications of the waste hauler(s) to be used for transportation of controlled materials.

B. Disposal Facility: Contractor shall submit the name and location of the off-site disposal facility to be used for the disposal of controlled material. No facility may be substituted for the one designated in the Contractor's submittal unless approved by the Engineer in writing.

C. The Contractor shall submit a letter from an authorized representative of the proposed treatment/disposal facility(ies), with a statement of the facility's intent to accept from the Contractor the specified materials. This letter shall also include a copy of the facility acceptance criteria and a copy of the facility's operating permit.

D. The Contractor shall provide letters of commitment from the waste hauler(s) to haul shipments of controlled materials. The letters shall indicate agreement to handle and accept the specified material as described in this Contract.

E. The Contractor shall provide the proposed transport route for hauling controlled material from the Project Site to the disposal facility, including all states which the material will pass through. The Contractor shall provide evidence of appropriate licenses/permits held by the waste hauler(s) to transport material through each state.

F. The Contractor shall organize and maintain the material shipment and disposal records/manifests required by the State of Connecticut and the State or Commonwealth where the treatment/disposal facility is located. The records shall become the property of, and be turned over to, the Owner at the completion of the work under this specification.

G. The Contractor shall submit copies of all transportation and disposal documentation, including bills of lading and/or manifests and weight tickets/receipts for disposal of excavated materials.

H. If the Contractor elects to temporarily stockpile controlled material pending disposal, the Contractor shall do so in accordance with the conditions and best management practices contained within the CT DEEP General Permit for Contaminated Soil and/or Sediment Management (Staging and Transfer) (EXPIRED). The Contractor shall comply with all conditions of this General Permit.

2.0 WASTE CHARACTERIZATION:

A. The Contractor shall use the services of the Contractor's retained environmental laboratory and a Licensed Environmental Professional to assist the Contractor in dealing with

characterization and transport of controlled material to an off-site disposal facility.

B. The Contractor is responsible, subject to review by the Owner, to completely characterize all impacted soil for disposal in accordance with all applicable laws and regulations and disposal facility requirements.

D. The Contractor shall use existing and supplemental analytical data, provided by the Owner, to the maximum extent possible to characterize soil for disposal purposes. Available sample results and sample locations from previous site investigations and sampling events are provided in the contract documents (see Appendix A).

E. If additional analytical data beyond that provided is necessary for waste disposal, the Contractor shall collect the additional samples and provide the additional data required. Sampling frequency and analytical parameters/methods for the waste characterization performed by the Contractor will be as required by the approved disposal facility.

F. The Contractor shall prepare necessary paperwork (waste profiles, manifests) to be used to transport the waste from the site to the disposal facility.

G. The CTDEEP and the Town of Seymour will be the designated Generator(s) of project wastes where a generator is required to be named.

3.0 TRANSPORTATION:

A. All transport containers/vehicles used to transport impacted soil and sediment shall have a metal dump body free from any holes and a sealable, watertight tailgate.

B. All material shall be covered and secured during transport to prevent shifting and to ensure that seepage of water into and release of soil, sediment and/or dust out of the dump body is prevented.

C. Transport vehicles/containers, and loading and unloading procedures shall meet all appropriate state and federal DOT standards.

D. The Contractor shall transport controlled material to an approved waste disposal/recycling facility, as arranged by the Contractor, in accordance with all local, state and federal regulations.

E. Controlled material shall be kept several inches below the top of the truck container.

F. The Contractor shall install and use a designated site entrance for transport vehicle traffic to minimize vehicle contact with controlled materials.

H. If controlled material is spilled on the exterior of the transport vehicles while loading, the material shall be brushed off, collected, and disposed of with other impacted soil before the vehicle leaves the Site.

I. The Contractor shall transport waste to receiving facilities in accordance with USDOT, USEPA, OSHA, and CTDEEP regulations.

J. The Contractor shall utilize hauler(s) that are licensed as necessary in all states affected by transport.

4.0 SHIPPING PAPERS

A. The Contractor shall prepare all documentation required for transport and disposal of project wastes. Transport of the controlled materials shall take place under a Bill of Lading (BOL) and any additional shipping papers and/or waste manifests that may be required by the disposal facility or disposal state.

B. The Contractor shall obtain and prepare all shipping papers for review by the Owner or Owner's designated representative.

C. The Contractor shall provide the Owner with a copy of the shipping papers and any supporting documents (i.e. laboratory data) at least 72 hours prior to planned removal of the controlled materials from the Site.

D. The Owner shall review the BOL and/or manifest and supporting documentation prior to signature by the Owner.

E. The Contractor shall maintain a tracking system that shall be kept on site and available for inspection at any time. The tracking system shall document for each truck load: truck registration number and state of registration, driver name, description of load including source of material being disposed, BOL and/or manifest log sheet number, date of removal from site, date of arrival at facility, and date BOL log sheets and/or manifests returned with facility signature.

F. The Contractor shall verify that each truck load is accompanied by a complete BOL and original signed log sheet and/or manifest completed for the load it is carrying. Each BOL shall be accompanied by an attached list of all load identification numbers that are transported under said shipping papers.

G. Each BOL shall note the truck registration number, state of registration, driver, and date of removal.

H. Upon final disposition of the waste, completed BOLs and waste manifests shall be retrieved and furnished to the Owner's LEP along with receipts or weight slips. The Contractor is responsible for ensuring that facility copies are returned to the Owner.

I. Wastes shall not be delivered to any facility other than that listed on the shipping papers.

5.0 OFF-SITE DISPOSAL:

A. The Contractor shall identify the specific facility(ies) intended for use prior to any Work. Substitutions or additions shall not be permitted without prior written approval from the Owner or their agent.

B. Acceptance of Material: The Contractor shall be responsible for acceptance of the specific material at the approved disposal facility, for ensuring that the facility is properly permitted to accept the stated material, and that the facility provides the stated treatment and/or disposal services.

C. The Owner or their agent reserves the right to contact and visit the disposal facilities and regulatory agencies to verify the agreement to accept the stated material and to verify any other information provided. This does not in any way relieve the Contractor of his responsibilities under this contract.

D. Contractor's Responsibility: In the event that the identified and approved facility ceases to accept the stated materials, or the facility does not provide sufficient disposal capacity, or the facility ceases

operations, it shall be the Contractor's responsibility to arrange for an alternate approved and permitted disposal facility. The Contractor is responsible for making the necessary arrangements to utilize the facility, and the alternate facility must be approved in writing by the Owner or their agent in the same manner and with the same requirements as for the original facility.

6.0 RECORDKEEPING:

A. Records: The Contractor shall maintain a current record of all waste determinations, including results of analyses performed, sample locations, and the time of collection. Transportation, treatment, disposal methods and dates, the quantities of waste, the name and addresses of transporter(s) and the disposal facility shall also be recorded and available for the Owner or their agent(s)' inspection. The Contractor shall submit copies of all such documentation to the Owner at project completion or sooner as required by these specifications.

B. Specific records to be kept and transferred to the Owner at project completion shall include the following, at a minimum:

1. Original copies of all shipping papers.
2. Original copies of all laboratory analytical reports performed for disposal.
3. One copy of all waste analyses or waste profile sheets.
4. Lone original copies of all certifications of final treatment/disposal signed by the responsible disposal facility official.

C. Documentation of Treatment or Disposal: The impacted soil and sediment must be taken to the approved disposal facility which has USEPA or appropriate state permits and identification numbers and complies with all of the provisions of the disposal regulations. Documentation of acceptance of soil and sediment and certification of treatment or disposal by the facility shall be furnished to the Owner not later than five (5) working days following the delivery of the waste to the facility.

Method of Measurement: The work of "Disposal of Controlled Materials" shall be measured for payment as the actual net weight in US tons of material delivered to the treatment/disposal facility. Such determinations shall be made by measuring each hauling vehicle on the permanent scales at the treatment/recycling facility. Total weight shall be the summation of weigh bills issued by the facility excluding the weight of the vehicles. Any weight tickets/receipts shall be legible.

Basis of Payment: This work shall be paid for at the contract unit price per ton for "Disposal of Controlled Materials", which price shall include any necessary temporary stockpiling, loading and transportation of Controlled Materials from the Project Site to the treatment/disposal facility; the treatment/disposal or recycling of Controlled Materials; the preparation of manifests, bills of lading, and fees paid; and all equipment, materials, tools, and labor incidental to loading, transporting, treating/recycling and disposal of Controlled Materials.

Pay Item

Disposal of Controlled Materials

Pay Unit

Ton

ITEM NO. 0204151A - HANDLING WATER

Description:

Work under this item shall consist of shutting all sluice gates for water control; the construction of such cofferdams, flow diversions, hay bales, temporary turbidity curtains, barriers or other such protective facilities and methods as are necessary for the conduction of water beyond the limits of construction; the dewatering of the site to be excavated or on which the permanent weir structures are to be constructed; and the removal of all such temporary structures and facilities upon the completion of the permanent work or as required. The handling of water shall be in accordance with the requirements of Section 1.10 of the Standard Specifications and stormwater permit. For the purposes of this specification, such work shall be understood to mean any temporary type of protective facility which the Contractor elects to build or use to satisfy, and which does satisfy, the condition that excavation and the construction of permanent weir structures be performed and built in the dry. The handling of flood flows and the protection of existing structures, and any or all of the finished construction during high water, are included in the scope of the work under this item.

Materials:

As required.

Construction Methods:

The Contractor shall investigate and verify existing stream conditions, and evaluate the need for, and the type of protection and facilities required. Before commencing construction, the Contractor shall furnish the Engineer with details of the plan and methods he proposes to use for handling water and accomplishing the work. The Contractor may use sandbags, 'portadams', precast concrete barrier curbs or other types of protective facilities as approved by the Engineer. The furnishing of such plans and methods shall not relieve the Contractor of any of his responsibility for the safety of the work and for the successful completion of the project.

The height of any cofferdams, flow diversions and barriers shall be elected by the Contractor to provide reasonable protection from flooding. At a minimum, cofferdams shall be constructed to the height of the estimated two-year storm shown on the plans. All such temporary structures or facilities shall be safely designed, extended to sufficient depth and be of such dimensions and watertightness so as to assure construction of the permanent work to the limits shown on the plans. Interior dimensions shall give sufficient clearance for construction and inspection of the forms. Movements or failures of the temporary protection facilities, or any portions thereof, which prevent proper completion of the permanent work shall be corrected at the sole expense of the Contractor.

Any pumping from within the areas of construction shall be done in such a manner as to prevent the possibility of movement of water through any fresh concrete. No pumping will be permitted during placing of concrete or for a period of 24 hours thereafter, unless it be done from a suitable sump properly located and with sufficient pumping capacity to protect against damage from sudden rising water. Any pumped water must be discharged to a temporary sediment basin and/or in accordance with the requirements of Section 1.10 of the Standard Specifications.

Unless otherwise provided, or directed, all such temporary protective work shall be removed and disposed of in an approved manner when no longer required.

The Contractor shall be responsible for the scheduling of work under this item so as not to interfere with any sequence of operations developed for this project. Delays as a result of work required under this item shall not constitute a claim for an extension of contract time.

Working drawings and design calculations for temporary sheeting and other methods shall be submitted to Engineer for review. The working drawings and design calculations shall be prepared, sealed, and signed by a Professional Engineer licensed in the State of Connecticut.

Method of Measurement:

This item, being paid on a lump sum basis, will not be measured for payment.

Basis of Payment:

Payment for this item will be made at the Contract Lump Sum Price bid for "Handling Water," complete and accepted, which price shall include all tools, material, equipment, labor and work incidental to the construction; reconstruction; if required; dewatering, including pumping, and any related environmental controls used in Handling Water; handling of the stream flow during construction; the removal and disposal of all protective works or facilities; disposal of water removed from the construction; damages incurred by the Contractor; and any damages to existing facilities and to the work in progress, materials or equipment from flows or high stages of the stream.

No separate payment will be made for temporary sediment basins, temporary turbidity curtains, hay bales, or any sedimentation control systems on site.

Pay Item

Handling Water

Pay Unit

L.S.

ITEM NO. 0913010A – CONSTRUCTION FENCE

This item shall conform to the requirements of Section 9.13 of the Standard Specifications as follows:

Description:

Work under this item shall consist of furnishing and installing temporary new chain link fence or used material in good condition, six feet (6') high, supported by driven metal posts and erected where indicated on the plans.

Materials:

Add the following to Article 9.13.02 of the Standard Specifications:

The fencing shall consist of aluminized or galvanized chain link fabric and shall be a minimum of 11 gauge, woven of good commercial quality steel wire having a minimum tensile strength of 80,000 pounds per square inch. Fabric shall be uniform square mesh of $2" \pm 1/8"$ between its parallel sides.

Framework shall be Schedule 40 pipes and shall be hot dipped galvanized with zinc coating.

All hardware shall be hot dipped galvanized as per ASTM A-153.

Construction Methods:

Posts shall be spaced in line of fence not further than 10 feet on centers. All posts shall be driven a minimum of 36 inches.

When ledge rock is encountered, the posts shall be set in holes drilled into rock at least 12 inches in depth and grouted or otherwise firmly held in correct position.

Braces shall be securely fastened to posts by suitable connections and trussed from line post back to post requiring bracing with $3/8"$ round rod having a turnbuckle adjustment.

Fabric shall be fastened to line posts with bands or wire clamps of No.6 gauge aluminized or galvanized wire. These bands shall be space approximately 14 inches apart. A top and bottom tension wire shall be provided.

Where it is not practicable to conform the fence to the general contour of the ground as at ditches, channels, etc., the opening beneath the fence shall be enclosed with chain link fabric and sufficiently braced to preclude access, but not to restrict the flow of water.

Construction fence shall be removed at the completion of construction.

Method of Measurement and Basis of Payment:

Payment for this item will be made at the Contract Lump Sum Price bid for Construction Fence installed to the limits shown on the Contract Drawings or as directed by the Owner. Payment for this work will be made at the contract unit price of Lump Sum for "Construction Fence", which price shall include all materials, equipment, tools, labor and work incidental thereto.

Pay Item

Construction Fence

Pay Unit

L.S.

ITEM NO. 0971001A - MAINTENANCE AND PROTECTION OF TRAFFIC

All provisions of Section 9.71 of the Standard Specifications shall apply unless otherwise amended and supplemented herein.

9.71.01 Description

The Contractor shall maintain and protect all existing traffic at the existing parking lots, at CT Route 8, and at all adjacent roadways and sidewalks. No interference of the existing traffic conditions shall be allowed except as described below.

The Contractor shall maintain and protect traffic as follows and as limited in the Special Provision "Prosecution and Progress":

ROUTE 8

The Contractor shall maintain and protect existing traffic operations on Route 8.

ALL OTHER ROADWAYS

The Contractor shall maintain and protect all existing traffic, vehicular and pedestrian operations outside of the work area, excluding Route 8.

The existing area within the contract limit shown on the plans, excluding Route 8, shall be closed to public traffic, and the Contractor shall contain their operation to within that area. Traffic Drums shall be maintained in place at the entrance of the parking lot to be used for staging and stockpiling off of Wakeley Avenue. Pedestrian traffic to be restricted at linear trail with traffic drums and signage. All measures shall be maintained in place until the completion of the work or as directed otherwise by the Engineer.

COMMERCIAL AND RESIDENTIAL DRIVEWAYS

The Contractor shall maintain access to and from all commercial, residential, private, and public driveways/accessways through project limits. The Contractor will be allowed to temporarily perform the required work during those periods when the businesses are closed unless said driveways/accessways only when predetermined at construction meetings and permissions are granted by the owners and Engineer prior to closure.

9.71.02 Materials

Construction Signs shall conform to the following: Prior to using the construction signs and their portable supports, the Contractor shall submit to the Engineer a copy of the Letter of Acceptance issued by the FHWA to the manufacturer documenting that the devices (both sign and portable support tested together) conform to NCHRP Report 350 (TL-3).

Portable sign supports shall be designed and fabricated so that the signs do not blow over or become displaced by the wind from passing vehicles. Portable sign supports shall be approved by the Engineer before they are used.

Mounting height of signs on portable sign supports shall be a minimum of 1 foot and a maximum of 2 feet,

measured from the pavement to the bottom of the sign.

All sign faces shall be rigid and reflectorized. Reflective sheeting shall conform to the requirements of Article M.18.09.01 (Type III). Sheet aluminum sign blanks shall conform to the requirements of Article M.18.13. Metal signposts shall conform to the requirements of Article M.18.14. Application of reflective sheeting, legends, symbols, and borders shall conform to the requirements specified by the reflective sheeting manufacturer. Attachments shall be provided so that the signs can be firmly attached to the portable sign supports or metal posts without causing damage to the signs.

The following types of construction signs shall not be used: mesh, non-rigid, roll-up.

The following portable sign support systems or equivalent systems that meet the above requirements may be used:

Korman Model #SS548 flexible sign stand with composite aluminum sign substrate (APOLIC)

Traffix "Little Buster" dual spring folding sign stand with corrugated polyethylene (0.4 in. thick) sign substrate (InteCel)

Traffic cones, traffic drums, and barricades shall conform to the following Articles of the Standard Specification; 9.77.02, 9.78.02, 9.78.03, 9.79.02 & 9.79.3.

All materials shall conform to the minimum standards of State of Connecticut Department of Transportation and the Manual on Uniform Traffic Control Devices (MUTCD). Any materials or equipment determined to be unacceptable by the Engineer shall be removed and replaced with new materials and/or equipment that is acceptable to the Engineer at no additional cost.

9.71.03 Construction Methods

The Contractor shall furnish, supply and install all signs, barricades, drums, traffic cones, delineators, plastic sign supports, temporary markings, and construction barricades to achieve the proposed traffic control plans and/ or required by the engineer and in accordance with the ATSSA guidelines contained in "Quality Standards for Work Zone Traffic Control Devices", shall be replaced by the Contractor at no cost to the Owner.

9.71.05 Basis of Payment

Only those items listed in the Bid Proposal will be measured for payment. All other work, material and labor necessary for the maintenance and protection of traffic shall be included in the Contract Lump Sum for Maintenance and Protection of Traffic.

No separate payment will be made for traffic signs, barricades, barrels, flashers, warning lights, traffic person (police or flaggers), etc. and all costs in connection therewith shall be included in the contract lump sum item "Maintenance and Protection of Traffic."

Pay Item
Maintenance and Protection of Traffic

Pay Unit
L.S.

ITEM NO. 2020300A – SLUICE GATE (ADD ALTERNATE)

Description:

The work under this item shall consist of furnishing and installing a stainless-steel Gate and operator in proper operating condition at the location(s) shown and in conformance with these specifications and the plans. This work includes removal and disposition of the existing stop log and stop log frame in the bay where the gate is to be installed, as described herein. Contractor to provide a sluice gate design shop drawing(s) to Engineer for approval prior to manufacturing.

Materials:

The manufacturer shall have experience in the production of substantially similar equipment and shall show evidence of satisfactory operation in at least 50 installations. The manufacturer's shop welds, welding procedures and welders shall be qualified and certified in accordance with the requirement of the latest edition of ASME, Section IX.

The fully assembled gate shall be shop inspected, tested for operation and leakage and adjusted before shipping. There shall be no assembling or adjusting on job sites other than for the lifting mechanism.

Leakage. Sluice gate shall be substantially watertight under the design head conditions. Leakage shall not exceed 0.05 gallon per minute per foot of periphery under the design seating head and 0.1 gallon per minute per foot of periphery for the design unseating head.

Design Head. The sluice gate shall be designed to withstand a design head of 30'.

Seal Performance Test. The gate sealing system should have been tested through a cycle test in an abrasive environment and should show that the leakage requirements are still obtained after 25,000 cycles with a minimum deterioration.

General Design. Gate shall be of the non-rising stem configuration.

Frame. The gate frame shall be constructed of structural members or formed plate welded to form a rigid one-piece frame. The frame shall be of the flange back design suitable for mounting on a concrete wall (CW). The guide slot shall be made of UHMWPE (ultra-high molecular weight polyethylene).

The frame configuration shall be of the bottom surface mounted invert member type and shall allow the replacement of top, side and bottom seals without removing the gate frame from the concrete.

Slide. The slide shall consist of a flat plate reinforced with formed plates or structural members to limit its deflection to 1/720 of the gate's span under the design head.

Guides and Seals. The guides shall be made of UHMWPE (ultra-high molecular weight polyethylene) and shall be of such length as to retain and support at least two thirds (2/3) of the vertical height of the slide in the fully open position.

Side and top seals shall be made of UHMWPE (ultra-high molecular weight polyethylene) of the self-adjusting type. A compression cord shall ensure contact between the UHMWPE guide and the gate in all positions. The sealing system shall maintain efficient sealing in any position of the slide and allow the water to flow only in the opened part of the gate.

The bottom seal shall be made of resilient neoprene bolted into the bottom member of the frame.

OPERATORS AND STEM

Stem and Couplings. The operating stem shall be of stainless steel designed to transmit in compression at least two times the rated output of the operating manual mechanism with a 40 lb (178 N) effort on the crank or handwheel.

The stem shall have a slenderness ratio (L/R) less than 200. The threaded portion of the stem shall have machined cut threads of the Acme type.

Stem Guides. Where necessary, a stem guide(s) to support the upper portion of the stem and square nut operator shall be fabricated from type 304L stainless steel. The guide shall be equipped with an UHMWPE bushing. Guides shall be adjustable and spaced in accordance with the manufacturer's recommendation. The L/R ratio shall not be greater than 200.

Yoke. The gate shall be provided with a yoke made of structural members or formed plates. The maximum deflection of the yoke shall be 1/360 of the gate's span. The yoke shall support the lifting mechanism and upper part of the stem.

Lifting Mechanism. The gate shall be raised and lowered by a gearbox operating mechanism (operator) mounted on the yoke. The operator shall be a fully enclosed cast aluminum or painted ductile iron housing. The manufacturer shall select the gear ratio to ensure that the gate can be operated with no more than a 40 lb. effort when in the closed position with maximum operating head, and have single or double gear reduction for the operating force and lifting capacity required. An arrow with the word "OPEN" shall be permanently attached or cast into the operator to denote the direction of rotation to open the gate. The operator shall include a threaded cast bronze lifting nut to engage the stem threads, with bearings above and below the nut flanges to transmit both opening and closing thrust loads. Internal gearing shall be comprised of hardened steel, with machined teeth for smooth operation. The input operating pinion shaft shall be stainless steel, supported by ball or tapered roller bearings. Mechanical seals shall be provided for the operating nut and pinion shaft to exclude moisture and dirt, and to retain lubricant. The operator pinion shaft is to be configured for a removable cast aluminum hand crank with revolving nylon grip, to be provided with the gate. The operator pinion shaft shall also be configured for a portable electric drill operator (PEO) provided by the gate manufacturer. The pinion shaft length shall be custom configured to coordinate with the PEO as described below.

The PEO shall consist of a heavy-duty electric drill with double pole trigger, reversing switch for full power in forward or reverse directions, and corded for 115VAC single phase power. The PEO shall be provided with a factory set, quick release automatic overload release clutch. The PEO shall be provided with an adjustable aluminum tripod base, suitable for a target height corresponding to a dimension of 4 ft. from centerline of operator pinion shaft to maintenance bridge walking surface. The pinion shaft length shall be suitable to maintain the PEO tripod base legs no less than 2" behind the edge of the maintenance bridge walking surface. The PEO base shall include a mechanism to firmly and positively attach the drill to the base, and to easily disassemble upon completion.

Gate Material

Frame, yoke, stem guides, slide, stem extension	Stainless steel ASTM A-276, ASTM A-240 Type 304L
Side and top seals, stem guide liner	Ultra-high molecular weight polyethylene (UHMWPE) ASTM D-1248
Compression cord	Nitrile ASTM D-2000 M6BG 708, A14, B14, EO14, EO34
Bottom seal	Neoprene ASTM D-2000 Grade 2 BC -510
Threaded stem	Stainless steel ASTM A-276 Type 303MX
Fasteners	ASTM F593 and F594 GR1 for type 304 and GR2 for type 316
Gasket (between frame and wall)	EPDM ASTM 1056
Stem cover	Polycarbonate ASTM A-707
Lift nut	Manganese bronze ASTM B584 Alloy 432

Warranty:

The gate assembly and the drill operator assembly shall be fully warranted for materials and workmanship for a period of one (1) year from the date of project substantial completion, for both parts and labor. The contractor shall engage the manufacturer's representative to affect any necessary repairs during the warranty period at no expense to the Owner.

Construction Methods:

The headgate and bridge structure shall be dewatered as necessary for installation, and maintained in a dewatered state, in coordination with this and other downstream work, as addressed in the relevant special provisions. The existing stop logs and stop log track shall be removed, as indicated on the drawings, taking care not to damage the stop logs, which shall be protected and maintained until turned over to and accepted by the Owner. The Owner may request that some or all of the stop logs removed for new gate installation be installed above existing ones in adjacent bays, at no additional cost.

Existing stop log channel anchorage shall be ground off flush with the concrete surface and any divots cleaned and repaired with non-shrink grout. The sides and bottom of the concrete channel walls within the designated gate bay shall be power washed clean of mud, silt, and any contaminants and maintained clean until installation of the new gate frame is completed. Vertical and horizontal concrete surfaces shall be trimmed or ground as necessary to accommodate the new gate frame. Vertical and horizontal concrete surfaces within the footprint of the gate frame and associated grout bed shall be bush hammered to expose fresh concrete within a neatly struck line outlining the border of the grout bed. Freshly bush hammered concrete surfaces shall be maintained clean until grouting.

The sluice gate shall be installed plumb and square per manufacturer's instructions, these specifications, and the contract plans. All anchorage shall be Type 316 stainless steel, epoxy type, unless otherwise noted

or approved by the gate manufacturer and the Engineer. Anchorage size shall be as per approved shop drawings. Grout for sealing gate frame to concrete surface shall be a non-shrink type, pourable or dry-pack grade, as recommended by the gate manufacturer. Installation methods shall assure full bond to the existing concrete surfaces, without air bubbles or bug holes. Grouted edges shall be chamfered and finished smooth.

The contractor shall engage the manufacturer's representative for inspection of the gate frame prior to grouting, for any other times recommended by the manufacturer, and for commissioning. The commissioning process shall include verification of proper alignment, lubrication, and smooth operation. The manufacturer's Startup/Commissioning Report shall be included in project As-Builts. The manufacturer's representative shall instruct Owner personnel on maintenance procedures, and proper operation of the gate manually with the handle supplied, as well as setup and operation of the electric drill operator. Operating and Instruction Manuals (OIMs) shall have been submitted and approved in advance of Owner personnel training and used as a portion of the instruction materials. The manufacturer's Startup /Commissioning report shall then be added to the OIMs.

Method of Measurement:

Sluice gates will be measured as units, in place and accepted by the Engineers.

Basis of Payment:

This work will be paid for at the contract unit price each for "Sluice Gate," complete in place, which price includes testing all materials, tools, labor, equipment, and work incidental thereto.

<u>Pay Item</u>	<u>Pay Unit</u>
Sluice Gate (Add Alternate)	EA

ITEM NO. 2021000A – LABOR AND EQUIPMENT ALLOWANCE

Description:

Work under this item shall consist of modifications to the riverbed armor under the direction of the Engineer to create the desired water flow characteristics in the channel. Modifications may include but are not limited to the following: boulder relocation; bedrock or riprap excavation; and placement of boulders, riprap or rounded stones.

Materials:

As specified by Engineer.

Construction Methods:

Work under this item shall begin after substantial completion of the following items: Earth Excavation, Rock Excavation, Riverbed Armor, Rock Ramps, bypass channel water control structure (including Sluice Gate items), and walls adjacent to the bypass channel. Water flow shall be provided to the bypass channel under the Engineer’s direction. Modifications shall be made to the channel as directed by the Engineer. Contractor must make arrangements to have machinery available to work in this area prior to stabilization of banks and final landscaping.

All excavation shall be done by mechanical means. No blasting shall occur under this item.

Method of Measurement:

Only work approved by the Engineer will be measured for payment. The work will be measured for payment by the actual number of hours for each person or machine rendering services in accordance with these specifications. Any work by the Contractor for which the Engineer did not authorize and/or approve will not be measured for payment. The minimum hours of payment for each person or machine providing approved services in any one day shall be four hours.

Basis of Payment:

The sum of money shown on the Estimate and in the itemized proposal as “Estimated Cost” for this work will be considered the bid price even though payment will be made as described in Section 1.09.04 of the Standard Specifications for Cost-Plus Work. The estimated cost figure is not to be altered in any manner by the bidder. Should the bidder alter the amount shown, the altered figures will be disregarded, and the original price will be used to determine the total amount for the contract.

Note: The work to construct and remove any temporary access into and/or out of the channel in order to perform the above modification work shall not be measured for payment under this item, but the cost shall be included in the prices bid for other various items.

Pay Item

Labor and Equipment Allowance

Pay Unit

L.S.

State of Connecticut
Department of Transportation

SUPPLEMENTAL SPECIFICATIONS
TO
THE STANDARD SPECIFICATIONS
FOR
ROADS, BRIDGES AND INCIDENTAL CONSTRUCTION

FORM 816

2004

JULY 2010

Note: These supplemental specifications are a part of the Contract Documents but are not included herein. A copy of them is available on the Connecticut Department of Transportation and the Contractor is responsible for obtaining them for his use on this project. Only those applicable sections shall apply.

APPENDICES

APPENDIX A

PRELIMINARY SOIL TESTING

FOR THE STATE PROJECT AT:
TINGUE DAM FISHWAY BY-PASS CHANNEL
SEYMOUR, CT

October 19, 2006

Milone & MacBroom Inc.
99 Realty Drive
Cheshire, CT 06410

Attn: Mr. Matthew Sanford

Please find attached laboratory report(s) for the samples submitted on:
October 04, 2006.

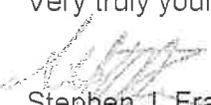
All pertinent information for this analysis is located on the report. Should it be necessary to contact us regarding billing or the test results, please have the following information readily available:

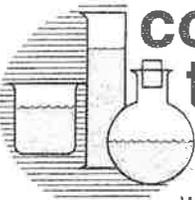
Lab No. : 1006055
PO/Job No. : 1108-30-1
Invoice No. : 144750
Customer No. : 894

RECEIVED
OCT 23 2006
MILONE AND MACBROOM

Please contact us if you have any questions.

Very truly yours,


Stephen J. Franco
Laboratory Director
PH-0547

**connecticut
testing
laboratories inc.**
WATER ■ SOIL ■ AIR

STEPHEN J. FRANCO
Laboratory Director

PHONE 203/634-3731

www.ctl-web.com / ctestlab@erols.com

165 GRACEY AVENUE MERIDEN, CT 06451

Date Samples Received: 10/04/06

Client Name : **Milone & MacBroom**
Report Date : 10/18/06CTL Lab No. : 1006055
PO/ Job No. : 1108-30-1**RESULTS OF ANALYSIS****Soil Gradation ASTM D-422**

Date Analyzed: 10/06/06

Matrix Type :	S	S	S
CTL Sample No.:	17634	17635	17636
Field ID :	TD-1	TD-2	TD-3

	Sieve Size			
Percent by Wt. Passing	No. 4 (4.75 mm)	72.7	70.1	81.7
	No. 10 (2.0 mm)	65.1	59.2	69.8
	No. 40 (0.425mm)	50.1	27.2	44.2
	No. 200 (0.075mm)	7.8	5.7	14.5

Wet Washed Sieve Analysis (Hydrometer) - ASTM D-1140

Date Analyzed: 10/06/06

Matrix Type :	S
CTL Sample No.:	17634
Field ID :	TD-1

	Diameter-mm			
Hydrometer - % Finer	0.0378	2.1		
	0.0239	1.8		
	0.0170	1.6		
	0.0139	1.6		
	0.0099	1.0		
	0.0069	1.1		
	0.0049	1.1		
	0.0035	0.6		
	0.0014	0.4		

MDL= Method Detection Level/BDL= Below Detection Level

Matrix Type: W= Water/Aqueous S= Soil/Solid O= Oil/Hydrocarbon

Connecticut Testing Laboratories, Inc.
165 Gracey Avenue / Meriden, CT 06451
(203) 634-3731 (Fax) 630-1336
Certification CT-PH0547/ MA-CT035

Date Samples Received: 10/04/06

Client Name : **Milone & MacBroom**
Report Date : 10/18/06CTL Lab No. : 1006055
PO/ Job No. : 1108-30-1**RESULTS OF ANALYSIS****Wet Washed Sieve Analysis (Hydrometer) - ASTM D-1140**

Date Analyzed: 10/06/06

Matrix Type : **S**
CTL Sample No.: **17635**
Field ID : **TD-2**

	Diameter-mm			
Hydrometer - % Finer	0.0376	1.3		
	0.0239	1.1		
	0.0169	1.1		
	0.0138	1.1		
	0.0097	0.8		
	0.0069	0.8		
	0.0049	0.6		
	0.0035	0.6		
	0.0014	0.5		

Matrix Type : **S**
CTL Sample No.: **17636**
Field ID : **TD-3**

	Diameter-mm			
Hydrometer - % Finer	0.0365	4.2		
	0.0232	3.8		
	0.0165	3.4		
	0.0136	2.9		
	0.0096	2.5		
	0.0069	2.1		
	0.0048	1.7		
	0.0034	1.3		
	0.0014	0.8		

MDL= Method Detection Level/BDL= Below Detection Level

Matrix Type: W= Water/Aqueous S= Soil/Solid O= Oil/Hydrocarbon

Connecticut Testing Laboratories, Inc.
165 Gracey Avenue / Meriden, CT 06451
(203) 634-3731 (Fax) 630-1336
Certification CT-PH0547/ MA-CT035

Date Samples Received : 10/04/06

Client Name : **Milone & MacBroom**
Report Date : 10/18/06CTL Lab No. : 1006055
PO/ Job No. : 1108-30-1**RESULTS OF ANALYSIS****Mass Analysis EPA 3050B**

Matrix Type :	S	S	S
CTL Sample No.	17634	17635	17636
Field ID :	TD-1	TD-2	TD-3

Parameters	MDL			
Arsenic-mg/kg	1.0	2.0	4.3	7.5
Silver-mg/kg	0.2	BDL	BDL	BDL
Beryllium-mg/kg	0.5	BDL	BDL	BDL
Cadmium-mg/kg	0.5	0.9	BDL	0.7
Chromium, Total-mg/kg	0.5	24.6	40.2	13.2
Copper-mg/kg	0.5	99.6	105	31.3
Lead-mg/kg	0.5	43.6	94.4	25.5
Mercury-mg/kg	0.02	0.06	0.05	0.07
Nickel-mg/kg	0.5	18.5	11.8	13.5
Selenium-mg/kg	0.5	BDL	BDL	BDL
Antimony-mg/kg	10	BDL	BDL	BDL
Thallium-mg/kg	5	BDL	BDL	BDL
Zinc-mg/kg	0.5	130	79.4	70.4
Aluminum-mg/kg	10	5,740	4,630	10,100

EPA Method 8082

Matrix Type :	S	S	S
CTL Sample No.	17634	17635	17636
Field ID :	TD-1	TD-2	TD-3

Parameters	MDL			
PCBs, Total-mg/kg	1	BDL	BDL	BDL

MDL= Method Detection Level BDL= Below Detection Level

Matrix Types: W= Water/Aqueous S= Soil/Solid O= Oil/Hydrocarbon

Connecticut Testing Laboratories, Inc.
165 Gracey Avenue / Meriden, CT 06451
(203) 634-3731 (Fax) 630-1336
Certification CT-PH0547/ MA-CT035

Client Name: Milone & MacBroom	Date Extracted: 10/10/06
CTL Lab No.: 1006055	Date Analyzed: 10/10/06
Job/PO No. 1108-30-1	Analyst: SE, LJ
Report Date : 10/18/06	

EPA METHOD 608 / 8081A

Date Samples Rec'd: 10/04/06

Matrix Type:	S	S	S
CTL Sample #:	17634	17635	17636
Field ID :	TD-1	TD-2	TD-3

Parameters	MDL				
Aldrin	25	BDL	BDL	BDL	
a - BHC	50	BDL	BDL	BDL	
b - BHC	50	BDL	BDL	BDL	
d - BHC	50	BDL	BDL	BDL	
Lindane	20	BDL	BDL	BDL	
Chlordane	50	BDL	BDL	BDL	
4,4' - DDD	50	BDL	51	BDL	
4,4' - DDE	50	BDL	BDL	BDL	
4,4' - DDT	50	BDL	260	BDL	
Dieldrin	5	BDL	BDL	BDL	
Endosulfan I	100	BDL	BDL	BDL	
Endosulfan II	100	BDL	BDL	BDL	
Endosulfan Sulfate	100	BDL	BDL	BDL	
Endrin	50	BDL	BDL	BDL	
Endrin Aldehyde	50	BDL	BDL	BDL	
Heptachlor	10	BDL	BDL	BDL	
Heptachlor Epoxide	20	BDL	BDL	BDL	
Methoxychlor	50	591	BDL	BDL	
Toxaphene	500	BDL	BDL	BDL	

MDL= Method Detection Level **BDL** = Below Detection Level **Units** = ug/kg

Matrix Types: W = Water/Aqueous S= Soil/Solid O= Oil/Hydrocarbon

Client Name: Milone & MacBroom	Date Extracted: 10/16/06
CTL Lab No.: 1006055	Date Analyzed: 10/17/06
Job/PO No. 1108-30-1	Analyst: LJ
Report Date : 10/18/06	

HERBICIDES BY EPA METHOD 8151A

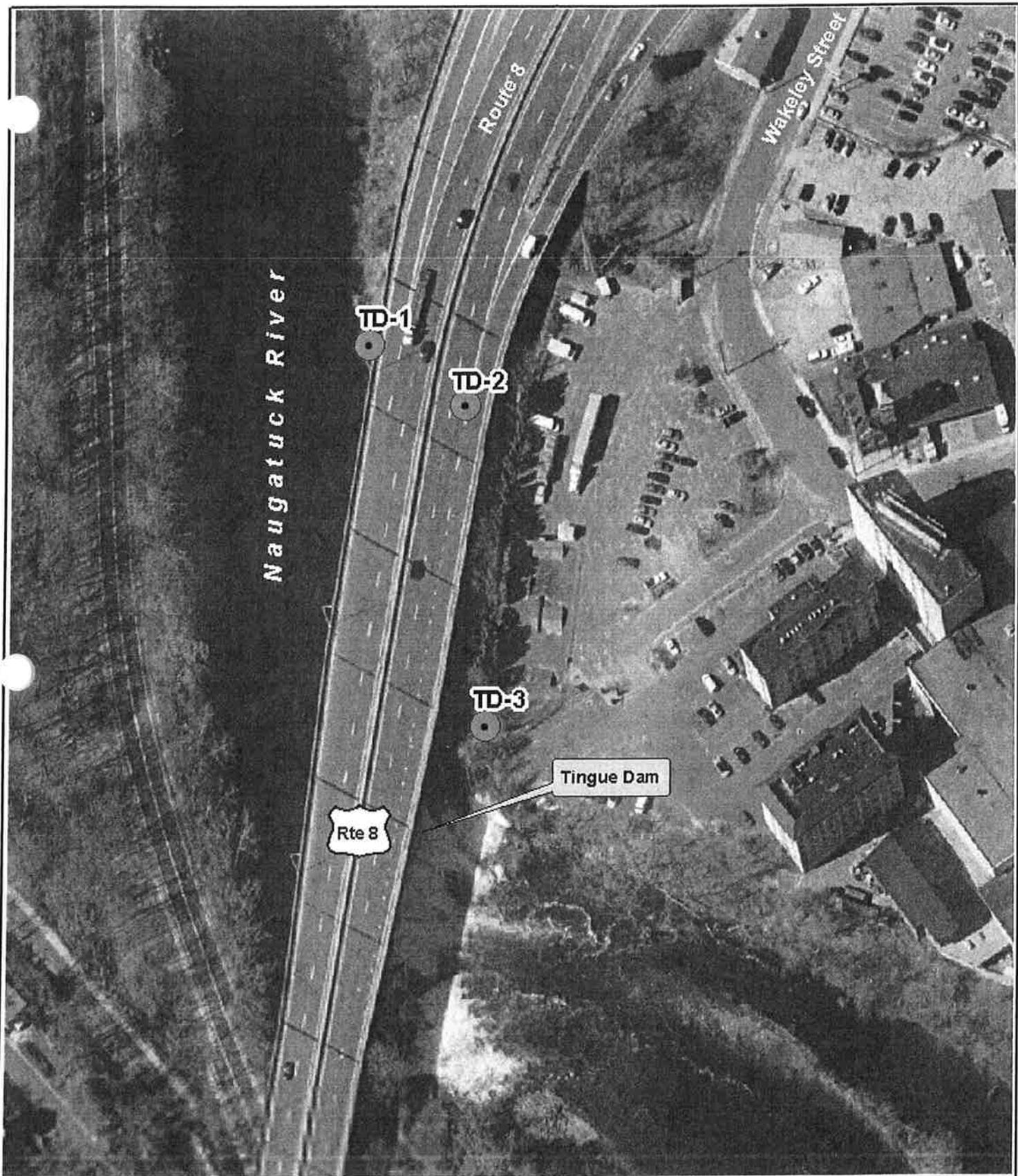
Date Samples Rec'd: 10/04/06

Matrix Type:	S	S	S
CTL Sample #:	17634	17635	17636
Field ID :	TD-1	TD-2	TD-3

Parameters	MDL				
2,4-D	50	BDL	BDL	BDL	
2,4-DB	50	BDL	BDL	BDL	
2,4,5-T	50	BDL	BDL	BDL	
2,4,5-TP	50	BDL	BDL	BDL	
Dalapon	50	BDL	BDL	BDL	
Dicamba	50	BDL	BDL	BDL	
Dichloroprop	50	BDL	BDL	BDL	
Dinoseb	50	BDL	BDL	BDL	
MCPP	2000	BDL	BDL	BDL	
MCPA	2000	BDL	BDL	BDL	

MDL= Method Detection Level / **BDL=** Below Detection Level / **Units=** ug/kg

Matrix Types : W= Water/Aqueous S= Soil/Solid O= Oil / Hydrocarbon




 Engineering,
 Architecture,
 and Environmental Science
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 www.miloneandmacbroom.com

**Tingue Dam Fishway
 By-Pass Channel Project**

MMI#: 1108-30-1
 MXD: H:Figure_1.mxd
 SOURCE: DEP Bulletin No.40

2006 Soil Sampling
 Locations

LOCATION:
 Seymour, CT

DATE:
 November 2006

SCALE:
 1:1,200

SHEET:
 Figure 1

APPENDIX B

LIMITED SUBSURFACE INVESTIGATION REPORT

FOR THE STATE PROJECT AT:
TINGUE DAM FISHWAY BY-PASS CHANNEL
SEYMOUR, CT

**Limited Subsurface Investigation Report
For the State Project at:**

**Tingue Dam Fishway By-Pass Channel
Seymour, CT**

December 08, 2009



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DEP Tingue Dam Fishway Project
Seymour, Connecticut

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Executive Summary

In December 2008 and February 2009, the Site Assessment and Support (SAS) Unit of the Connecticut DEP, performed a limited subsurface investigation of surficial soils in Seymour, CT. Sampling was done for the proposed *Tingue Dam Fishway By-Pass Channel* Project located along the Naugatuck River. Soil samples were obtained from areas located within the proposed bypass channel, starting under Route 8 between support piers 8E and 9E, and traversing southward through the rear of a DOT commuter parking lot. The soil, which is proposed to be excavated out of the fishway channel, was analyzed for a wide range of chemical properties in order to assess future disposal and reuse options.

The DEP findings show the excavated soil has few limitations on where disposal could take place. The groundwater classification is GB and the area is served by city water.

Background

The initial plans for this DEP project, Tingue Dam By-Pass Channel, started in the 1990's. At present, a manmade dam prevents fish from migrating upstream past this point. On December 8, 2006 Milone & MacBroom issued the *Soil Sampling Report* (Attachment 1) which characterized the existing soils in the proposed channel for grain size, metals, volatiles, semi-volatiles, PCB's and pesticides. From the three borings done in this study, a request was made by the DEP's Bureau of Water Protection Land Reuse for more extensive soil sampling within the channel by the Site Assessment and Support Unit.

Physical Setting

- Land use: The area is urban land located along the Naugatuck River near municipal, commercial and apartment buildings (Figure 1).
- Underground utilities: Comcast, Town of Seymour WPCA, SBC CL&P, DOT, Aquarian Water, and Yankee Gas.
- Topography: The site is located within the Naugatuck River valley and is mainly flat.
- Geology: Grey coarse-grained schist outcrops on the southern portion of the site near the Tingue Dam. Surficial materials are mapped as sand and gravel.
- Hydrology: Groundwater quality classification is "GB". Surface water classification is C/B.

Limited Subsurface Investigation Report
DEP/SAS Unit
Tingue Dam Fishway By-Pass Channel
Seymour, Connecticut

Methods

To determine the locations for the soil samples, information was extracted from the Milone & MacBroom report for the initial phase of the investigation:

1. The "existing site conditions & removals" blueprint (EX) was used to identify landmarks and restrictions where the project was located.
2. The layout & landscaping blueprint (LA) was used to overlay the proposed fishway channel on the EX print.
3. A third print (DEP Borings) was generated by the DEP for staking the center of the channel and boring locations at the site.
4. The boring logs were reviewed to look determine where bedrock refusal could be expected.

The boring locations were measured approximately 50' apart, when possible, starting from the upstream side of the channel. There were restrictions for maneuvering the Geoprobe® soil boring truck at three locations on the site:

1. The south side (downstream) of the site is steeply sloped at the river bank and is filled in with approximately 25' of rip rap and other backfill material.
2. A large subsurface concrete culvert system, just north of the sloped rip rap, traverses across the proposed channel.
3. A skate park located within the center of the site had immovable ramps within the fenced area.

DEP/SAS Unit personnel notified Call Before You Dig (CBYD), so the public utilities were subsequently marked out before work began. SAS Unit staff operated the Geoprobe™ soil boring machine, to take soil cores from specific onsite locations in order to collect soil samples. The sampling locations were determined by several factors included in the SAS Unit's Conceptual Site Model (CSM), which entailed the proposed location of the fishway by-Pass channel, known obstructions, and subsurface utility locations.

In total, thirteen soil core locations were utilized to characterize the site. Continuous soil cores were collected using Geoprobe Macro-core™ and Dual-tube™ methods. The cores were advanced to refusal depth or the bottom of the proposed by-pass channel, whichever was shallower.

Methods (continued)

A 3/4" Geoprobe well was installed, where possible, to mark the boring location and to see if groundwater was present above the bedrock. These boring logs are attached as Appendix 1. Soil was screened for volatile and metal contamination using the DEP's onsite Mobile Lab. Soil samples were collected into properly labeled 8 oz. sample jars and 40ml vials preserved with methanol and sodium bisulfate. All samples were placed into an ice filled cooler then transported to the DEP's Mobile Lab, and to Phoenix Environmental laboratories, where they were analyzed for metals, chlorinated herbicides, PCB's, pesticides, extractable total petroleum hydrocarbons (ETPH), volatile organic compounds (VOCs), and semi-volatile substances.

The boring locations were surveyed using a rod and level so that they could be plotted onto a Milone & MacBroom blueprint (See Map/blueprint titled- DEP Borings). The benchmark was established and tied into a DOT survey monument located along the back fence of the parking lot, with a measured elevation of 82.39'.

Results

Environmental Pollution

General trends were seen in the total metals analysis for the soils collected in the cores. High levels of aluminum, ranging from 4,000 – 18,000 parts per million (ppm) were noticed where Aluminum was analyzed. There is no standard for Aluminum per the Remediation Standard Regulations (RSRs). The sample results from borehole locations GP1, GP2, GP3, GP5, GP7, GP8, GP9, and GP11 had various chemical constituents (mostly semi volatiles) with concentrations above the remediation standard regulations (RSRs) direct exposure criteria (DEC). Except for trace amount of toluene (< 1 PPM) in a few borings, no volatiles were detected. The results are summarized in (Tables 1 – 14) titled *2009 Soil Test Results Summary*. Please note, in the tables, that the DEP lab results were distinguished from the Phoenix results by labeling the DEP result with an asterisk * at the top of each column.

Boring Refusal

Several inconsistencies were noticed when comparing the depth to refusal (bedrock) encountered in the borings. Generally, borings by General Borings® (GB- #) or Welti Drilling® (WB- #) encountered refusal at a deeper depth than the DEP borings. However, at DEP boring, GP- 5, refusal was encountered at 17', where, previous data had bedrock noted at an 8' depth. These differences in depth are compared in Table 15 - Boring Log Comparison.

Data Quality Assessment & Usability Summary

The lab data was reviewed during the investigation and discussed with DEP staff from the Remediation Division. The following information and issues was discussed:

1. The analytical methods used by the DEP Mobile Lab are a non-certified method and results were used as screening for submission of samples to Phoenix Laboratories. Those results (DEP) should be used for informational purposes only. The methods do follow a lab specific QA/QC program, but does not conform to the DEP Reasonable Confidence Protocols (RCP). There were no conformance issues found with these samples.
2. Phoenix Labs does follow the CT DEP RCPs for its analytical methods. The lab does follow the quality control procedures outlined for EPA methods SW 8260, SW 8270, SW 8082, SW 3050, SW 8151, SW 6010 and Connecticut method M8100CT. The RCP Certification Report performed by Phoenix for each submission of samples did note several compounds out of the initial or the continuing calibration: 4-Chloroaniline, Hexachlorocyclopentadiene, 3-Nitroaniline, 2,4 dinitrophenol, 4,6 dinitro-2-methylphenol, Carbazole, 2,4,6-Trichlorophenol, N-Nitrosodiphenylamine, Pentachlorophenol, Di-n-octylphthalate among others. None of these substances are believed to be compounds of concern. Please see the original lab reports for a complete list. A review of the lab results from Phoenix Laboratory by DEP staff showed that certain chemical compounds had minimum detection limits set higher than the DEP's Direct Exposure Criteria (DEC) action levels for these compounds. Specifically, minimum detection levels which exceeded the residential or commercial DEC were noted at certain locations for the following compounds: Beryllium, Thallium, Arsenic, Benzo (a) anthracene, Benzo (b) flouranthene, Benzo (c) pyrene and Indeno (1,2,3-cd) pyrene. Despite these non conformances, the results were deemed usable.

Conclusions

Compounds exceeding DEC were found at various subsurface depths at GP1, GP2, GP3, GP5, GP7, GP8, GP9, and GP11 containing ETPH, lead, arsenic, benzo (a) anthracene, benzo (b) flouranthene, benzo (a) pyrene, benzo (k) flouranthene, and indeno (1,2,3,-cd) pyrene (Appendix B).

An abandoned trailer under Route 8 contains old paint cans, which may be related to former work done on the bridge. This material needs to be properly disposed.

Limited Subsurface Investigation Report
DEP/SAS Unit
Tingue Dam Fishway By-Pass Channel
Seymour, Connecticut

Limitations and Recommendations

Very limited soil data were collected in the areas of GP-1 and GP-2, located south of the skate park, (from the proposed southern channel outlet to 100' north). This area was once the location of a building owned by *New Haven Copper*, which was razed to make room for the parking lot. This area was also backfilled with rip rap to build up the east bank of Naugatuck River. Immediately north of the backfill are two concrete culverts which discharge to the Naugatuck River. Because the backfill is composed of basaltic rip rap and dense backfill, further test pits are recommended to characterize this area.

Figures



Figure 1

Tingué Dam Fishway By-Pass Channel Project

Seymour, CT

Tables

**Tingue Dam Fishway By-Pass Channel Project
2009 Soil Test Results Summary Table 1**

Parameter	Direct Exposure Criteria		GP-1 (2.5-4')	GP-1 (5-6')	GP-2 (2.5-4')	GP-2 (6.5-8')
	Residential	Industrial	DEC	DEC	DEC	DEC
Metals						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Aluminium	NE	NE	9470	7430	10200	10200
Antimony	27	8200	< 35	<36	< 38	< 42
Arsenic	10	10	7.5	7.2	< 7.5	< 8.4
Beryllium	2	2	< 2.8	< 2.8	< 3	< 3.3
Cadmium	34	1000	< 3.5	< 3.6	< 3.8	< 4.2
Chromium (Total)	NE	NE	15.8	13.1	17.5	173
Copper	2500	76000	55.6	51.5	24.4	1120
Lead	500	1000	47.9	57	48.5	568
Mercury	20	610	0.13	0.15	0.1	0.32
Nickel	1400	7500	14.7	10.6	13.5	41
Selenium	340	10000	< 17	< 18	< 19	< 21
Silver	340	10000	< 3.5	< 3.6	< 3.8	< 4.2
Thallium	5.4	160	< 35	< 36	< 38	42
Zinc	20000	610000	109	< 90.3	91.8	729
Pesticides and PCBs						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
4, 4 - DDD	2.6	24	ND < 0.034	ND < 0.033	ND < 0.035	ND < 0.038
4,4 - DDT	1.8	17	ND < 0.034	0.048	ND < 0.035	ND < 0.038
Methoxychlor	340	10000	ND < 0.17	ND < 0.16	ND < 0.17	ND < 0.19
Semi-volatile Substances						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Acenaphthylene	1000	2500	ND < 0.70	ND < 3.4	ND < 0.36	ND < 0.80
Anthracene	1000	2500	ND < 0.70	ND < 3.4	ND < 0.36	ND < 0.80
Benz(a) anthracene	1	7.8	ND < 0.70	ND < 3.4	ND < 0.36	ND < 0.80
Benzo (b) flouranthene	1	7.8	ND < 0.70	ND < 3.4	ND < 0.36	ND < 0.80
Benzo (a) pyrene	1	1	ND < 0.70	ND < 3.4	ND < 0.36	ND < 0.80
Benzo (ghi) perylene	1000	2500	ND < 0.70	ND < 3.4	ND < 0.36	ND < 0.80
Chrysene	84	780	ND < 0.70	ND < 3.4	ND < 0.36	ND < 0.80
Flouranthene	1000	2500	ND < 0.70	ND < 3.4	ND < 0.36	ND < 0.80
Indeno (1,2,3-cd) pyrene	1	7.8	ND < 0.70	ND < 3.4	ND < 0.36	ND < 0.80
Phenanthrene	1000	2500	ND < 0.70	ND < 3.4	ND < 0.36	ND < 0.80
Pyrene	1000	2500	ND < 0.70	ND < 3.4	ND < 0.36	ND < 0.80
Volatile Substances						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Bromofluoroene	NE	NE	NT	NT	NT	NT
Dibromoflouromethane	NE	NE	NT	NT	NT	NT
Toluene	500	1000	NT	NT	NT	NT
Extractable Total Petroleum Hydrocarbons (ETPH)						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
ETPH	500	2500	720	1000	ND < 11	1000

Notes:

NE = Criteria has not been established, NT = Not Tested

ND = Non Detect

DEC = Direct Exposure Criteria



Exceedance of Residential DEC

Exceedance of Industrial DEC

**Tingue Dam Fishway By-Pass Channel Project
2009 Soil Test Results Summary Table 2**

Parameter	Direct Exposure Criteria		GP-2 (10-12')	GP-3 (1.5-3')	GP-4 (2.5-4')	GP-4 (5.5-7')
	Residential	Industrial	DEC	DEC	DEC	DEC
Metals						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Aluminium	NE	NE	5270	8380	8780	9030
Antimony	27	8200	< 41	< 39	< 38	< 37
Arsenic	10	10	< 8.3	< 7.8	< 7.6	< 7.5
Beryllium	2	2	< 3.3	< 3.1	< 3.0	< 3
Cadmium	34	1000	< 4.1	< 3.9	< 3.8	< 3.7
Chromium (Total)	NE	NE	9.6	23.4	36.6	14.5
Copper	2500	76000	109	89.7	306	18.2
Lead	500	1000	< 4.1	183	283	< 3.7
Mercury	20	610	< 0.08	0.23	0.51	< .08
Nickel	1400	7500	19.1	12.7	30.1	15.4
Selenium	340	10000	< 21	< 20	< 19	< 19
Silver	340	10000	< 4.1	< 3.9	< 3.8	< 3.7
Thallium	5.4	160	< 41	< 39	< 38	< 37
Zinc	20000	610000	167	128	553	57.5
Pesticides and PCBs						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
4, 4 - DDD	2.6	24	ND < 0.038	ND < 0.035	ND < 0.037	ND < 0.034
4,4 - DDT	1.8	17	ND < 0.038	ND < 0.035	ND < 0.037	ND < 0.034
Methoxychlor	340	10000	ND < 0.19	ND < 0.18	ND < 0.18	ND < 0.17
Semivolatile Substances						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Acenaphthylene	1000	2500	ND < 0.39	ND < 0.37	ND < 0.39	ND < 0.34
Anthracene	1000	2500	ND < 0.39	ND < 0.37	ND < 0.39	ND < 0.34
Benz(a) anthracene	1	7.8	ND < 0.39	ND < 0.37	0.56	ND < 0.34
Benzo (b) flouranthene	1	7.8	ND < 0.39	0.51	0.97	ND < 0.34
Benzo (a) pyrene	1	1	ND < 0.39	0.41	0.65	ND < 0.34
Benzo (ghi) perylene	1000	2500	ND < 0.39	ND < 0.37	0.48	ND < 0.34
Chrysene	84	780	ND < 0.39	ND < 0.37	0.78	ND < 0.34
Flouranthene	1000	2500	ND < 0.39	0.64	1.3	ND < 0.34
Indeno (1,2,3-cd) pyrene	1	7.8	ND < 0.39	ND < 0.37	0.43	ND < 0.34
Phenanthrene	1000	2500	ND < 0.39	ND < 0.37	0.85	ND < 0.34
Diethyl phthalate	1000	1000	ND < 0.39	0.86	ND < 0.39	ND < 0.34
Pyrene	1000	2500	ND < 0.39	0.58	1.2	ND < 0.34
Volatile Substances						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Bromofluoroenezene	NE	NE	NT	NT	NT	NT
Dibromoflouromethane	NE	NE	NT	NT	NT	NT
Toluene	500	1000	NT	NT	NT	NT
Extractable Total Petroleum Hydrocarbons (ETPH)						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
ETPH	500	2500	ND < 12	ND < 11	83	ND < 10

Notes:

NE = Criteria has not been established, NT = Not Tested

ND = Non Detect

DEC = Direct Exposure Criteria



Exceedance of Residential DEC

Exceedance of Industrial DEC

Tingue Dam Fishway By-Pass Channel Project
2009 Soil Test Results Summary Table 3

Parameter	Direct Exposure Criteria		GP-5 (2.5-3.5')	GP-5 (5-6.5')	GP-5 (11-12')	GP-5 (13.5-15')
	Residential	Industrial	DEC	DEC	DEC	DEC
Metals						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Aluminium	NE	NE	6270	5520	9390	16000
Antimony	27	8200	< 38	< 36	< 40	< 40
Arsenic	10	10	< 7.5	< 7.2	< 7.9	< 7.9
Beryllium	2	2	< 3.0	< 2.9	< 3.2	< 3.2
Cadmium	34	1000	< 3.8	< 3.6	< 4.0	< 4.0
Chromium (Total)	NE	NE	23.8	9.3	14.5	22.2
Copper	2500	76000	135	6.5	14.4	23.1
Lead	500	1000	141	< 3.6	< 4.0	4.4
Mercury	20	610	0.27	< 0.08	< 0.09	< 0.09
Nickel	1400	7500	10.7	7.8	11.2	18.2
Selenium	340	10000	< 19	< 18	< 20	< 20
Silver	340	10000	< 3.8	< 3.6	< 4.0	< 4.0
Thallium	5.4	160	< 3.8	< 36	< 40	< 40
Zinc	20000	610000	170	24.2	34.5	57
Pesticides and PCBs						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
4, 4 - DDD	2.6	24	ND < 0.034	ND < 0.032	ND < 0.038	ND < 0.041
4,4 - DDT	1.8	17	ND < 0.034	ND < 0.032	ND < 0.38	ND < 0.041
Methoxychlor	340	10000	ND < 0.17	ND < 0.16	ND < 0.19	ND < 0.21
Semivolatile Substances						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Acenaphthylene	1000	2500	ND < 0.36	ND < 0.34	ND < 0.39	ND < 0.43
Anthracene	1000	2500	ND < 0.36	ND < 0.34	ND < 0.39	ND < 0.43
Benz(a) anthracene	1	7.8	ND < 0.36	ND < 0.34	ND < 0.39	ND < 0.43
Benzo (b) flouranthene	1	7.8	ND < 0.36	ND < 0.34	ND < 0.39	ND < 0.43
Benzo (a) pyrene	1	1	ND < 0.36	ND < 0.34	ND < 0.39	ND < 0.43
Benzo (ghi) perylene	1000	2500	ND < 0.36	ND < 0.34	ND < 0.39	ND < 0.43
Chrysene	84	780	ND < 0.36	ND < 0.34	ND < 0.39	ND < 0.43
Flouranthene	1000	2500	ND < 0.36	ND < 0.34	ND < 0.39	ND < 0.43
Indeno (1,2,3-cd) pyrene	1	7.8	ND < 0.36	ND < 0.34	ND < 0.39	ND < 0.43
Phenanthrene	1000	2500	ND < 0.36	ND < 0.34	ND < 0.39	ND < 0.43
Pyrene	1000	2500	ND < 0.36	ND < 0.34	ND < 0.39	ND < 0.43
Volatile Substances						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Bromofluoroenzene	NE	NE	NT	NT	NT	NT
Dibromoflouromethane	NE	NE	NT	NT	NT	NT
Toluene	500	1000	NT	NT	NT	NT
Extractable Total Petroleum Hydrocarbons (ETPH)						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
ETPH	500	2500	60	ND < 10	ND < 12	ND < 13

Notes:

NE = Criteria has not been established, NT = Not Tested

ND = Non Detect

DEC = Direct Exposure Criteria



Exceedance of Residential DEC

Exceedance of Industrial DEC

**Tingue Dam Fishway By-Pass Channel Project
2009 Soil Test Results Summary Table 4**

Parameter	Direct Exposure Criteria		GP-5 (16-17')	GP-5 (17')	GP-7(3.5-5')	GP-7 (18-19')
	Residential	Industrial	DEC	DEC	DEC	DEC
Metals						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Aluminium	NE	NE	3720	NT	6720	7510
Antimony	27	8200	< 40	NT	< 39	< 44
Arsenic	10	10	11.5	NT	< 7.8	< 8.8
Beryllium	2	2	< 3.2	NT	< 3.1	< 3.5
Cadmium	34	1000	< 4.0	NT	< 3.9	< 4.4
Chromium (Total)	NE	NE	5.1	NT	35.5	11.6
Copper	2500	76000	11.1	NT	135	12.5
Lead	500	1000	< 4.0	NT	100	< 4.4
Mercury	20	610	< 0.08	NT	0.16	< 0.09
Nickel	1400	7500	7	NT	13.3	8.6
Selenium	340	10000	< 20	NT	< 19	< 22
Silver	340	10000	< 4.0	NT	< 3.9	< 4.4
Thallium	5.4	160	< 40	NT	< 39	< 44
Zinc	20000	610000	12.1	NT	135	25.2
Pesticides and PCBs						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
4, 4 - DDD	2.6	24	ND < 0.037	NT	ND < 0.035	ND < 0.04
4,4 - DDT	1.8	17	ND < 0.037	NT	ND < 0.035	ND < 0.04
Methoxychlor	340	10000	ND < 0.18	NT	ND < 0.17	ND < 0.20
Semivolatile Substances						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Acenaphthylene	1000	2500	ND < 0.38	NT	ND < 0.36	ND < 0.42
Anthracene	1000	2500	ND < 0.38	NT	ND < 0.36	ND < 0.42
Benz(a) anthracene	1	7.8	ND < 0.38	NT	0.78	ND < 0.42
Benzo (b) flouranthene	1	7.8	ND < 0.38	NT	1	ND < 0.42
Benzo (a) pyrene	1	1	ND < 0.38	NT	0.73	ND < 0.42
Benzo (ghi) perylene	1000	2500	ND < 0.38	NT	ND < 0.36	ND < 0.42
Benzo (k) flouranthene	8.4	78	ND < 0.38	NT	0.38	ND < 0.42
Chrysene	84	780	ND < 0.38	NT	0.76	ND < 0.42
Flouranthene	1000	2500	ND < 0.38	NT	1.1	ND < 0.42
Indeno (1,2,3-cd) pyrene	1	7.8	ND < 0.38	NT	ND < 0.36	ND < 0.42
Phenanthrene	1000	2500	ND < 0.38	NT	0.83	ND < 0.42
Pyrene	1000	2500	ND < 0.38	NT	0.95	ND < 0.42
Volatile Substances						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Bromofluoroenzene	NE	NE	NT	NT	NT	NT
Dibromoflouromethane	NE	NE	NT	NT	NT	NT
Toluene	500	1000	NT	ND < 0.0032	NT	NT
Extractable Total Petroleum Hydrocarbons (ETPH)						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
ETPH	500	2500	ND < 11	NT	ND < 11	ND < 13

Notes:

NE = Criteria has not been established, NT = Not Tested

ND = Non Detect

DEC = Direct Exposure Criteria



Exceedance of Residential DEC

Exceedance of Industrial DEC

**Tingue Dam Fishway By-Pass Channel Project
2009 Soil Test Results Summary Table 5**

Parameter	Direct Exposure Criteria		GP-7 (18-19)	GP-9 (0-2')	GP-9 (8-9')	GP-9 (13')
	Residential	Industrial	DEC	DEC	DEC	DEC
Metals						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Aluminium	NE	NE	NT	9120	3990	NT
Antimony	27	8200	NT	< 43	< 43	NT
Arsenic	10	10	NT	< 8.6	< 8.6	NT
Beryllium	2	2	NT	< 3.4	< 3.4	NT
Cadmium	34	1000	NT	< 4.3	< 4.3	NT
Chromium (Total)	NE	NE	NT	510	66.8	NT
Copper	2500	76000	NT	939	298	NT
Lead	500	1000	NT	276	59.7	NT
Mercury	20	610	NT	0.13	< 0.09	NT
Nickel	1400	7500	NT	42.1	12.3	NT
Selenium	340	10000	NT	< 21	< 21	NT
Silver	340	10000	NT	5.4	< 4.3	NT
Thallium	5.4	160	NT	< 43	< 43	NT
Zinc	20000	610000	NT	373	183	NT
Pesticides and PCBs						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
4, 4 - DDD	2.6	24	NT	ND < 0.078	0.044	NT
4,4 - DDT	1.8	17	NT	ND < 0.078	0.088	NT
Methoxychlor	340	10000	NT	ND < 0.39	ND < 0.20	NT
Semivolatile Substances						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Acenaphthylene	1000	2500	NT	ND < 20	ND < 0.40	NT
Anthracene	1000	2500	NT	20	0.76	NT
Benz(a) anthracene	1	7.8	NT	73	1.7	NT
Benzo (b) flouranthene	1	7.8	NT	76	1.7	NT
Benzo (a) pyrene	1	1	NT	63	1.5	NT
Benzo (ghi) perylene	1000	2500	NT	25	0.78	NT
Benzo (k) fluoranthene	8.4	78	NT	29	0.65	NT
Chrysene	84	780	NT	68	1.7	NT
Flouranthene	1000	2500	NT	120	3.6	NT
N-Nitrosodiphenylamine	130	1200	NT	ND < 20	0.76	NT
Indeno (1,2,3-cd) pyrene	1	7.8	NT	24	7.4	NT
Phenanthrene	1000	2500	NT	82	2.1	NT
Pyrene	1000	2500	NT	110	3.1	NT
Volatile Substances						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Bromofluoroenezene	NE	NE	NT	NT	NT	NT
Dibromoflouromethane	NE	NE	NT	NT	NT	NT
Toluene	500	1000	ND < 0.0067	NT	NT	ND < 0.0062
Extractable Total Petroleum Hydrocarbons (ETPH)						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
ETPH	500	2500	ND < 13	2100	140	NT

Notes:

NE = Criteria has not been established, NT = Not Tested

ND = Non Detect

DEC = Direct Exposure Criteria



Exceedance of Residential DEC

Exceedance of Industrial DEC

**Tingue Dam Fishway By-Pass Channel Project
2009 Soil Test Results Summary Table 6**

Parameter	Direct Exposure Criteria		GP-10 (1')	GP-10 (2')	GP-10 (10')	GP-11 (5.5-6')
	Residential	Industrial	DEC	DEC	DEC	DEC
Metals						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Aluminium	NE	NE	NT	6860	7670	5870
Antimony	27	8200	NT	< 3.2	< 3.6	< 3.8
Arsenic	10	10	NT	NT	NT	NT
Beryllium	2	2	NT	0.38	< 0.29	0.31
Cadmium	34	1000	NT	< 0.32	< 0.36	0.52
Chromium (Total)	NE	NE	NT	8.93	10.7	16.6
Copper	2500	76000	NT	42.4	25.3	135
Lead	500	1000	NT	8.84	5.47	123
Mercury	20	610	NT	< 0.08	< 0.08	0.36
Nickel	1400	7500	NT	11.6	10.3	12.1
Selenium	340	10000	NT	< 1.6	< 1.8	< 1.9
Silver	340	10000	NT	< 0.32	< 0.36	< 0.38
Thallium	5.4	160	NT	< 3.2	< 3.6	< 3.8
Zinc	20000	610000	NT	37.5	34.6	126
Pesticides and PCBs						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
4, 4 - DDD	2.6	24	NT	ND < 0.033	ND < 0.033	ND < 0.033
4,4 - DDT	1.8	17	NT	ND < 0.033	ND < 0.033	ND < 0.033
Methoxychlor	340	10000	NT	ND < 0.17	ND < 0.16	ND < 0.17
Semivolatile Substances						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Acenaphthylene	1000	2500	NT	ND < 0.34	ND < 0.34	ND < 0.69
Anthracene	1000	2500	NT	ND < 0.34	ND < 0.34	ND < 0.69
Benz(a) anthracene	1	7.8	NT	ND < 0.34	ND < 0.34	0.95
Benzo (b) flouranthene	1	7.8	NT	ND < 0.34	ND < 0.34	1.3
Benzo (a) pyrene	1	1	NT	ND < 0.34	ND < 0.34	0.92
Benzo (ghi) perylene	1000	2500	NT	ND < 0.34	ND < 0.34	ND < 0.69
Chrysene	84	780	NT	ND < 0.34	ND < 0.34	0.96
Flouranthene	1000	2500	NT	ND < 0.34	ND < 0.34	1.6
Indeno (1,2,3-cd) pyrene	1	7.8	NT	ND < 0.34	ND < 0.34	ND < 0.69
Phenanthrene	1000	2500	NT	ND < 0.34	ND < 0.34	ND < 0.69
Pyrene	1000	2500	NT	ND < 0.34	ND < 0.34	1.4
Volatile Substances						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Bromofluoroenzene	NE	NE	NT	NT	NT	NT
Dibromoflouromethane	NE	NE	NT	NT	NT	NT
Toluene	500	1000	ND < 0.26	NT	NT	NT
Extractable Total Petroleum Hydrocarbons (ETPH)						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
ETPH	500	2500	NT	ND < 10	ND < 10	ND < 21

Notes:

NE = Criteria has not been established, NT = Not Tested

ND = Non Detect

DEC = Direct Exposure Criteria



Exceedance of Residential DEC

Exceedance of Industrial DEC

**Tingue Dam Fishway By-Pass Channel Project
2009 Soil Test Results Summary Table 7**

Parameter	Direct Exposure Criteria		GP-12 (4-5')	GP-6 (1.5-2')	GP-6 (9')	GP-1C (3')
	Residential	Industrial	DEC	DEC	DEC	DEC
(Metals)						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Aluminium	NE	NE	9100	6280	6130	12000
Antimony	27	8200	< 4.0	< 3.8	< 3.3	< 4.0
Arsenic	10	10	NT	5.6	2.8	5
Beryllium	2	2	0.42	0.35	< 0.27	0.55
Cadmium	34	1000	0.53	0.52	< 0.33	0.84
Chromium (Total)	NE	NE	13.8	15.2	17.6	33.8
Copper	2500	76000	49.2	104	58.6	146
Lead	500	1000	137	251	96.7	115
Mercury	20	610	1.2	0.24	0.15	1.08
Nickel	1400	7500	11.1	12.4	10.8	20.4
Selenium	340	10000	< 2.0	< 1.9	< 1.7	< 2.0
Silver	340	10000	< 0.4	< 0.38	1.52	< 0.40
Thallium	5.4	160	< 4.0	< 3.8	< 3.3	< 4.0
Zinc	20000	610000	148	241	116	208
Pesticides and PCBs						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
4, 4 - DDD	2.6	24	ND < 0.036	ND < 0.035	ND < 0.033	ND < 0.037
4,4 - DDT	1.8	17	ND < 0.036	ND < 0.035	ND < 0.033	0.3
Methoxychlor	340	10000	ND < 0.18	ND < 0.18	ND < 0.17	ND < 0.18
Semivolatile Substances						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Acenaphthylene	1000	2500	ND < 0.38	ND < 0.37	ND < 0.35	ND < 0.38
Anthracene	1000	2500	ND < 0.38	ND < 0.37	ND < 0.35	ND < 0.38
Benz(a) anthracene	1	7.8	ND < 0.38	ND < 0.37	ND < 0.35	ND < 0.38
Benzo (b) flouranthene	1	7.8	ND < 0.38	ND < 0.37	ND < 0.35	ND < 0.38
Benzo (a) pyrene	1	1	ND < 0.38	ND < 0.37	ND < 0.35	ND < 0.38
Benzo (ghi) perylene	1000	2500	ND < 0.38	ND < 0.37	ND < 0.35	0.46
Chrysene	84	780	ND < 0.38	ND < 0.37	ND < 0.35	ND < 0.38
Flouranthene	1000	2500	0.44	ND < 0.37	ND < 0.35	ND < 0.38
Indeno (1,2,3-cd) pyrene	1	7.8	ND < 0.38	ND < 0.37	ND < 0.35	ND < 0.38
Phenanthrene	1000	2500	ND < 0.38	ND < 0.37	ND < 0.35	ND < 0.38
Pyrene	1000	2500	0.38	ND < 0.37	ND < 0.35	ND < 0.38
Volatile Substances						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Bromofluoroenzene	NE	NE	NT	NT	NT	NT
Dibromoflouromethane	NE	NE	NT	NT	NT	NT
Toluene	500	1000	ND < 0.260	NT	ND < 0.0049	NT
Extractable Total Petroleum Hydrocarbons (ETPH)						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
ETPH	500	2500	52	ND < 11	45	58

Notes:

NE = Criteria has not been established, NT = Not Tested

ND = Non Detect

DEC = Direct Exposure Criteria



Exceedance of Residential DEC

Exceedance of Industrial DEC

**Tingue Dam Fishway By-Pass Channel Project
2009 Soil Test Results Summary Table 8**

Parameter	Direct Exposure Criteria		GP-8 (3-4')	GP-8(11.5-12')	*GP-1(2.5-4')	*GP-1(5-6)
	Residential	Industrial	DEC	DEC	DEC	DEC
Metals						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Aluminium	NE	NE	10100	17700	NT	NT
Antimony	27	8200	4.1	5.7	NT	NT
Arsenic	10	10	5.4	< 0.9	14	ND < 13
Beryllium	2	2	0.34	0.56	NT	NT
Cadmium	34	1000	0.38	0.66	NT	NT
Chromium (Total)	NE	NE	33.5	24.2	ND < 139	ND < 139
Copper	2500	76000	96.5	31.5	ND < 69	ND < 69
Lead	500	1000	99.8	2.74	42	60
Mercury	20	610	0.41	< 0.1	ND < 10	ND < 10
Nickel	1400	7500	16.2	26.1	ND < 76	ND < 76
Selenium	340	10000	< 1.9	< 2.2	ND < 9	ND < 9
Silver	340	10000	< 0.37	< 0.44	NT	NT
Thallium	5.4	160	< 3.7	< 4.4	NT	NT
Zinc	20000	610000	151	341	147	130
Pesticides and PCB's						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
4, 4 - DDD	2.6	24	ND < 0.034	ND < 0.42	NT	NT
4,4 - DDT	1.8	17	ND < 0.034	ND < 0.42	NT	NT
Methoxychlor	340	10000	ND < 0.17	ND < 0.21	NT	NT
Semivolatile Substances						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Acenaphthylene	1000	2500	ND < 0.36	ND < 0.43	NT	NT
Anthracene	1000	2500	0.37	ND < 0.43	NT	NT
Benz(a) anthracene	1	7.8	1.3	ND < 0.43	NT	NT
Benzo (b) flouranthene	1	7.8	0.45	ND < 0.43	NT	NT
Benzo (a) pyrene	1	1	1	ND < 0.43	NT	NT
Benzo (ghi) perylene	1000	2500	0.5	ND < 0.43	NT	NT
Chrysene	84	780	1.2	ND < 0.43	NT	NT
Flouranthene	1000	2500	1.9	ND < 0.43	NT	NT
Indeno (1,2,3-cd) pyrene	1	7.8	0.47	ND < 0.43	NT	NT
Phenanthrene	1000	2500	2.5	ND < 0.43	NT	NT
Pyrene	1000	2500	1.4	ND < 0.43	NT	NT
Volatile Substances						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Bromofluoroenezene	NE	NE	NT	NT	NT	NT
Dibromoflouromethane	NE	NE	NT	NT	NT	NT
Toluene	500	1000	NT	ND < 0.004	NT	NT
Extractable Total Petroleum Hydrocarbons (ETPH)						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
ETPH	500	2500	47	ND < 13	NT	NT

Notes:

NE = Criteria has not been established, NT = Not Tested

ND = Non Detect

DEC = Direct Exposure Criteria



Exceedance of Residential DEC

Exceedance of Industrial DEC

* CT DEP Mobile Lab (see full analytical results for further detail)

**Tingue Dam Fishway By-Pass Channel Project
2009 Soil Test Results Summary Table 9**

Parameter	Direct Exposure Criteria		*GP-2(2.5-4')	*GP-2(6.5-8')	*GP-2(10-12')	*GP-9(0-2')
	Residential	Industrial	DEC	DEC	DEC	DEC
Metals						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Aluminium	NE	NE	NT	NT	NT	NT
Antimony	27	8200	NT	NT	NT	NT
Arsenic	10	10	ND < 13	ND < 13	ND < 13	ND < 13
Beryllium	2	2	NT	NT	NT	NT
Cadmium	34	1000	NT	NT	NT	NT
Chromium (Total)	NE	NE	ND < 139	ND < 139	ND < 139	ND < 139
Copper	2500	76000	ND < 69	562	85	367
Lead	500	1000	52	475	ND < 13	178
Mercury	20	610	ND < 10	ND < 10	ND < 10	ND < 10
Nickel	1400	7500	193	ND < 76	ND < 76	ND < 76
Selenium	340	10000	ND < 9	ND < 9	ND < 9	ND < 9
Silver	340	10000	NT	NT	NT	NT
Thallium	5.4	160	NT	NT	NT	NT
Zinc	20000	610000	68	416	121	161
Pesticides and PCB's						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
4, 4 - DDD	2.6	24	NT	NT	NT	NT
4,4 - DDT	1.8	17	NT	NT	NT	NT
Methoxychlor	340	10000	NT	NT	NT	NT
Semivolatile Substances						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Acenaphthylene	1000	2500	NT	NT	NT	NT
Anthracene	1000	2500	NT	NT	NT	NT
Benz(a) anthracene	1	7.8	NT	NT	NT	NT
Benzo (b) flouranthene	1	7.8	NT	NT	NT	NT
Benzo (a) pyrene	1	1	NT	NT	NT	NT
Benzo (ghi) perylene	1000	2500	NT	NT	NT	NT
Chrysene	84	780	NT	NT	NT	NT
Flouranthene	1000	2500	NT	NT	NT	NT
Indeno (1,2,3-cd) pyrene	1	7.8	NT	NT	NT	NT
Phenanthrene	1000	2500	NT	NT	NT	NT
Pyrene	1000	2500	NT	NT	NT	NT
Volatile Substances						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Bromofluoroenezene	NE	NE	NT	NT	NT	NT
Dibromoflouromethane	NE	NE	NT	NT	NT	NT
Toluene	500	1000	NT	NT	NT	NT
Extractable Total Petroleum Hydrocarbons (ETPH)						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
ETPH	500	2500	NT	NT	NT	NT

Notes:

NE = Criteria has not been established, NT = Not Tested

ND = Non Detect

DEC = Direct Exposure Criteria



Exceedance of Residential DEC

Exceedance of Industrial DEC

* CT DEP Mobile Lab (see full analytical results for further detail)

**Tingue Dam Fishway By-Pass Channel Project
2009 Soil Test Results Summary Table 10**

Parameter	Direct Exposure Criteria		*GP-9(8-9')	*GP-3(1.5-3')	*GP-4(0-4')	*GP-4(4-7')
	Residential	Industrial	DEC	DEC	DEC	DEC
Metals						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Aluminum	NE	NE	NT	NT	NT	NT
Antimony	27	8200	NT	NT	NT	NT
Arsenic	10	10	ND < 13	 1.8	ND < 13	ND < 13
Beryllium	2	2	NT	NT	NT	NT
Cadmium	34	1000	NT	NT	NT	NT
Chromium (Total)	NE	NE	ND < 139	ND < 139	ND < 139	ND < 139
Copper	2500	76000	274	ND < 69	274	ND < 69
Lead	500	1000	82	221	209	ND < 13
Mercury	20	610	ND < 10	ND < 10	ND < 10	ND < 10
Nickel	1400	7500	ND < 76	ND < 76	ND < 76	ND < 76
Selenium	340	10000	ND < 9	ND < 9	ND < 9	ND < 9
Silver	340	10000	NT	NT	NT	NT
Thallium	5.4	160	NT	NT	NT	NT
Zinc	20000	610000	165	139	542	83
Pesticides and PCBs						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
4, 4 - DDD	2.6	24	NT	NT	NT	NT
4,4 - DDT	1.8	17	NT	NT	NT	NT
Methoxychlor	340	10000	NT	NT	NT	NT
Semivolatile Substances						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Acenaphthylene	1000	2500	NT	NT	NT	NT
Anthracene	1000	2500	NT	NT	NT	NT
Benz(a) anthracene	1	7.8	NT	NT	NT	NT
Benzo (b) flouranthene	1	7.8	NT	NT	NT	NT
Benzo (a) pyrene	1	1	NT	NT	NT	NT
Benzo (ghi) perylene	1000	2500	NT	NT	NT	NT
Chrysene	84	780	NT	NT	NT	NT
Flouranthene	1000	2500	NT	NT	NT	NT
Indeno (1,2,3-cd) pyrene	1	7.8	NT	NT	NT	NT
Phenanthrene	1000	2500	NT	NT	NT	NT
Pyrene	1000	2500	NT	NT	NT	NT
Volatile Substances						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Bromofluoroenzene	NE	NE	NT	NT	NT	NT
Dibromoflouromethane	NE	NE	NT	NT	NT	NT
Toluene	500	1000	NT	NT	NT	NT
Extractable Total Petroleum Hydrocarbons (ETPH)						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
ETPH	500	2500	NT	NT	NT	NT

Notes:

NE = Criteria has not been established, NT = Not Tested

ND = Non Detect

DEC = Direct Exposure Criteria



Exceedance of Residential DEC

Exceedance of Industrial DEC

* CT DEP Mobile Lab (see full analytical results for further detail)

**Tingue Dam Fishway By-Pass Channel Project
2009 Soil Test Results Summary Table 11**

Parameter	Direct Exposure Criteria		*GP5(2.5-3.5')	*GP-5(5-6.5')	*GP5(11-12')	*GP5(13.5-15')
	Residential	Industrial	DEC	DEC	DEC	DEC
Metals						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Aluminium	NE	NE	NT	NT	NT	NT
Antimony	27	8200	NT	NT	NT	NT
Arsenic	10	10	ND < 13	ND < 13	ND < 13	ND < 13
Beryllium	2	2	NT	NT	NT	NT
Cadmium	34	1000	NT	NT	NT	NT
Chromium (Total)	NE	NE	ND < 139	ND < 139	ND < 139	ND < 139
Copper	2500	76000	117	ND < 69	ND < 69	ND < 69
Lead	500	1000	95	20	ND < 13	14
Mercury	20	610	ND < 10	ND < 10	ND < 10	ND < 10
Nickel	1400	7500	ND < 76	ND < 76	ND < 76	ND < 76
Selenium	340	10000	ND < 9	ND < 9	ND < 9	ND < 9
Silver	340	10000	NT	NT	NT	NT
Thallium	5.4	160	NT	NT	NT	NT
Zinc	20000	610000	167	56	48	63
Pesticides and PCBs						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
4, 4 - DDD	2.6	24	NT	NT	NT	NT
4,4 - DDT	1.8	17	NT	NT	NT	NT
Methoxychlor	340	10000	NT	NT	NT	NT
Semivolatile Substances						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Acenaphthylene	1000	2500	NT	NT	NT	NT
Anthracene	1000	2500	NT	NT	NT	NT
Benz(a) anthracene	1	7.8	NT	NT	NT	NT
Benzo (b) flouranthene	1	7.8	NT	NT	NT	NT
Benzo (a) pyrene	1	1	NT	NT	NT	NT
Benzo (ghi) perylene	1000	2500	NT	NT	NT	NT
Chrysene	84	780	NT	NT	NT	NT
Flouranthene	1000	2500	NT	NT	NT	NT
Indeno (1,2,3-cd) pyrene	1	7.8	NT	NT	NT	NT
Phenanthrene	1000	2500	NT	NT	NT	NT
Pyrene	1000	2500	NT	NT	NT	NT
Volatile Substances						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Bromofluoroenezene	NE	NE	NT	NT	NT	NT
Dibromoflouromethane	NE	NE	NT	NT	NT	NT
Toluene	500	1000	NT	NT	NT	NT
Extractable Total Petroleum Hydrocarbons (ETPH)						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
ETPH	500	2500	NT	NT	NT	NT

Notes:

NE = Criteria has not been established, NT = Not Tested

ND = Non Detect

DEC = Direct Exposure Criteria



Exceedance of Residential DEC



Exceedance of Industrial DEC

* CT DEP Mobile Lab (see full analytical results for further detail)

**Tingue Dam Fishway By-Pass Channel Project
2009 Soil Test Results Summary Table 12**

Parameter	Direct Exposure Criteria		*GP5(16-17)	*GP7(3.5-5')	*GP7(18-19')	*GP-6(1.5-2')
	Residential	Industrial	DEC	DEC	DEC	DEC
Metals						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Aluminium	NE	NE	NT	NT	NT	NT
Antimony	27	8200	NT	NT	NT	NT
Arsenic	10	10	ND < 13	ND < 13	ND < 13	ND < 20
Beryllium	2	2	NT	NT	NT	NT
Cadmium	34	1000	NT	NT	NT	NT
Chromium (Total)	NE	NE	227	ND < 139	ND < 139	ND < 280
Copper	2500	76000	ND < 69	148	141	ND < 114
Lead	500	1000	ND < 13	80	16	239
Mercury	20	610	ND < 10	ND < 10	ND < 10	ND < 16
Nickel	1400	7500	ND < 76	ND < 76	ND < 76	ND < 134
Selenium	340	10000	ND < 9	ND < 9	ND < 9	ND < 13
Silver	340	10000	NT	NT	NT	NT
Thallium	5.4	160	NT	NT	NT	NT
Zinc	20000	610000	ND < 37	142	48	249
Pesticides and PCB's						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
4, 4 - DDD	2.6	24	NT	NT	NT	NT
4,4 - DDT	1.8	17	NT	NT	NT	NT
Methoxychlor	340	10000	NT	NT	NT	NT
Semivolatile Substances						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Acenaphthylene	1000	2500	NT	NT	NT	NT
Anthracene	1000	2500	NT	NT	NT	NT
Benz(a) anthracene	1	7.8	NT	NT	NT	NT
Benzo (b) flouranthene	1	7.8	NT	NT	NT	NT
Benzo (a) pyrene	1	1	NT	NT	NT	NT
Benzo (ghi) perylene	1000	2500	NT	NT	NT	NT
Chrysene	84	780	NT	NT	NT	NT
Flouranthene	1000	2500	NT	NT	NT	NT
Indeno (1,2,3-cd) pyrene	1	7.8	NT	NT	NT	NT
Phenanthrene	1000	2500	NT	NT	NT	NT
Pyrene	1000	2500	NT	NT	NT	NT
Volatile Substances						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Bromofluoroene	NE	NE	NT	NT	NT	NT
Dibromoflouromethane	NE	NE	NT	NT	NT	NT
Toluene	500	1000	NT	NT	NT	NT
Extractable Total Petroleum Hydrocarbons (ETPH)						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
ETPH	500	2500	NT	NT	NT	NT

Notes:

NE = Criteria has not been established, NT = Not Tested

ND = Non Detect

DEC = Direct Exposure Criteria



Exceedance of Residential DEC

Exceedance of Industrial DEC

* CT DEP Mobile Lab (see full analytical results for further detail)

**Tingue Dam Fishway By-Pass Channel Project
2009 Soil Test Results Summary Table 13**

Parameter	Direct Exposure Criteria		*GP-6(9')	*GP1C(3-3.5')	*GP-8(3-4')	*GP8(11.5-14)
	Residential	Industrial	DEC	DEC	DEC	DEC
Metals						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Aluminium	NE	NE	NT	NT	NT	NT
Antimony	27	8200	NT	NT	NT	NT
Arsenic	10	10	ND < 20	ND < 20	 22	ND < 20
Beryllium	2	2	NT	NT	NT	NT
Cadmium	34	1000	NT	NT	NT	NT
Chromium (Total)	NE	NE	ND < 280	ND < 280	ND < 280	ND < 280
Copper	2500	76000	ND < 114	ND < 114	ND < 114	ND < 114
Lead	500	1000	118	150	87	ND < 20
Mercury	20	610	ND < 16	ND < 16	ND < 16	ND < 16
Nickel	1400	7500	ND < 134	ND < 134	ND < 134	ND < 134
Selenium	340	10000	ND < 13	ND < 13	ND < 13	ND < 13
Silver	340	10000	NT	NT	NT	NT
Thallium	5.4	160	NT	NT	NT	NT
Zinc	20000	610000	151	128	141	160
Pesticides and PCBs						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
4, 4 - DDD	2.6	24	NT	NT	NT	NT
4,4 - DDT	1.8	17	NT	NT	NT	NT
Methoxychlor	340	10000	NT	NT	NT	NT
Semivolatile Substances						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Acenaphthylene	1000	2500	NT	NT	NT	NT
Anthracene	1000	2500	NT	NT	NT	NT
Benz(a) anthracene	1	7.8	NT	NT	NT	NT
Benzo (b) flouranthene	1	7.8	NT	NT	NT	NT
Benzo (a) pyrene	1	1	NT	NT	NT	NT
Benzo (ghi) perylene	1000	2500	NT	NT	NT	NT
Chrysene	84	780	NT	NT	NT	NT
Flouranthene	1000	2500	NT	NT	NT	NT
Indeno (1,2,3-cd) pyrene	1	7.8	NT	NT	NT	NT
Phenanthrene	1000	2500	NT	NT	NT	NT
Pyrene	1000	2500	NT	NT	NT	NT
Volatile Substances						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Bromofluorenzene	NE	NE	NT	NT	NT	NT
Dibromoflouromethane	NE	NE	NT	NT	NT	NT
Toluene	500	1000	NT	NT	NT	NT
Extractable Total Petroleum Hydrocarbons (ETPH)						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
ETPH	500	2500	NT	NT	NT	NT

Notes:

NE = Criteria has not been established, NT = Not Tested

ND = Non Detect

DEC = Direct Exposure Criteria



Exceedance of Residential DEC

Exceedance of Industrial DEC

* CT DEP Mobile Lab (see full analytical results for further detail)

**Tingue Dam Fishway By-Pass Channel Project
2009 Soil Test Results Summary Table 14**

Parameter	Direct Exposure Criteria		*GP-10(2')	*GP-10(10')	*GP11(5.5-6')	*GP12(4-5')
	Residential	Industrial	DEC	DEC	DEC	DEC
Metals						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Aluminium	NE	NE	NT	NT	NT	NT
Antimony	27	8200	NT	NT	NT	NT
Arsenic	10	10	ND < 20	ND < 20	ND < 20	ND < 20
Beryllium	2	2	NT	NT	NT	NT
Cadmium	34	1000	NT	NT	NT	NT
Chromium (Total)	NE	NE	ND < 390	ND < 281	ND < 281	ND < 281
Copper	2500	76000	ND < 95	ND < 95	149	ND < 95
Lead	500	1000	ND < 19	ND < 19	ND < 19	176
Mercury	20	610	ND < 14	ND < 14	ND < 14	ND < 14
Nickel	1400	7500	ND < 155	ND < 155	ND < 155	ND < 155
Selenium	340	10000	ND < 13	ND < 13	ND < 13	ND < 13
Silver	340	10000	NT	NT	NT	NT
Thallium	5.4	160	NT	NT	NT	NT
Zinc	20000	610000	65	114	162	171
Pesticides and PCBs						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
4, 4 - DDD	2.6	24	NT	NT	NT	NT
4,4 - DDT	1.8	17	NT	NT	NT	NT
Methoxychlor	340	10000	NT	NT	NT	NT
Semivolatile Substances						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Acenaphthylene	1000	2500	NT	NT	NT	NT
Anthracene	1000	2500	NT	NT	NT	NT
Benz(a) anthracene	1	7.8	NT	NT	NT	NT
Benzo (b) flouranthene	1	7.8	NT	NT	NT	NT
Benzo (a) pyrene	1	1	NT	NT	NT	NT
Benzo (ghi) perylene	1000	2500	NT	NT	NT	NT
Chrysene	84	780	NT	NT	NT	NT
Flouranthene	1000	2500	NT	NT	NT	NT
Indeno (1,2,3-cd) pyrene	1	7.8	NT	NT	NT	NT
Phenanthrene	1000	2500	NT	NT	NT	NT
Pyrene	1000	2500	NT	NT	NT	NT
Volatile Substances						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
Bromofluoroenzene	NE	NE	NT	NT	NT	NT
Dibromoflouromethane	NE	NE	NT	NT	NT	NT
Toluene	500	1000	NT	NT	NT	NT
Extractable Total Petroleum Hydrocarbons (ETPH)						
	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
ETPH	500	2500	NT	NT	NT	NT

Notes:

NE = Criteria has not been established, NT = Not Tested

ND = Non Detect

DEC = Direct Exposure Criteria



Exceedance of Residential DEC



Exceedance of Industrial DEC

* CT DEP Mobile Lab (see full analytical results for further detail)

Boring Log Comparison Tingue Dam Fishway Seymour, CT

Cross Sec.#	G/W Boring#/DTBR	Δ distance +/- Cross sec.	DEP Boring#/refusal	Listed DTBR	Δ distance +/- Cross sec
10 + 75'	GB-1 14'	23' N.(C.L.) 21'E.	GP-1C 6'	12'	26'E.(C.L.)
10 + 75'	GB-2 14'	13' N.(C.L.)	GP-1 6'	12'	20'N.(C.L.)10'E.
11 + 00'			GP-2 12'	12'	15'N.(C.L.)4'E.
11 + 25'	GB-3 3'	6'N.(C.L.)6'E.			
11 + 50'	GB-4 3'	8'N.(C.L.)9'E.	GP-3 3'	3'	10'N.(C.L.)4'E.
11 + 50'	GB-5 1'	19'N.(C.L.)14'W.			
12 + 00'	GB-6 9'	19'N.(C.L.)19'E.	GP-4 7'	7'	13'N.(C.L.)5'E.
12 + 75'	GB-7 9'	15E.(C.L.)	GP-5 17'	8'	5'N.(C.L.)3'E.
13 + 25'			GP-6 9.5'	14'	5'N.(C.L.)5'E.
13 + 50'	GB-12 7'	25'W.(C.L.)			
13 + 50'	WB-5 22'	15'N.(C.L.)20'E.			
13 + 75'			GP-7 21'	21'	5'N.(C.L.)
14 + 25'	WB-7 24'	22'E.(C.L.)	GP-8 20'	21'	3'W.(C.L.)
14 + 25'	WB-8 20'	14'N.(C.L.)9'W.			
14 + 75'	WB-9 24'	21'E.(C.L.)	GP-9* 10.5'	18'	5'N.(C.L.)1'W.

Key: DTBR= Depth to Bed Rock

* encountered heaving sands, did not reach refusal

GB = Borings by General Boring

WB = Borings by Clarence Welti Boring

(C.L.) = Center line as designated on sheet 4 of 43 of site plan by Milone & MacBroom

N. = North, E. = East, W. = West.

Appendicies

**Tingue Dam Fishway By-Pass Channel Project
Soil Boring Log - GP-1**

Core Interval (ft)	Depth (feet)	Soil Recovery	PID (ppmv)	Samples	Well	Soil Description
0 - 4	0					
	1					
	2					Sandy, gravelly urban fill.
	3					
4 - 8	4					
	5					Sandy, gravelly urban fill with asphalt.
	6					
	7					
8 - 12	8					
	9					
	10					
	11					
12 - 16	12					
	13					
	14					
	15					
16 - 20	16					
	17					
	18					
	19					
	20					

Tingue Dam Fishway By-Pass Channel Project
Soil Boring Log - GP-1C

Core Interval (ft)	Depth (feet)	Soil Recovery	PID (ppmv)	Samples	Well	Soil Description
0 - 4	0					urban fill with silty sand, cobbles, brick and organic matter.
	1					
	2					
	3					
4 - 8	4					urban fill with silty sand, cobbles, brick.
	5					
	6					
	7					
8 - 12	8					
	9					
	10					
	11					
12 - 16	12					
	13					
	14					
	15					
16 - 20	16					
	17					
	18					
	19					
	20					

**Tingue Dam Fishway By-Pass Channel Project
Soil Boring Log - GP-2**

Core Interval (ft)	Depth (feet)	Soil Recovery	PID (ppmv)	Samples	Well	Soil Description
0 - 4	0	█				
	1	█				
	2	█				gravelly sand
	3	█				
4 - 8	4	█				
	5	█				
	6	█				
	7	█				gravelly sand and urban fill
8 - 12	8	█				
	9	█				
	10	█				
	11	█				Fine sand mixed with gravel.
12 - 16	12					
	13					
	14					
	15					
16 - 20	16					
	17					
	18					
	19					
	20					

Tingue Dam Fishway By-Pass Channel Project
Soil Boring Log - GP-3

Core Interval (ft)	Depth (feet)	Soil Recovery	PID (ppmv)	Samples	Well	Soil Description
0 - 4	0	█				Gravelly, sandy urban fill with rock.
	1	█				
	2					
	3					
4 - 8	4					
	5					
	6					
	7					
8 - 12	8					
	9					
	10					
	11					
12 - 16	12					
	13					
	14					
	15					
16 - 20	16					
	17					
	18					
	19					
	20					

Tingue Dam Fishway By-Pass Channel Project
Soil Boring Log - GP-4

Core Interval (ft)	Depth (feet)	Soil Recovery	PID (ppmv)	Samples	Well	Soil Description
0 - 4	0	█				
	1	█				
	2	█				Rocky, gravelly sand with woodchips and mica.
	3	█				
4 - 8	4	█				Course gravelly sand
	5	█				
	6	█				Rock mixed with sand
	7	█				Sand mixed with rock and gravel.
8 - 12	8	█				
	9	█				
	10	█				
	11	█				
12 - 16	12	█				
	13	█				
	14	█				
	15	█				
16 - 20	16	█				
	17	█				
	18	█				
	19	█				
	20	█				

**Tingue Dam Fishway By-Pass Channel Project
Soil Boring Log - GP-5**

Core Interval (ft)	Depth (feet)	Soil Recovery	PID (ppmv)	Samples	Well	Soil Description
0 - 4	0				Well	
	1					Gravelly sand and urban fill.
	2					Rock
	3					
4 - 8	4					
	5					
	6					
	7					Rocky and gravelly sand.
8 - 12	8					
	9					
	10					
	11					Rocky and gravelly sand. Silty sand
12 - 16	12					
	13					Medium sand.
	14					
	15					Silty sand. Rock/gravel sand mix.
16 - 20	16					
	17					Medium sand with redox staining
	18					
	19					
	20					

Tingue Dam Fishway By-Pass Channel Project
Soil Boring Log - GP-6

Core Interval (ft)	Depth (feet)	Soil Recovery	PID (ppmv)	Samples	Well	Soil Description
0 - 4	0	█				
	1	█				
	2	█				Urban fill with cobbles and brick.
	3	█				
4 - 8	4	█				
	5	█				
	6	█				
	7	█				Silty sand with cobbles and brick.
8 - 12	8	█				
	9	█				Silty sand with cobbles and brick.
	10	█				
	11	█				
12 - 16	12	█				
	13	█				
	14	█				
	15	█				
16 - 20	16	█				
	17	█				
	18	█				
	19	█				
	20					

**Tingue Dam Fishway By-Pass Channel Project
Soil Boring Log - GP-7**

Core Interval (ft)	Depth (feet)	Soil Recovery	PID (ppmv)	Samples	Well	Soil Description
0 - 4	0					
	1					
	2					Gravel and cobbles
	3					
4 - 8	4					
	5					
	6					Gravel and cobbles.
	7					Fine gravel.
8 - 12	8					
	9					Fine brown sand.
	10					
	11					
12 - 16	12					
	13					Brick, cobbles, and gravel.
	14					Fine brown sand.
	15					
16 - 20	16					
	17					
	18					
	19					Fine grey sand with silt.
	20				19-21' Gravel.	

Tingue Dam Fishway By-Pass Channel Project
Soil Boring Log - GP-8

Core Interval (ft)	Depth (feet)	Soil Recovery	PID (ppmv)	Samples	Well	Soil Description
0 - 4	0	█				
	1	█				
	2	█				Gravel.
	3	█				
4 - 8	4	█				Light brown gravel.
	5	█				
	6	█				
	7	█				
8 - 12	8	█				
	9	█				
	10	█				Gravel.
	11	█				
12 - 16	12	█				Fine grey sand.
	13	█				
	14	█				
	15	█				
16 - 20	16	█				
	17	█				
	18	█				
	19	█				
	20	█				

**Tingue Dam Fishway By-Pass Channel Project
Soil Boring Log - GP-9**

Core Interval (ft)	Depth (feet)	Soil Recovery	PID (ppmv)	Samples	Well	Soil Description
0 - 4	0					
	1					
	2					Coarse black sand and fine gravel.
	3					Medium brown sand.
4 - 8	4					
	5					Medium dark brown sand with some gravel. Grey traprock. Fine dark brown sand.
	6					
	7					
8 - 12	8					
	9					Fine brown sand.
	10					Fine brown sand with silt. Medium/course sand with cobbles.
	11					
12 - 16	12					
	13					
	14					
	15					
16 - 20	16					
	17					
	18					
	19					
	20					

**Tingue Dam Fishway By-Pass Channel Project
Soil Boring Log - GP-10**

Core Interval (ft)	Depth (feet)	Soil Recovery	PID (ppmv)	Samples	Well	Soil Description
0 - 4	0					
	1					
	2					
	3					Gravel.
4 - 8	4					
	5					
	6					
	7					Gravel and cobbles.
8 - 12	8					
	9					
	10					
	11					Gravel and cobbles.
12 - 16	12					
	13					
	14					
	15					
16 - 20	16					
	17					
	18					
	19					
	20					

**Tingue Dam Fishway By-Pass Channel Project
Soil Boring Log - GP-11**

Core Interval (ft)	Depth (feet)	Soil Recovery	PID (ppmv)	Samples	Well	Soil Description
0 - 4	0					Gravel and urban fill with brick.
	1					
	2					
	3					
4 - 8	4					Gravel and urban fill with brick.
	5					
	6					
	7					
8 - 12	8					
	9					
	10					
	11					
12 - 16	12					
	13					
	14					
	15					
16 - 20	16					
	17					
	18					
	19					
	20					

**Tingue Dam Fishway By-Pass Channel Project
Soil Boring Log - GP-12**

Core Interval (ft)	Depth (feet)	Soil Recovery	PID (ppmv)	Samples	Well	Soil Description
0 - 4	0	█			█	
	1	█			█	Medium light brown sand.
	2	█			█	Medium greyish sand with gravel.
	3	█			█	Medium fine sand with gravel and brick. Silty fine dark brown sand with gravel.
4 - 8	4	█			█	
	5	█			█	Fine dark brown sand.
	6	█			█	Cobble and gravel.
8 - 12	7				█	
	8				█	
	9				█	
	10				█	
	11				█	
12 - 16	12				█	
	13				█	
	14				█	
	15				█	
16 - 20	16				█	
	17				█	
	18				█	
	19				█	
	20				█	

Attachments

SOIL SAMPLING REPORT

**TINGUE DAM FISHWAY BY-PASS CHANNEL
SEYMOUR, CONNECTICUT**

December 8, 2006

MMI# 1108-30-1

Prepared for:

State of Connecticut Department of Environmental Protection
79 Elm Street
Hartford, CT 06106-5127

Prepared by:

MILONE & MACBROOM, INC.
99 Realty Drive
Cheshire, CT 06410
(203) 271-1773

Project Summary

As per our contract scope, Milone & MacBroom, Inc. (MMI) environmental scientists collected three surficial soil samples for testing from within the proposed Tingue Dam Fishway By-Pass Channel. The samples were obtained on October 3, 2006 from the Naugatuck Riverbed (TD-1), at the upstream end of the proposed by-pass channel, under the Route 8 viaduct (TD-2), between Piers 8E and 9E, and lastly from the edge of the parking lot (TD-3) near the southwest corner of the proposed by-pass channel. The soil sample locations are illustrated on Figure 1. The soil samples were collected to help determine the physical and chemical compositions of the soils.

Soil Sample Methods and Analysis

Hand auger equipment was used to obtain samples. Soil samples were collected from the first three feet of the existing soil profile. A composite sample of the soils was taken over the first three feet of the soil solum. To preserve the quality of each sample, the soil samples were stored in a cooler at a temperature of four degrees Celsius. The soil samples were transported to Connecticut Testing Laboratories of Meriden, Connecticut.

The three soil samples were analyzed physically and chemically for the following parameters:

- Grain size distribution by sieve analysis with hydrometer.
- 13 priority pollutant metals plus aluminum (mass-based analysis) by EPA method 3050B.
- Total polychlorinated biphenyls (PCBs) by EPA method 8082.
- Total pesticides by EPA method 608/8081A.
- Total herbicides by EPA method 8151A.
- Total semi-volatile substances by EPA method 5035/8260B.
- Total volatile substances by EPA method 5035/8260b.
- Total poly-aromatic hydrocarbons (PAH) by EPA method 8270C.



FB0168

Soil samples TD-1 and TD-2 grain size distributions range from very fine sand to very fine gravel with a majority of the samples being between fine sand and very coarse sand. Soil sample TD-3 grain size distribution had slightly more silt and clay, but the majority of the sample was fine sand to medium sand. These soil textures would be typical of soils bordering riverine environments as is the case with this project.

The chemical substances found within the soil samples were compared to the State of Connecticut Remediation Standards for Residential and Industrial Direct Exposure Criteria. The soil test results, including a summary table, are appended to this report. The chemical parameters for all three samples were below the direct exposure criteria for both industrial and residential. The soil samples were not analyzed for pollutant mobility criteria.

Based on sampling done per our contract scope, it appears that the soils within the top three feet along the proposed fishway by-pass channel are below the state's direct exposure criteria. However, soils occurring below our sample cores may potentially have contaminant levels that exceed the direct exposure criteria. As specified on the site plans, the excavation of material will occur below the first three feet of soil. It should be understood that a modification to the specifications regarding excavation and disposal of contaminated soils may be required if contaminated soils are encountered at deeper soil depths.

1108-30-1-d806-rpt.doc



APPENDIX C

PHOENIX ENVIRONMENTAL LABORATORIES, INC.
SAMPLE TEST RESULTS

FOR THE STATE PROJECT AT:
TINGUE DAM FISHWAY BYPASS CHANNEL
SEYMOUR CT

PHOENIX 
Environmental Laboratories, Inc.

Sunday, March 25, 2012

Attn: Mr. Frank Bartolomeo
CT Dept. of Env. Protection
79 Elm Street
Hartford, CT 06106-5127

Project ID: SEYMOUR-TINGUE DAM
Sample ID#s: BB55250 - BB55265

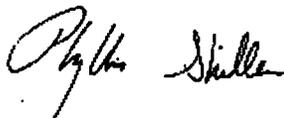
This laboratory is in compliance with the QA/QC procedures outlined in EPA 600/4-79-019, Handbook for Analytical Quality in Water and Waste Water, March 1979, SW846 QA/QC and NELAC requirements of procedures used.

This report contains results for the parameters tested, under the sampling conditions described on the Chain Of Custody, as received by the laboratory.

A scanned version of the COC form accompanies the analytical report and is an exact duplicate of the original.

If you have any questions concerning this testing, please do not hesitate to contact Phoenix Client Services at ext. 200.

Sincerely yours,



Phyllis Shiller
Laboratory Director

NELAC - #NY11301
CT Lab Registration #PH-0618
MA Lab Registration #MA-CT-007
ME Lab Registration #CT-007
NH Lab Registration #213693-A,B
NJ Lab Registration #CT-003
NY Lab Registration #11301
PA Lab Registration #68-03530
RI Lab Registration #63
VT Lab Registration #VT11301



Environmental Laboratories, Inc.
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045
 Tel. (860) 645-1102 Fax (860) 645-0823



Analysis Report

March 25, 2012

FOR: Attn: Mr. Frank Bartolomeo
 CT Dept. of Env. Protection
 79 Elm Street
 Hartford, CT 06106-5127

Sample Information

Matrix: SOLID
 Location Code: CT-DEP2
 Rush Request: Standard
 P.O.#: 34173

Custody Information

Collected by:
 Received by: SW
 Analyzed by: see "By" below

Date Time
 03/16/12 10:30
 03/19/12 14:55

Laboratory Data

SDG ID: GBB55250
 Phoenix ID: BB55250

Project ID: SEYMOUR-TINGUE DAM

Client ID: GP-201 AT 2.2-3.8 FT

Parameter	Result	RL	Units	Date	Time	By	Reference
Silver	< 0.40	0.40	mg/Kg	03/20/12		LK	6010/200.7
Arsenic	5.56	0.80	mg/Kg	03/20/12		LK	6010/200.7
Barium	74.3	0.40	mg/Kg	03/20/12		LK	6010/200.7
Beryllium	0.44	0.32	mg/Kg	03/20/12		LK	6010/200.7
Cadmium	< 0.40	0.40	mg/Kg	03/20/12		LK	6010/200.7
Chromium	25.7	0.40	mg/Kg	03/20/12		LK	6010/200.7
Copper	81.1	0.40	mg/kg	03/20/12		LK	6010/200.7
Mercury	0.35	0.08	mg/Kg	03/20/12		RS	SW-7471
Nickel	14.2	0.40	mg/Kg	03/20/12		LK	6010/200.7
Lead	116	0.40	mg/Kg	03/20/12		LK	6010/200.7
Antimony	< 4.0	4.0	mg/Kg	03/20/12		LK	6010/200.7
Selenium	< 1.6	1.6	mg/Kg	03/20/12		LK	6010/200.7
SPLP Silver	< 0.010	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Arsenic	0.006	0.004	mg/L	03/21/12		LK	E1312/SW6010
SPLP Barium	0.039	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Beryllium	< 0.001	0.001	mg/L	03/21/12		EK	E1312/SW6010
SPLP Cadmium	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Chromium	< 0.010	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Copper	0.036	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Mercury	< 0.0004	0.0004	mg/L	03/21/12		RS	1312/SW7471
SPLP Nickel	< 0.010	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Lead	0.051	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Antimony	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Selenium	< 0.020	0.020	mg/L	03/21/12		EK	E1312/SW6010
SPLP Thallium	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Vanadium	< 0.010	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Zinc	0.043	0.010	mg/L	03/21/12		LK	E1312/SW6010
Thallium	< 3.6	3.6	mg/Kg	03/20/12		LK	6010/200.7

Parameter	Result	RL	Units	Date	Time	By	Reference
Total Metals Digest	Completed			03/19/12		B/T	SW846 - 3050
SPLP Metals Digestion	Completed			03/21/12		X/X	SW846-3005
Vanadium	27.5	0.40	mg/Kg	03/20/12		LK	6010/200.7
Zinc	137	0.40	mg/Kg	03/20/12		LK	6010/200.7
Percent Solid	83		%	03/19/12		JL	E160.3
Soil Extraction SVOA BN	Completed			03/19/12		SS/R	SW3545
Extraction of CT ETPH	Completed			03/19/12		BS/F	3545
Mercury Digestion	Completed			03/20/12		X/X	SW7471
SPLP Digestion Mercury	Completed			03/21/12		X/X	E1312/SW7470
SPLP Extraction for Metals	Completed			03/19/12		X	EPA 1312
SPLP Extraction for Organics	Completed			03/19/12		X	EPA1312
SPLP Semivolatiles (SIM) Ext.	Completed			03/20/12		F/K	SW3510/3520

TPH by GC (Extractable Products)

Ext. Petroleum HC	150	24	mg/Kg	03/21/12		JRB	CT ETPH/8015
Identification	**		mg/Kg	03/21/12		JRB	CT ETPH/8015

QA/OC Surrogates

% n-Pentacosane	58		%	03/21/12		JRB	50 - 150 %
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Polynuclear Aromatic HC

2-Methylnaphthalene	ND	550	ug/Kg	03/20/12		DD	SW 8270
Acenaphthene	ND	550	ug/Kg	03/20/12		DD	SW 8270
Acenaphthylene	ND	550	ug/Kg	03/20/12		DD	SW 8270
Anthracene	ND	550	ug/Kg	03/20/12		DD	SW 8270
Benz(a)anthracene	600	550	ug/Kg	03/20/12		DD	SW 8270
Benzo(a)pyrene	590	550	ug/Kg	03/20/12		DD	SW 8270
Benzo(b)fluoranthene	840	550	ug/Kg	03/20/12		DD	SW 8270
Benzo(ghi)perylene	ND	550	ug/Kg	03/20/12		DD	SW 8270
Benzo(k)fluoranthene	ND	550	ug/Kg	03/20/12		DD	SW 8270
Chrysene	590	550	ug/Kg	03/20/12		DD	SW 8270
Dibenz(a,h)anthracene	ND	550	ug/Kg	03/20/12		DD	SW 8270
Fluoranthene	850	550	ug/Kg	03/20/12		DD	SW 8270
Fluorene	ND	550	ug/Kg	03/20/12		DD	SW 8270
Indeno(1,2,3-cd)pyrene	ND	550	ug/Kg	03/20/12		DD	SW 8270
Naphthalene	ND	550	ug/Kg	03/20/12		DD	SW 8270
Phenanthrene	ND	550	ug/Kg	03/20/12		DD	SW 8270
Pyrene	780	550	ug/Kg	03/20/12		DD	SW 8270

QA/OC Surrogates

% 2-Fluorobiphenyl	78		%	03/20/12		DD	30 - 130 %
% Nitrobenzene-d5	86		%	03/20/12		DD	30 - 130 %
% Terphenyl-d14	56		%	03/20/12		DD	30 - 130 %

SPLP Semivolatiles by SIM

2-Methylnaphthalene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Acenaphthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Acenaphthylene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Anthracene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Benz(a)anthracene	0.07	0.040	ug/L	03/21/12		DD	8270(SIM)
Benzo(a)pyrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Benzo(b)fluoranthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Benzo(ghi)perylene	ND	3.0	ug/L	03/21/12		DD	8270(SIM)

Parameter	Result	RL	Units	Date	Time	By	Reference
Benzo(k)fluoranthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Chrysene	0.06	0.050	ug/L	03/21/12		DD	8270(SIM)
Dibenz(a,h)anthracene	ND	0.010	ug/L	03/21/12		DD	8270(SIM)
Fluoranthene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Fluorene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Indeno(1,2,3-cd)pyrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Naphthalene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Phenanthrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Pyrene	ND	10	ug/L	03/21/12		DD	8270(SIM)
<u>QA/OC Surrogates</u>							
% 2-Fluorobiphenyl	67		%	03/21/12		DD	30 - 130 %
% Nitrobenzene-d5	79		%	03/21/12		DD	30 - 130 %
% Terphenyl-d14	81		%	03/21/12		DD	30 - 130 %

1 = This parameter is not certified by NY NELAC for this matrix. NY NELAC does not offer certification for all parameters.

Comments:

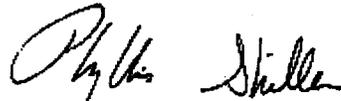
* Due to a matrix interference and/or the presence of a large amount of non-target material in the sample, an elevated RL was reported for the semivolatile analysis.

**Petroleum hydrocarbon chromatogram was not a perfect match with any of the standards, but contains a distribution in the C9 to C36 range. The sample was quantitated against a C9-C36 standard.

If there are any questions regarding this data, please call Phoenix Client Services at extension 200.

ND=Not detected BDL=Below Detection Level RL=Reporting Level

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Phyllis Shiller, Laboratory Director
March 25, 2012



Environmental Laboratories, Inc.
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045
 Tel. (860) 645-1102 Fax (860) 645-0823



Analysis Report
 March 25, 2012

FOR: Attn: Mr. Frank Bartolomeo
 CT Dept. of Env. Protection
 79 Elm Street
 Hartford, CT 06106-5127

Sample Information

Matrix: SOLID
 Location Code: CT-DEP2
 Rush Request: Standard
 P.O.#: 34173

Custody Information

Collected by:
 Received by: SW
 Analyzed by: see "By" below

Date Time
 03/16/12 10:30
 03/19/12 14:55

Laboratory Data

SDG ID: GBB55250
 Phoenix ID: BB55251

Project ID: SEYMOUR-TINGUE DAM
 Client ID: GP-202 AT 3-4 FT

Parameter	Result	RL	Units	Date	Time	By	Reference
Silver	< 0.40	0.40	mg/Kg	03/20/12		LK	6010/200.7
Arsenic	1.97	0.81	mg/Kg	03/20/12		LK	6010/200.7
Barium	1010	0.40	mg/Kg	03/20/12		LK	6010/200.7
Beryllium	< 0.32	0.32	mg/Kg	03/20/12		LK	6010/200.7
Cadmium	< 0.40	0.40	mg/Kg	03/20/12		LK	6010/200.7
Chromium	9.46	0.40	mg/Kg	03/20/12		LK	6010/200.7
Copper	35.5	0.40	mg/kg	03/20/12		LK	6010/200.7
Mercury	0.33	0.07	mg/Kg	03/20/12		RS	SW-7471
Nickel	8.50	0.40	mg/Kg	03/20/12		LK	6010/200.7
Lead	535	4.0	mg/Kg	03/21/12		LK	6010/200.7
Antimony	< 4.0	4.0	mg/Kg	03/20/12		LK	6010/200.7
Selenium	< 1.6	1.6	mg/Kg	03/20/12		LK	6010/200.7
SPLP Silver	< 0.010	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Arsenic	< 0.004	0.004	mg/L	03/21/12		EK	E1312/SW6010
SPLP Barium	0.435	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Beryllium	< 0.001	0.001	mg/L	03/21/12		EK	E1312/SW6010
SPLP Cadmium	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Chromium	< 0.010	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Copper	0.027	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Mercury	< 0.0004	0.0004	mg/L	03/21/12		RS	1312/SW7471
SPLP Nickel	< 0.010	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Lead	0.193	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Antimony	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Selenium	< 0.020	0.020	mg/L	03/21/12		EK	E1312/SW6010
SPLP Thallium	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Vanadium	0.012	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Zinc	0.256	0.010	mg/L	03/21/12		LK	E1312/SW6010
Thallium	< 3.6	3.6	mg/Kg	03/20/12		LK	6010/200.7

Parameter	Result	RL	Units	Date	Time	By	Reference
Total Metals Digest	Completed			03/19/12		B/T	SW846 - 3050
SPLP Metals Digestion	Completed			03/21/12		X/X	SW846-3005
Vanadium	20.1	0.40	mg/Kg	03/20/12		LK	6010/200.7
Zinc	565	4.0	mg/Kg	03/21/12		LK	6010/200.7
Percent Solid	85		%	03/19/12		JL	E160.3
Soil Extraction SVOA BN	Completed			03/19/12		SS/R	SW3545
Extraction of CT ETPH	Completed			03/19/12		BS/F	3545
Mercury Digestion	Completed			03/20/12		X/X	SW7471
SPLP Digestion Mercury	Completed			03/21/12		X/X	E1312/SW7470
SPLP Extraction for Metals	Completed			03/19/12		X	EPA 1312
SPLP Extraction for Organics	Completed			03/19/12		X	EPA1312
SPLP Semivolatiles (SIM) Ext.	Completed			03/20/12		F/K	SW3510/3520
<u>TPH by GC (Extractable Products)</u>							
Ext. Petroleum HC	56	11	mg/Kg	03/20/12		JRB	CT ETPH/8015
Identification	**		mg/Kg	03/20/12		JRB	CT ETPH/8015
<u>QA/QC Surrogates</u>							
% n-Pentacosane	67		%	03/20/12		JRB	50 - 150 %
<u>Polynuclear Aromatic HC</u>							
2-Methylnaphthalene	ND	270	ug/Kg	03/20/12		DD	SW 8270
Acenaphthene	ND	270	ug/Kg	03/20/12		DD	SW 8270
Acenaphthylene	ND	270	ug/Kg	03/20/12		DD	SW 8270
Anthracene	ND	270	ug/Kg	03/20/12		DD	SW 8270
Benz(a)anthracene	710	270	ug/Kg	03/20/12		DD	SW 8270
Benzo(a)pyrene	1000	270	ug/Kg	03/20/12		DD	SW 8270
Benzo(b)fluoranthene	2100	270	ug/Kg	03/20/12		DD	SW 8270
Benzo(ghi)perylene	850	270	ug/Kg	03/20/12		DD	SW 8270
Benzo(k)fluoranthene	640	270	ug/Kg	03/20/12		DD	SW 8270
Chrysene	1200	270	ug/Kg	03/20/12		DD	SW 8270
Dibenz(a,h)anthracene	ND	270	ug/Kg	03/20/12		DD	SW 8270
Fluoranthene	2200	270	ug/Kg	03/20/12		DD	SW 8270
Fluorene	ND	270	ug/Kg	03/20/12		DD	SW 8270
Indeno(1,2,3-cd)pyrene	770	270	ug/Kg	03/20/12		DD	SW 8270
Naphthalene	ND	270	ug/Kg	03/20/12		DD	SW 8270
Phenanthrene	660	270	ug/Kg	03/20/12		DD	SW 8270
Pyrene	2000	270	ug/Kg	03/20/12		DD	SW 8270
<u>QA/QC Surrogates</u>							
% 2-Fluorobiphenyl	68		%	03/20/12		DD	30 - 130 %
% Nitrobenzene-d5	93		%	03/20/12		DD	30 - 130 %
% Terphenyl-d14	89		%	03/20/12		DD	30 - 130 %
<u>SPLP Semivolatiles by SIM</u>							
2-Methylnaphthalene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Acenaphthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Acenaphthylene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Anthracene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Benz(a)anthracene	0.06	0.040	ug/L	03/21/12		DD	8270(SIM)
Benzo(a)pyrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Benzo(b)fluoranthene	0.07	0.050	ug/L	03/21/12		DD	8270(SIM)
Benzo(ghi)perylene	ND	3.0	ug/L	03/21/12		DD	8270(SIM)

Parameter	Result	RL	Units	Date	Time	By	Reference
Benzo(k)fluoranthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Chrysene	0.06	0.050	ug/L	03/21/12		DD	8270(SIM)
Dibenz(a,h)anthracene	ND	0.010	ug/L	03/21/12		DD	8270(SIM)
Fluoranthene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Fluorene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Indeno(1,2,3-cd)pyrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Naphthalene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Phenanthrene	0.11	0.050	ug/L	03/21/12		DD	8270(SIM)
Pyrene	ND	10	ug/L	03/21/12		DD	8270(SIM)
QA/QC Surrogates							
% 2-Fluorobiphenyl	67		%	03/21/12		DD	30 - 130 %
% Nitrobenzene-d5	73		%	03/21/12		DD	30 - 130 %
% Terphenyl-d14	80		%	03/21/12		DD	30 - 130 %

1 = This parameter is not certified by NY NELAC for this matrix. NY NELAC does not offer certification for all parameters.

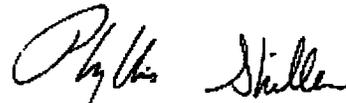
Comments:

**Petroleum hydrocarbon chromatogram was not a perfect match with any of the standards, but contains a distribution in the C14 to C36 range. The sample was quantitated against a C9-C36 standard.

If there are any questions regarding this data, please call Phoenix Client Services at extension 200.

ND=Not detected BDL=Below Detection Level RL=Reporting Level

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Phyllis Shiller, Laboratory Director

March 25, 2012



Environmental Laboratories, Inc.
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045
 Tel. (860) 645-1102 Fax (860) 645-0823



Analysis Report
 March 25, 2012

FOR: Attn: Mr. Frank Bartolomeo
 CT Dept. of Env. Protection
 79 Elm Street
 Hartford, CT 06106-5127

Sample Information

Matrix: SOLID
 Location Code: CT-DEP2
 Rush Request: Standard
 P.O.#: 34173

Custody Information

Collected by:
 Received by: SW
 Analyzed by: see "By" below

Date Time
 03/16/12 10:50
 03/19/12 14:55

Laboratory Data

SDG ID: GBB55250
 Phoenix ID: BB55252

Project ID: SEYMOUR-TINGUE DAM
 Client ID: GP-203 AT 3-4 FT

Parameter	Result	RL	Units	Date	Time	By	Reference
Silver	< 0.36	0.36	mg/Kg	03/20/12		LK	6010/200.7
Arsenic	1.35	0.71	mg/Kg	03/20/12		LK	6010/200.7
Barium	49.6	0.36	mg/Kg	03/20/12		LK	6010/200.7
Beryllium	< 0.28	0.28	mg/Kg	03/20/12		LK	6010/200.7
Cadmium	< 0.36	0.36	mg/Kg	03/20/12		LK	6010/200.7
Chromium	11.4	0.36	mg/Kg	03/20/12		LK	6010/200.7
Copper	78.3	0.36	mg/kg	03/20/12		LK	6010/200.7
Mercury	0.93	0.07	mg/Kg	03/20/12		RS	SW-7471
Nickel	10.5	0.36	mg/Kg	03/20/12		LK	6010/200.7
Lead	252	3.6	mg/Kg	03/21/12		LK	6010/200.7
Antimony	< 3.6	3.6	mg/Kg	03/20/12		LK	6010/200.7
Selenium	< 1.4	1.4	mg/Kg	03/20/12		LK	6010/200.7
SPLP Silver	< 0.010	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Arsenic	< 0.004	0.004	mg/L	03/21/12		EK	E1312/SW6010
SPLP Barium	0.064	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Beryllium	< 0.001	0.001	mg/L	03/21/12		EK	E1312/SW6010
SPLP Cadmium	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Chromium	0.029	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Copper	0.157	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Mercury	0.0036	0.0004	mg/L	03/21/12		RS	1312/SW7471
SPLP Nickel	0.015	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Lead	0.551	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Antimony	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Selenium	< 0.020	0.020	mg/L	03/21/12		EK	E1312/SW6010
SPLP Thallium	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Vanadium	0.022	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Zinc	0.201	0.010	mg/L	03/21/12		LK	E1312/SW6010
Thallium	< 3.2	3.2	mg/Kg	03/20/12		LK	6010/200.7

Parameter	Result	RL	Units	Date	Time	By	Reference
Total Metals Digest	Completed			03/19/12		B/T	SW846 - 3050
SPLP Metals Digestion	Completed			03/21/12		X/X	SW846-3005
Vanadium	16.1	0.36	mg/Kg	03/20/12		LK	6010/200.7
Zinc	105	0.36	mg/Kg	03/20/12		LK	6010/200.7
Percent Solid	95		%	03/19/12		JL	E160.3
Soil Extraction SVOA BN	Completed			03/19/12		SS/R	SW3545
Extraction of CT ETPH	Completed			03/19/12		BS/F	3545
Mercury Digestion	Completed			03/20/12		X/X	SW7471
SPLP Digestion Mercury	Completed			03/21/12		X/X	E1312/SW7470
SPLP Extraction for Metals	Completed			03/19/12		X	EPA 1312
SPLP Extraction for Organics	Completed			03/19/12		X	EPA1312
SPLP Semivolatiles (SIM) Ext.	Completed			03/20/12		F/K	SW3510/3520
<u>TPH by GC (Extractable Products)</u>							
Ext. Petroleum HC	360	21	mg/Kg	03/21/12		JRB	CT ETPH/8015
Identification	**		mg/Kg	03/21/12		JRB	CT ETPH/8015
<u>QA/QC Surrogates</u>							
% n-Pentacosane	72		%	03/21/12		JRB	50 - 150 %
<u>Polynuclear Aromatic HC</u>							
2-Methylnaphthalene	ND	490	ug/Kg	03/20/12		DD	SW 8270
Acenaphthene	ND	490	ug/Kg	03/20/12		DD	SW 8270
Acenaphthylene	880	490	ug/Kg	03/20/12		DD	SW 8270
Anthracene	1200	490	ug/Kg	03/20/12		DD	SW 8270
Benz(a)anthracene	4700	490	ug/Kg	03/20/12		DD	SW 8270
Benzo(a)pyrene	5000	490	ug/Kg	03/20/12		DD	SW 8270
Benzo(b)fluoranthene	7600	490	ug/Kg	03/20/12		DD	SW 8270
Benzo(ghi)perylene	2600	490	ug/Kg	03/20/12		DD	SW 8270
Benzo(k)fluoranthene	2400	490	ug/Kg	03/20/12		DD	SW 8270
Chrysene	5000	490	ug/Kg	03/20/12		DD	SW 8270
Dibenz(a,h)anthracene	740	490	ug/Kg	03/20/12		DD	SW 8270
Fluoranthene	13000	490	ug/Kg	03/20/12		DD	SW 8270
Fluorene	560	490	ug/Kg	03/20/12		DD	SW 8270
Indeno(1,2,3-cd)pyrene	2400	490	ug/Kg	03/20/12		DD	SW 8270
Naphthalene	ND	490	ug/Kg	03/20/12		DD	SW 8270
Phenanthrene	9200	490	ug/Kg	03/20/12		DD	SW 8270
Pyrene	11000	490	ug/Kg	03/20/12		DD	SW 8270
<u>QA/QC Surrogates</u>							
% 2-Fluorobiphenyl	60		%	03/20/12		DD	30 - 130 %
% Nitrobenzene-d5	79		%	03/20/12		DD	30 - 130 %
% Terphenyl-d14	68		%	03/20/12		DD	30 - 130 %
<u>SPLP Semivolatiles by SIM</u>							
2-Methylnaphthalene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Acenaphthene	0.19	0.050	ug/L	03/21/12		DD	8270(SIM)
Acenaphthylene	0.08	0.050	ug/L	03/21/12		DD	8270(SIM)
Anthracene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Benz(a)anthracene	0.6	0.040	ug/L	03/21/12		DD	8270(SIM)
Benzo(a)pyrene	0.58	0.050	ug/L	03/21/12		DD	8270(SIM)
Benzo(b)fluoranthene	1.2	0.050	ug/L	03/21/12		DD	8270(SIM)
Benzo(ghi)perylene	ND	3.0	ug/L	03/21/12		DD	8270(SIM)

Parameter	Result	RL	Units	Date	Time	By	Reference
Benzo(k)fluoranthene	0.42	0.050	ug/L	03/21/12		DD	8270(SIM)
Chrysene	0.74	0.050	ug/L	03/21/12		DD	8270(SIM)
Dibenz(a,h)anthracene	0.08	0.010	ug/L	03/21/12		DD	8270(SIM)
Fluoranthene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Fluorene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Indeno(1,2,3-cd)pyrene	0.34	0.050	ug/L	03/21/12		DD	8270(SIM)
Naphthalene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Phenanthrene	3	0.050	ug/L	03/21/12		DD	8270(SIM)
Pyrene	ND	10	ug/L	03/21/12		DD	8270(SIM)
<u>QA/QC Surrogates</u>							
% 2-Fluorobiphenyl	67		%	03/21/12		DD	30 - 130 %
% Nitrobenzene-d5	78		%	03/21/12		DD	30 - 130 %
% Terphenyl-d14	57		%	03/21/12		DD	30 - 130 %

1 = This parameter is not certified by NY NELAC for this matrix. NY NELAC does not offer certification for all parameters.

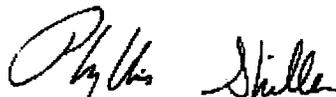
Comments:

**Petroleum hydrocarbon chromatogram was not a perfect match with any of the standards, but contains a distribution in the C9 to C36 range. The sample was quantitated against a C9-C36 standard.

If there are any questions regarding this data, please call Phoenix Client Services at extension 200.

ND=Not detected BDL=Below Detection Level RL=Reporting Level

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Phyllis Shiller, Laboratory Director
 March 25, 2012



Environmental Laboratories, Inc.
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045
 Tel. (860) 645-1102 Fax (860) 645-0823



Analysis Report
 March 25, 2012

FOR: Attn: Mr. Frank Bartolomeo
 CT Dept. of Env. Protection
 79 Elm Street
 Hartford, CT 06106-5127

Sample Information

Matrix: SOLID
 Location Code: CT-DEP2
 Rush Request: Standard
 P.O.#: 34173

Custody Information

Collected by:
 Received by: SW
 Analyzed by: see "By" below

Date Time
 03/16/12 11:00
 03/19/12 14:55

Laboratory Data

SDG ID: GBB55250
 Phoenix ID: BB55253

Project ID: SEYMOUR-TINGUE DAM
 Client ID: GP-203 AT 7-8 FT

Parameter	Result	RL	Units	Date	Time	By	Reference
Silver	< 0.35	0.35	mg/Kg	03/20/12		LK	6010/200.7
Arsenic	0.86	0.70	mg/Kg	03/20/12		LK	6010/200.7
Barium	39.7	0.35	mg/Kg	03/20/12		LK	6010/200.7
Beryllium	0.33	0.28	mg/Kg	03/20/12		LK	6010/200.7
Cadmium	< 0.35	0.35	mg/Kg	03/20/12		LK	6010/200.7
Chromium	21.3	0.35	mg/Kg	03/20/12		LK	6010/200.7
Copper	62.7	0.35	mg/kg	03/20/12		LK	6010/200.7
Mercury	0.13	0.07	mg/Kg	03/20/12		RS	SW-7471
Nickel	10.6	0.35	mg/Kg	03/20/12		LK	6010/200.7
Lead	33.7	0.35	mg/Kg	03/20/12		LK	6010/200.7
Antimony	< 3.5	3.5	mg/Kg	03/20/12		LK	6010/200.7
Selenium	< 1.4	1.4	mg/Kg	03/20/12		LK	6010/200.7
SPLP Silver	< 0.010	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Arsenic	< 0.004	0.004	mg/L	03/21/12		EK	E1312/SW6010
SPLP Barium	0.029	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Beryllium	< 0.001	0.001	mg/L	03/21/12		EK	E1312/SW6010
SPLP Cadmium	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Chromium	< 0.010	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Copper	0.035	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Mercury	< 0.0004	0.0004	mg/L	03/21/12		RS	1312/SW7471
SPLP Nickel	< 0.010	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Lead	0.019	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Antimony	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Selenium	< 0.020	0.020	mg/L	03/21/12		EK	E1312/SW6010
SPLP Thallium	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Vanadium	< 0.010	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Zinc	0.050	0.010	mg/L	03/21/12		LK	E1312/SW6010
Thallium	< 3.2	3.2	mg/Kg	03/20/12		LK	6010/200.7

Parameter	Result	RL	Units	Date	Time	By	Reference
Total Metals Digest	Completed			03/19/12		B/T	SW846 - 3050
SPLP Metals Digestion	Completed			03/21/12		X/X	SW846-3005
Vanadium	20.6	0.35	mg/Kg	03/20/12		LK	6010/200.7
Zinc	91.1	0.35	mg/Kg	03/20/12		LK	6010/200.7
Percent Solid	91		%	03/19/12		JL	E160.3
Soil Extraction SVOA BN	Completed			03/19/12		SS/R	SW3545
Extraction of CT ETPH	Completed			03/19/12		BS/F	3545
Mercury Digestion	Completed			03/20/12		X/X	SW7471
SPLP Digestion Mercury	Completed			03/21/12		X/X	E1312/SW7470
SPLP Extraction for Metals	Completed			03/19/12		X	EPA 1312
SPLP Extraction for Organics	Completed			03/19/12		X	EPA1312
SPLP Semivolatiles (SIM) Ext.	Completed			03/20/12		F/K	SW3510/3520

TPH by GC (Extractable Products)

Ext. Petroleum HC	ND	11	mg/Kg	03/20/12		JRB	CT ETPH/8015
Identification	ND		mg/Kg	03/20/12		JRB	CT ETPH/8015

QA/OC Surrogates

% n-Pentacosane	60		%	03/20/12		JRB	50 - 150 %
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Polynuclear Aromatic HC

2-Methylnaphthalene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Acenaphthene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Acenaphthylene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Anthracene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Benz(a)anthracene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Benzo(a)pyrene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Benzo(b)fluoranthene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Benzo(ghi)perylene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Benzo(k)fluoranthene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Chrysene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Dibenz(a,h)anthracene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Fluoranthene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Fluorene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Indeno(1,2,3-cd)pyrene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Naphthalene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Phenanthrene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Pyrene	ND	250	ug/Kg	03/20/12		DD	SW 8270

QA/OC Surrogates

% 2-Fluorobiphenyl	78		%	03/20/12		DD	30 - 130 %
% Nitrobenzene-d5	82		%	03/20/12		DD	30 - 130 %
% Terphenyl-d14	74		%	03/20/12		DD	30 - 130 %

SPLP Semivolatiles by SIM

2-Methylnaphthalene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Acenaphthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Acenaphthylene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Anthracene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Benz(a)anthracene	ND	0.040	ug/L	03/21/12		DD	8270(SIM)
Benzo(a)pyrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Benzo(b)fluoranthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Benzo(ghi)perylene	ND	3.0	ug/L	03/21/12		DD	8270(SIM)

Project ID: SEYMOUR-TINGUE DAM

Client ID: GP-203 AT 7-8 FT

Phoenix I.D.: BB55253

Parameter	Result	RL	Units	Date	Time	By	Reference
Benzo(k)fluoranthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Chrysene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Dibenz(a,h)anthracene	ND	0.010	ug/L	03/21/12		DD	8270(SIM)
Fluoranthene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Fluorene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Indeno(1,2,3-cd)pyrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Naphthalene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Phenanthrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Pyrene	ND	10	ug/L	03/21/12		DD	8270(SIM)
<u>QA/OC Surrogates</u>							
% 2-Fluorobiphenyl	65		%	03/21/12		DD	30 - 130 %
% Nitrobenzene-d5	74		%	03/21/12		DD	30 - 130 %
% Terphenyl-d14	74		%	03/21/12		DD	30 - 130 %

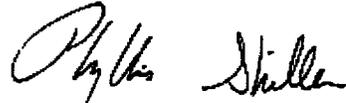
1 = This parameter is not certified by NY NELAC for this matrix. NY NELAC does not offer certification for all parameters.

Comments:

If there are any questions regarding this data, please call Phoenix Client Services at extension 200.

ND=Not detected BDL=Below Detection Level RL=Reporting Level

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Phyllis Shiller, Laboratory Director
March 25, 2012



Environmental Laboratories, Inc.
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045
 Tel. (860) 645-1102 Fax (860) 645-0823



Analysis Report
 March 25, 2012

FOR: Attn: Mr. Frank Bartolomeo
 CT Dept. of Env. Protection
 79 Elm Street
 Hartford, CT 06106-5127

Sample Information

Matrix: SOLID
 Location Code: CT-DEP2
 Rush Request: Standard
 P.O.#: 34173

Custody Information

Collected by:
 Received by: SW
 Analyzed by: see "By" below

Date Time
 03/16/12 11:10
 03/19/12 14:55

Laboratory Data

SDG ID: GBB55250
 Phoenix ID: BB55254

Project ID: SEYMOUR-TINGUE DAM

Client ID: GP-203 AT 11-12 FT

Parameter	Result	RL	Units	Date	Time	By	Reference
Silver	< 0.34	0.34	mg/Kg	03/20/12		LK	6010/200.7
Arsenic	2.73	0.67	mg/Kg	03/20/12		LK	6010/200.7
Barium	89.2	0.34	mg/Kg	03/20/12		LK	6010/200.7
Beryllium	< 0.27	0.27	mg/Kg	03/20/12		LK	6010/200.7
Cadmium	< 0.34	0.34	mg/Kg	03/20/12		LK	6010/200.7
Chromium	9.46	0.34	mg/Kg	03/20/12		LK	6010/200.7
Copper	10.1	0.34	mg/kg	03/20/12		LK	6010/200.7
Mercury	< 0.07	0.07	mg/Kg	03/20/12		RS	SW-7471
Nickel	5.68	0.34	mg/Kg	03/20/12		LK	6010/200.7
Lead	< 0.34	0.34	mg/Kg	03/21/12		LK	6010/200.7
Antimony	< 3.4	3.4	mg/Kg	03/20/12		LK	6010/200.7
Selenium	< 1.3	1.3	mg/Kg	03/20/12		LK	6010/200.7
SPLP Silver	< 0.010	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Arsenic	0.008	0.004	mg/L	03/22/12		LK	E1312/SW6010
SPLP Barium	0.054	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Beryllium	< 0.001	0.001	mg/L	03/21/12		EK	E1312/SW6010
SPLP Cadmium	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Chromium	< 0.010	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Copper	< 0.010	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Mercury	< 0.0004	0.0004	mg/L	03/21/12		RS	1312/SW7471
SPLP Nickel	< 0.010	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Lead	< 0.010	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Antimony	0.006	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Selenium	< 0.020	0.020	mg/L	03/21/12		EK	E1312/SW6010
SPLP Thallium	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Vanadium	0.021	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Zinc	0.198	0.010	mg/L	03/21/12		LK	E1312/SW6010
Thallium	< 3.0	3.0	mg/Kg	03/20/12		LK	6010/200.7

Parameter	Result	RL	Units	Date	Time	By	Reference
Total Metals Digest	Completed			03/19/12		B/T	SW846 - 3050
SPLP Metals Digestion	Completed			03/21/12		X/X	SW846-3005
Vanadium	61.1	0.34	mg/Kg	03/20/12		LK	6010/200.7
Zinc	51.2	0.34	mg/Kg	03/20/12		LK	6010/200.7
Percent Solid	91		%	03/19/12		JL	E160.3
Soil Extraction SVOA BN	Completed			03/19/12		BS/R	SW3545
Extraction of CT ETPH	Completed			03/19/12		BS/F	3545
Mercury Digestion	Completed			03/20/12		X/X	SW7471
SPLP Digestion Mercury	Completed			03/21/12		X/X	E1312/SW7470
SPLP Extraction for Metals	Completed			03/19/12		X	EPA 1312
SPLP Extraction for Organics	Completed			03/19/12		X	EPA1312
SPLP Semivolatiles (SIM) Ext.	Completed			03/20/12		F/K	SW3510/3520
<u>TPH by GC (Extractable Products)</u>							
Ext. Petroleum HC	ND	11	mg/Kg	03/20/12		JRB	CT ETPH/8015
Identification	ND		mg/Kg	03/20/12		JRB	CT ETPH/8015
<u>QA/QC Surrogates</u>							
% n-Pentacosane	73		%	03/20/12		JRB	50 - 150 %
<u>Polynuclear Aromatic HC</u>							
2-Methylnaphthalene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Acenaphthene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Acenaphthylene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Anthracene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Benz(a)anthracene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Benzo(a)pyrene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Benzo(b)fluoranthene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Benzo(ghi)perylene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Benzo(k)fluoranthene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Chrysene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Dibenz(a,h)anthracene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Fluoranthene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Fluorene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Indeno(1,2,3-cd)pyrene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Naphthalene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Phenanthrene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Pyrene	ND	250	ug/Kg	03/20/12		DD	SW 8270
<u>QA/QC Surrogates</u>							
% 2-Fluorobiphenyl	82		%	03/20/12		DD	30 - 130 %
% Nitrobenzene-d5	82		%	03/20/12		DD	30 - 130 %
% Terphenyl-d14	68		%	03/20/12		DD	30 - 130 %
<u>SPLP Semivolatiles by SIM</u>							
2-Methylnaphthalene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Acenaphthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Acenaphthylene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Anthracene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Benz(a)anthracene	ND	0.040	ug/L	03/21/12		DD	8270(SIM)
Benzo(a)pyrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Benzo(b)fluoranthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Benzo(ghi)perylene	ND	3.0	ug/L	03/21/12		DD	8270(SIM)

Parameter	Result	RL	Units	Date	Time	By	Reference
Benzo(k)fluoranthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Chrysene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Dibenz(a,h)anthracene	ND	0.010	ug/L	03/21/12		DD	8270(SIM)
Fluoranthene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Fluorene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Indeno(1,2,3-cd)pyrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Naphthalene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Phenanthrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Pyrene	ND	10	ug/L	03/21/12		DD	8270(SIM)
QA/OC Surrogates							
% 2-Fluorobiphenyl	68		%	03/21/12		DD	30 - 130 %
% Nitrobenzene-d5	76		%	03/21/12		DD	30 - 130 %
% Terphenyl-d14	89		%	03/21/12		DD	30 - 130 %

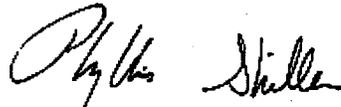
1 = This parameter is not certified by NY NELAC for this matrix. NY NELAC does not offer certification for all parameters.

Comments:

If there are any questions regarding this data, please call Phoenix Client Services at extension 200.

ND=Not detected BDL=Below Detection Level RL=Reporting Level

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Phyllis Shiller, Laboratory Director
 March 25, 2012



Environmental Laboratories, Inc.
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045
 Tel. (860) 645-1102 Fax (860) 645-0823



Analysis Report
 March 25, 2012

FOR: Attn: Mr. Frank Bartolomeo
 CT Dept. of Env. Protection
 79 Elm Street
 Hartford, CT 06106-5127

Sample Information

Matrix: SOLID
 Location Code: CT-DEP2
 Rush Request: Standard
 P.O.#: 34173

Custody Information

Collected by:
 Received by: SW
 Analyzed by: see "By" below

Date Time
 03/16/12 12:35
 03/19/12 14:55

Laboratory Data

SDG ID: GBB55250
 Phoenix ID: BB55255

Project ID: SEYMOUR-TINGUE DAM
 Client ID: GP-204 AT 3-4 FT

Parameter	Result	RL	Units	Date	Time	By	Reference
Silver	< 0.32	0.32	mg/Kg	03/20/12		LK	6010/200.7
Arsenic	1.23	0.64	mg/Kg	03/20/12		LK	6010/200.7
Barium	98.3	0.32	mg/Kg	03/20/12		LK	6010/200.7
Beryllium	< 0.26	0.26	mg/Kg	03/20/12		LK	6010/200.7
Cadmium	< 0.32	0.32	mg/Kg	03/20/12		LK	6010/200.7
Chromium	23.3	0.32	mg/Kg	03/20/12		LK	6010/200.7
Copper	85.9	0.32	mg/kg	03/20/12		LK	6010/200.7
Mercury	0.18	0.06	mg/Kg	03/20/12		RS	SW-7471
Nickel	13.2	0.32	mg/Kg	03/20/12		LK	6010/200.7
Lead	83.8	0.32	mg/Kg	03/20/12		LK	6010/200.7
Antimony	< 3.2	3.2	mg/Kg	03/20/12		LK	6010/200.7
Selenium	< 1.3	1.3	mg/Kg	03/20/12		LK	6010/200.7
SPLP Silver	< 0.010	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Arsenic	0.009	0.004	mg/L	03/22/12		LK	E1312/SW6010
SPLP Barium	0.038	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Beryllium	< 0.001	0.001	mg/L	03/21/12		EK	E1312/SW6010
SPLP Cadmium	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Chromium	0.010	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Copper	0.054	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Mercury	< 0.0004	0.0004	mg/L	03/21/12		RS	1312/SW7471
SPLP Nickel	< 0.010	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Lead	0.061	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Antimony	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Selenium	< 0.020	0.020	mg/L	03/21/12		EK	E1312/SW6010
SPLP Thallium	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Vanadium	< 0.010	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Zinc	0.059	0.010	mg/L	03/21/12		LK	E1312/SW6010
Thallium	< 2.9	2.9	mg/Kg	03/20/12		LK	6010/200.7

Parameter	Result	RL	Units	Date	Time	By	Reference
Total Metals Digest	Completed			03/19/12		B/T	SW846 - 3050
SPLP Metals Digestion	Completed			03/21/12		X/X	SW846-3005
Vanadium	31.6	0.32	mg/Kg	03/20/12		LK	6010/200.7
Zinc	159	0.32	mg/Kg	03/20/12		LK	6010/200.7
Percent Solid	93		%	03/19/12		JL	E160.3
Soil Extraction SVOA BN	Completed			03/19/12		BS/R	SW3545
Extraction of CT ETPH	Completed			03/19/12		BS/F	3545
Mercury Digestion	Completed			03/20/12		X/X	SW7471
SPLP Digestion Mercury	Completed			03/21/12		X/X	E1312/SW7470
SPLP Extraction for Metals	Completed			03/19/12		X	EPA 1312
SPLP Extraction for Organics	Completed			03/19/12		X	EPA1312
SPLP Semivolatiles (SIM) Ext.	Completed			03/20/12		F/K	SW3510/3520
<u>TPH by GC (Extractable Products)</u>							
Ext. Petroleum HC	ND	11	mg/Kg	03/20/12		JRB	CT ETPH/8015
Identification	ND		mg/Kg	03/20/12		JRB	CT ETPH/8015
<u>QA/OC Surrogates</u>							
% n-Pentacosane	56		%	03/20/12		JRB	50 - 150 %
<u>Polynuclear Aromatic HC</u>							
2-Methylnaphthalene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Acenaphthene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Acenaphthylene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Anthracene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Benz(a)anthracene	410	250	ug/Kg	03/20/12		DD	SW 8270
Benzo(a)pyrene	310	250	ug/Kg	03/20/12		DD	SW 8270
Benzo(b)fluoranthene	370	250	ug/Kg	03/20/12		DD	SW 8270
Benzo(ghi)perylene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Benzo(k)fluoranthene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Chrysene	360	250	ug/Kg	03/20/12		DD	SW 8270
Dibenz(a,h)anthracene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Fluoranthene	750	250	ug/Kg	03/20/12		DD	SW 8270
Fluorene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Indeno(1,2,3-cd)pyrene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Naphthalene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Phenanthrene	450	250	ug/Kg	03/20/12		DD	SW 8270
Pyrene	660	250	ug/Kg	03/20/12		DD	SW 8270
<u>QA/OC Surrogates</u>							
% 2-Fluorobiphenyl	83		%	03/20/12		DD	30 - 130 %
% Nitrobenzene-d5	79		%	03/20/12		DD	30 - 130 %
% Terphenyl-d14	68		%	03/20/12		DD	30 - 130 %
<u>SPLP Semivolatiles by SIM</u>							
2-Methylnaphthalene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Acenaphthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Acenaphthylene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Anthracene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Benz(a)anthracene	ND	0.040	ug/L	03/21/12		DD	8270(SIM)
Benzo(a)pyrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Benzo(b)fluoranthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Benzo(ghi)perylene	ND	3.0	ug/L	03/21/12		DD	8270(SIM)

Project ID: SEYMOUR-TINGUE DAM
Client ID: GP-204 AT 3-4 FT

Phoenix I.D.: BB55255

Parameter	Result	RL	Units	Date	Time	By	Reference
Benzo(k)fluoranthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Chrysene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Dibenz(a,h)anthracene	ND	0.010	ug/L	03/21/12		DD	8270(SIM)
Fluoranthene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Fluorene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Indeno(1,2,3-cd)pyrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Naphthalene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Phenanthrene	0.79	0.050	ug/L	03/21/12		DD	8270(SIM)
Pyrene	ND	10	ug/L	03/21/12		DD	8270(SIM)
<u>QA/QC Surrogates</u>							
% 2-Fluorobiphenyl	63		%	03/21/12		DD	30 - 130 %
% Nitrobenzene-d5	73		%	03/21/12		DD	30 - 130 %
% Terphenyl-d14	84		%	03/21/12		DD	30 - 130 %

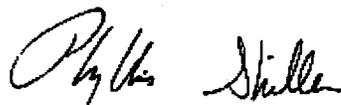
1 = This parameter is not certified by NY NELAC for this matrix. NY NELAC does not offer certification for all parameters.

Comments:

If there are any questions regarding this data, please call Phoenix Client Services at extension 200.

ND=Not detected BDL=Below Detection Level RL=Reporting Level

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Phyllis Shiller, Laboratory Director
March 25, 2012



Environmental Laboratories, Inc.
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045
 Tel. (860) 645-1102 Fax (860) 645-0823



Analysis Report
 March 25, 2012

FOR: Attn: Mr. Frank Bartolomeo
 CT Dept. of Env. Protection
 79 Elm Street
 Hartford, CT 06106-5127

Sample Information

Matrix: SOLID
 Location Code: CT-DEP2
 Rush Request: Standard
 P.O.#: 34173

Custody Information

Collected by:
 Received by: SW
 Analyzed by: see "By" below

Date Time
 03/16/12 12:50
 03/19/12 14:55

Laboratory Data

SDG ID: GBB55250
 Phoenix ID: BB55256

Project ID: SEYMOUR-TINGUE DAM
 Client ID: GP-204 AT 7-8 FT

Parameter	Result	RL	Units	Date	Time	By	Reference
Silver	< 0.33	0.33	mg/Kg	03/20/12		LK	6010/200.7
Arsenic	< 0.66	0.66	mg/Kg	03/20/12		LK	6010/200.7
Barium	60.9	0.33	mg/Kg	03/20/12		LK	6010/200.7
Beryllium	< 0.26	0.26	mg/Kg	03/20/12		LK	6010/200.7
Cadmium	< 0.33	0.33	mg/Kg	03/20/12		LK	6010/200.7
Chromium	22.0	0.33	mg/Kg	03/20/12		LK	6010/200.7
Copper	94.5	0.33	mg/kg	03/20/12		LK	6010/200.7
Mercury	0.09	0.08	mg/Kg	03/20/12		RS	SW-7471
Nickel	10.2	0.33	mg/Kg	03/20/12		LK	6010/200.7
Lead	26.9	0.33	mg/Kg	03/20/12		LK	6010/200.7
Antimony	< 3.3	3.3	mg/Kg	03/20/12		LK	6010/200.7
Selenium	< 1.3	1.3	mg/Kg	03/20/12		LK	6010/200.7
SPLP Silver	< 0.010	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Arsenic	< 0.004	0.004	mg/L	03/21/12		EK	E1312/SW6010
SPLP Barium	0.079	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Beryllium	< 0.001	0.001	mg/L	03/21/12		EK	E1312/SW6010
SPLP Cadmium	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Chromium	0.029	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Copper	0.168	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Mercury	< 0.0004	0.0004	mg/L	03/21/12		RS	1312/SW7471
SPLP Nickel	0.012	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Lead	0.108	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Antimony	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Selenium	< 0.020	0.020	mg/L	03/21/12		EK	E1312/SW6010
SPLP Thallium	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Vanadium	0.019	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Zinc	0.142	0.010	mg/L	03/21/12		LK	E1312/SW6010
Thallium	< 3.0	3.0	mg/Kg	03/20/12		LK	6010/200.7

Parameter	Result	RL	Units	Date	Time	By	Reference
Total Metals Digest	Completed			03/19/12		B/T	SW846 - 3050
SPLP Metals Digestion	Completed			03/21/12		X/X	SW846-3005
Vanadium	20.3	0.33	mg/Kg	03/20/12		LK	6010/200.7
Zinc	83.0	0.33	mg/Kg	03/20/12		LK	6010/200.7
Percent Solid	93		%	03/19/12		JL	E160.3
Soil Extraction SVOA BN	Completed			03/19/12		BS/R	SW3545
Extraction of CT ETPH	Completed			03/19/12		BS/F	3545
Mercury Digestion	Completed			03/20/12		X/X	SW7471
SPLP Digestion Mercury	Completed			03/21/12		X/X	E1312/SW7470
SPLP Extraction for Metals	Completed			03/19/12		X	EPA 1312
SPLP Extraction for Organics	Completed			03/19/12		X	EPA1312
SPLP Semivolatiles (SIM) Ext.	Completed			03/20/12		F/K	SW3510/3520

TPH by GC (Extractable Products)

Ext. Petroleum HC	ND	10	mg/Kg	03/20/12		JRB	CT ETPH/8015
Identification	ND		mg/Kg	03/20/12		JRB	CT ETPH/8015

QA/QC Surrogates

% n-Pentacosane	60		%	03/20/12		JRB	50 - 150 %
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Polynuclear Aromatic HC

2-Methylnaphthalene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Acenaphthene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Acenaphthylene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Anthracene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Benz(a)anthracene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Benzo(a)pyrene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Benzo(b)fluoranthene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Benzo(ghi)perylene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Benzo(k)fluoranthene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Chrysene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Dibenz(a,h)anthracene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Fluoranthene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Fluorene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Indeno(1,2,3-cd)pyrene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Naphthalene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Phenanthrene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Pyrene	ND	250	ug/Kg	03/20/12		DD	SW 8270

QA/QC Surrogates

% 2-Fluorobiphenyl	82		%	03/20/12		DD	30 - 130 %
% Nitrobenzene-d5	78		%	03/20/12		DD	30 - 130 %
% Terphenyl-d14	71		%	03/20/12		DD	30 - 130 %

SPLP Semivolatiles by SIM

2-Methylnaphthalene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Acenaphthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Acenaphthylene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Anthracene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Benz(a)anthracene	ND	0.040	ug/L	03/21/12		DD	8270(SIM)
Benzo(a)pyrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Benzo(b)fluoranthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Benzo(ghi)perylene	ND	3.0	ug/L	03/21/12		DD	8270(SIM)

Parameter	Result	RL	Units	Date	Time	By	Reference
Benzo(k)fluoranthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Chrysene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Dibenz(a,h)anthracene	ND	0.010	ug/L	03/21/12		DD	8270(SIM)
Fluoranthene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Fluorene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Indeno(1,2,3-cd)pyrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Naphthalene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Phenanthrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Pyrene	ND	10	ug/L	03/21/12		DD	8270(SIM)
QA/QC Surrogates							
% 2-Fluorobiphenyl	69		%	03/21/12		DD	30 - 130 %
% Nitrobenzene-d5	80		%	03/21/12		DD	30 - 130 %
% Terphenyl-d14	82		%	03/21/12		DD	30 - 130 %

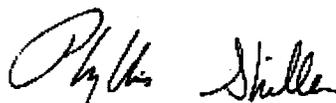
1 = This parameter is not certified by NY NELAC for this matrix. NY NELAC does not offer certification for all parameters.

Comments:

If there are any questions regarding this data, please call Phoenix Client Services at extension 200.

ND=Not detected BDL=Below Detection Level RL=Reporting Level

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Phyllis Shiller, Laboratory Director

March 25, 2012



Environmental Laboratories, Inc.
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045
 Tel. (860) 645-1102 Fax (860) 645-0823



NY # 11301

Analysis Report
 March 25, 2012

FOR: Attn: Mr. Frank Bartolomeo
 CT Dept. of Env. Protection
 79 Elm Street
 Hartford, CT 06106-5127

Sample Information

Matrix: SOLID
 Location Code: CT-DEP2
 Rush Request: Standard
 P.O.#: 34173

Custody Information

Collected by:
 Received by: SW
 Analyzed by: see "By" below

Date Time
 03/16/12 13:15
 03/19/12 14:55

Laboratory Data

SDG ID: GBB55250
 Phoenix ID: BB55257

Project ID: SEYMOUR-TINGUE DAM
 Client ID: GP-205 AT 7-8 FT

Parameter	Result	RL	Units	Date	Time	By	Reference
Silver	0.37	0.36	mg/Kg	03/20/12		LK	6010/200.7
Arsenic	1.63	0.73	mg/Kg	03/20/12		LK	6010/200.7
Barium	50.0	0.36	mg/Kg	03/20/12		LK	6010/200.7
Beryllium	< 0.29	0.29	mg/Kg	03/20/12		LK	6010/200.7
Cadmium	< 0.36	0.36	mg/Kg	03/20/12		LK	6010/200.7
Chromium	65.6	0.36	mg/Kg	03/20/12		LK	6010/200.7
Copper	176	0.36	mg/kg	03/20/12		LK	6010/200.7
Mercury	56.4	2.1	mg/Kg	03/20/12		RS	SW-7471
Nickel	20.6	0.36	mg/Kg	03/20/12		LK	6010/200.7
Lead	59.8	0.36	mg/Kg	03/20/12		LK	6010/200.7
Antimony	< 3.6	3.6	mg/Kg	03/20/12		LK	6010/200.7
Selenium	< 1.5	1.5	mg/Kg	03/20/12		LK	6010/200.7
SPLP Silver	< 0.010	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Arsenic	0.018	0.004	mg/L	03/22/12		LK	E1312/SW6010
SPLP Barium	0.195	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Beryllium	0.001	0.001	mg/L	03/22/12		LK	E1312/SW6010
SPLP Cadmium	0.006	0.005	mg/L	03/22/12		LK	E1312/SW6010
SPLP Chromium	0.617	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Copper	1.20	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Mercury	0.0022	0.0004	mg/L	03/21/12		RS	1312/SW7471
SPLP Nickel	0.096	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Lead	0.521	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Antimony	0.010	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Selenium	< 0.020	0.020	mg/L	03/21/12		EK	E1312/SW6010
SPLP Thallium	< 0.005	0.005	mg/L	03/21/12		LK	E1312/SW6010
SPLP Vanadium	0.067	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Zinc	0.820	0.010	mg/L	03/21/12		LK	E1312/SW6010
Thallium	< 3.3	3.3	mg/Kg	03/20/12		LK	6010/200.7

Parameter	Result	RL	Units	Date	Time	By	Reference
Total Metals Digest	Completed			03/19/12		B/T	SW846 - 3050
SPLP Metals Digestion	Completed			03/21/12		X/X	SW846-3005
Vanadium	24.1	0.36	mg/Kg	03/20/12		LK	6010/200.7
Zinc	173	0.36	mg/Kg	03/20/12		LK	6010/200.7
Percent Solid	87		%	03/19/12		JL	E160.3
Soil Extraction SVOA BN	Completed			03/19/12		BS/R	SW3545
Extraction of CT ETPH	Completed			03/19/12		BS/F	3545
Mercury Digestion	Completed			03/20/12		X/X	SW7471
SPLP Digestion Mercury	Completed			03/21/12		X/X	E1312/SW7470
SPLP Extraction for Metals	Completed			03/19/12		X	EPA 1312
SPLP Extraction for Organics	Completed			03/19/12		X	EPA1312
SPLP Semivolatiles (SIM) Ext.	Completed			03/20/12		F/K	SW3510/3520
<u>TPH by GC (Extractable Products)</u>							
Ext. Petroleum HC	ND	11	mg/Kg	03/20/12		JRB	CT ETPH/8015
Identification	ND		mg/Kg	03/20/12		JRB	CT ETPH/8015
<u>QA/QC Surrogates</u>							
% n-Pentacosane	58		%	03/20/12		JRB	50 - 150 %
<u>Polynuclear Aromatic HC</u>							
2-Methylnaphthalene	ND	260	ug/Kg	03/20/12		DD	SW 8270
Acenaphthene	ND	260	ug/Kg	03/20/12		DD	SW 8270
Acenaphthylene	ND	260	ug/Kg	03/20/12		DD	SW 8270
Anthracene	ND	260	ug/Kg	03/20/12		DD	SW 8270
Benz(a)anthracene	810	260	ug/Kg	03/20/12		DD	SW 8270
Benzo(a)pyrene	690	260	ug/Kg	03/20/12		DD	SW 8270
Benzo(b)fluoranthene	790	260	ug/Kg	03/20/12		DD	SW 8270
Benzo(ghi)perylene	500	260	ug/Kg	03/20/12		DD	SW 8270
Benzo(k)fluoranthene	280	260	ug/Kg	03/20/12		DD	SW 8270
Chrysene	750	260	ug/Kg	03/20/12		DD	SW 8270
Dibenz(a,h)anthracene	ND	260	ug/Kg	03/20/12		DD	SW 8270
Fluoranthene	1300	260	ug/Kg	03/20/12		DD	SW 8270
Fluorene	ND	260	ug/Kg	03/20/12		DD	SW 8270
Indeno(1,2,3-cd)pyrene	380	260	ug/Kg	03/20/12		DD	SW 8270
Naphthalene	ND	260	ug/Kg	03/20/12		DD	SW 8270
Phenanthrene	610	260	ug/Kg	03/20/12		DD	SW 8270
Pyrene	1300	260	ug/Kg	03/20/12		DD	SW 8270
<u>QA/QC Surrogates</u>							
% 2-Fluorobiphenyl	75		%	03/20/12		DD	30 - 130 %
% Nitrobenzene-d5	80		%	03/20/12		DD	30 - 130 %
% Terphenyl-d14	65		%	03/20/12		DD	30 - 130 %
<u>SPLP Semivolatiles by SIM</u>							
2-Methylnaphthalene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Acenaphthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Acenaphthylene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Anthracene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Benz(a)anthracene	ND	0.040	ug/L	03/21/12		DD	8270(SIM)
Benzo(a)pyrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Benzo(b)fluoranthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Benzo(ghi)perylene	ND	3.0	ug/L	03/21/12		DD	8270(SIM)

Parameter	Result	RL	Units	Date	Time	By	Reference
Benzo(k)fluoranthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Chrysene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Dibenz(a,h)anthracene	ND	0.010	ug/L	03/21/12		DD	8270(SIM)
Fluoranthene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Fluorene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Indeno(1,2,3-cd)pyrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Naphthalene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Phenanthrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Pyrene	ND	10	ug/L	03/21/12		DD	8270(SIM)
<u>QA/QC Surrogates</u>							
% 2-Fluorobiphenyl	63		%	03/21/12		DD	30 - 130 %
% Nitrobenzene-d5	74		%	03/21/12		DD	30 - 130 %
% Terphenyl-d14	32		%	03/21/12		DD	30 - 130 %

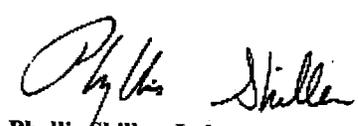
1 = This parameter is not certified by NY NELAC for this matrix. NY NELAC does not offer certification for all parameters.

Comments:

If there are any questions regarding this data, please call Phoenix Client Services at extension 200.

ND=Not detected BDL=Below Detection Level RL=Reporting Level

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 Phyllis Shiller, Laboratory Director
 March 25, 2012



Environmental Laboratories, Inc.
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045
 Tel. (860) 645-1102 Fax (860) 645-0823



Analysis Report

March 25, 2012

FOR: Attn: Mr. Frank Bartolomeo
 CT Dept. of Env. Protection
 79 Elm Street
 Hartford, CT 06106-5127

Sample Information

Matrix: SOLID
 Location Code: CT-DEP2
 Rush Request: Standard
 P.O.#: 34173

Custody Information

Collected by:
 Received by: SW
 Analyzed by: see "By" below

Date	Time
03/16/12	13:30
03/19/12	14:55

Laboratory Data

SDG ID: GBB55250
 Phoenix ID: BB55258

Project ID: SEYMOUR-TINGUE DAM

Client ID: GP-205 AT 3-4 FT

Parameter	Result	RL	Units	Date	Time	By	Reference
Silver	0.38	0.35	mg/Kg	03/20/12		LK	6010/200.7
Arsenic	1.03	0.70	mg/Kg	03/20/12		LK	6010/200.7
Barium	30.0	0.35	mg/Kg	03/20/12		LK	6010/200.7
Beryllium	< 0.28	0.28	mg/Kg	03/20/12		LK	6010/200.7
Cadmium	< 0.35	0.35	mg/Kg	03/20/12		LK	6010/200.7
Chromium	89.6	0.35	mg/Kg	03/20/12		LK	6010/200.7
Copper	158	0.35	mg/kg	03/20/12		LK	6010/200.7
Mercury	0.12	0.08	mg/Kg	03/20/12		RS	SW-7471
Nickel	11.8	0.35	mg/Kg	03/20/12		LK	6010/200.7
Lead	50.9	0.35	mg/Kg	03/20/12		LK	6010/200.7
Antimony	< 3.5	3.5	mg/Kg	03/20/12		LK	6010/200.7
Selenium	< 1.4	1.4	mg/Kg	03/20/12		LK	6010/200.7
SPLP Silver	0.015	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Arsenic	0.022	0.004	mg/L	03/22/12		LK	E1312/SW6010
SPLP Barium	0.332	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Beryllium	0.001	0.001	mg/L	03/22/12		LK	E1312/SW6010
SPLP Cadmium	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Chromium	1.75	0.050	mg/L	03/23/12		LK	E1312/SW6010
SPLP Copper	1.30	0.050	mg/L	03/23/12		LK	E1312/SW6010
SPLP Mercury	0.0030	0.0004	mg/L	03/21/12		RS	1312/SW7471
SPLP Nickel	0.100	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Lead	0.914	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Antimony	0.040	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Selenium	< 0.020	0.020	mg/L	03/21/12		EK	E1312/SW6010
SPLP Thallium	< 0.005	0.005	mg/L	03/21/12		LK	E1312/SW6010
SPLP Vanadium	0.056	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Zinc	1.14	0.010	mg/L	03/21/12		LK	E1312/SW6010
Thallium	< 3.1	3.1	mg/Kg	03/20/12		LK	6010/200.7

Parameter	Result	RL	Units	Date	Time	By	Reference
Total Metals Digest	Completed			03/19/12		B/T	SW846 - 3050
SPLP Metals Digestion	Completed			03/21/12		X/X	SW846-3005
Vanadium	11.4	0.35	mg/Kg	03/20/12		LK	6010/200.7
Zinc	112	0.35	mg/Kg	03/20/12		LK	6010/200.7
Percent Solid	94		%	03/19/12		JL	E160.3
Soil Extraction SVOA BN	Completed			03/19/12		BS/R	SW3545
Extraction of CT ETPH	Completed			03/19/12		BS/F	3545
Mercury Digestion	Completed			03/20/12		X/X	SW7471
SPLP Digestion Mercury	Completed			03/21/12		X/X	E1312/SW7470
SPLP Extraction for Metals	Completed			03/19/12		X	EPA 1312
SPLP Extraction for Organics	Completed			03/19/12		X	EPA1312
SPLP Semivolatiles (SIM) Ext.	Completed			03/20/12		F/K	SW3510/3520
<u>TPH by GC (Extractable Products)</u>							
Ext. Petroleum HC	46	10	mg/Kg	03/20/12		JRB	CT ETPH/8015
Identification	**		mg/Kg	03/20/12		JRB	CT ETPH/8015
<u>QA/QC Surrogates</u>							
% n-Pentacosane	77		%	03/20/12		JRB	50 - 150 %
<u>Polynuclear Aromatic HC</u>							
2-Methylnaphthalene	ND	240	ug/Kg	03/20/12		DD	SW 8270
Acenaphthene	ND	240	ug/Kg	03/20/12		DD	SW 8270
Acenaphthylene	ND	240	ug/Kg	03/20/12		DD	SW 8270
Anthracene	ND	240	ug/Kg	03/20/12		DD	SW 8270
Benz(a)anthracene	690	240	ug/Kg	03/20/12		DD	SW 8270
Benzo(a)pyrene	590	240	ug/Kg	03/20/12		DD	SW 8270
Benzo(b)fluoranthene	680	240	ug/Kg	03/20/12		DD	SW 8270
Benzo(ghi)perylene	420	240	ug/Kg	03/20/12		DD	SW 8270
Benzo(k)fluoranthene	250	240	ug/Kg	03/20/12		DD	SW 8270
Chrysene	680	240	ug/Kg	03/20/12		DD	SW 8270
Dibenz(a,h)anthracene	ND	240	ug/Kg	03/20/12		DD	SW 8270
Fluoranthene	1100	240	ug/Kg	03/20/12		DD	SW 8270
Fluorene	ND	240	ug/Kg	03/20/12		DD	SW 8270
Indeno(1,2,3-cd)pyrene	330	240	ug/Kg	03/20/12		DD	SW 8270
Naphthalene	ND	240	ug/Kg	03/20/12		DD	SW 8270
Phenanthrene	550	240	ug/Kg	03/20/12		DD	SW 8270
Pyrene	1100	240	ug/Kg	03/20/12		DD	SW 8270
<u>QA/QC Surrogates</u>							
% 2-Fluorobiphenyl	83		%	03/20/12		DD	30 - 130 %
% Nitrobenzene-d5	80		%	03/20/12		DD	30 - 130 %
% Terphenyl-d14	75		%	03/20/12		DD	30 - 130 %
<u>SPLP Semivolatiles by SIM</u>							
2-Methylnaphthalene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Acenaphthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Acenaphthylene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Anthracene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Benz(a)anthracene	ND	0.040	ug/L	03/21/12		DD	8270(SIM)
Benzo(a)pyrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Benzo(b)fluoranthene	0.82	0.050	ug/L	03/21/12		DD	8270(SIM)
Benzo(ghi)perylene	ND	3.0	ug/L	03/21/12		DD	8270(SIM)

Parameter	Result	RL	Units	Date	Time	By	Reference
Benzo(k)fluoranthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Chrysene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Dibenz(a,h)anthracene	ND	0.010	ug/L	03/21/12		DD	8270(SIM)
Fluoranthene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Fluorene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Indeno(1,2,3-cd)pyrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Naphthalene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Phenanthrene	0.85	0.050	ug/L	03/21/12		DD	8270(SIM)
Pyrene	ND	10	ug/L	03/21/12		DD	8270(SIM)
QA/QC Surrogates							
% 2-Fluorobiphenyl	66		%	03/21/12		DD	30 - 130 %
% Nitrobenzene-d5	78		%	03/21/12		DD	30 - 130 %
% Terphenyl-d14	50		%	03/21/12		DD	30 - 130 %

1 = This parameter is not certified by NY NELAC for this matrix. NY NELAC does not offer certification for all parameters.

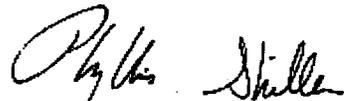
Comments:

**Petroleum hydrocarbon chromatogram was not a perfect match with any of the standards, but contains a distribution in the C16 to C36 range. The sample was quantitated against a C9-C36 standard.

If there are any questions regarding this data, please call Phoenix Client Services at extension 200.

ND=Not detected BDL=Below Detection Level RL=Reporting Level

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Phyllis Shiller, Laboratory Director
 March 25, 2012



Environmental Laboratories, Inc.
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045
 Tel. (860) 645-1102 Fax (860) 645-0823



Analysis Report

March 25, 2012

FOR: Attn: Mr. Frank Bartolomeo
 CT Dept. of Env. Protection
 79 Elm Street
 Hartford, CT 06106-5127

Sample Information

Matrix: SOLID
 Location Code: CT-DEP2
 Rush Request: Standard
 P.O.#: 34173

Custody Information

Collected by:
 Received by: SW
 Analyzed by: see "By" below

Date Time
 03/19/12 9:45
 03/19/12 14:55

Laboratory Data

SDG ID: GBB55250
 Phoenix ID: BB55259

Project ID: SEYMOUR-TINGUE DAM

Client ID: GP-207 AT 0-1.5 FT

Parameter	Result	RL	Units	Date	Time	By	Reference
Silver	< 0.34	0.34	mg/Kg	03/20/12		LK	6010/200.7
Arsenic	0.99	0.67	mg/Kg	03/20/12		LK	6010/200.7
Barium	61.5	0.34	mg/Kg	03/20/12		LK	6010/200.7
Beryllium	0.53	0.27	mg/Kg	03/20/12		LK	6010/200.7
Cadmium	< 0.34	0.34	mg/Kg	03/20/12		LK	6010/200.7
Chromium	17.0	0.34	mg/Kg	03/20/12		LK	6010/200.7
Copper	59.9	0.34	mg/kg	03/20/12		LK	6010/200.7
Mercury	< 0.06	0.06	mg/Kg	03/20/12		LK	6010/200.7
Nickel	21.4	0.34	mg/Kg	03/20/12		RS	SW-7471
Lead	116	0.34	mg/Kg	03/20/12		LK	6010/200.7
Antimony	< 3.4	3.4	mg/Kg	03/20/12		LK	6010/200.7
Selenium	< 1.3	1.3	mg/Kg	03/20/12		LK	6010/200.7
SPLP Silver	< 0.010	0.010	mg/L	03/21/12		LK	6010/200.7
SPLP Arsenic	0.008	0.004	mg/L	03/22/12		EK	E1312/SW6010
SPLP Barium	0.142	0.010	mg/L	03/21/12		LK	E1312/SW6010
SPLP Beryllium	< 0.001	0.001	mg/L	03/21/12		EK	E1312/SW6010
SPLP Cadmium	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Chromium	0.031	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Copper	0.097	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Mercury	< 0.0004	0.0004	mg/L	03/21/12		EK	E1312/SW6010
SPLP Nickel	0.052	0.010	mg/L	03/21/12		RS	1312/SW7471
SPLP Lead	0.527	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Antimony	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Selenium	< 0.020	0.020	mg/L	03/22/12		LK	E1312/SW6010
SPLP Thallium	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Vanadium	0.035	0.010	mg/L	03/21/12		LK	E1312/SW6010
SPLP Zinc	1.00	0.010	mg/L	03/21/12		EK	E1312/SW6010
Thallium	< 3.0	3.0	mg/Kg	03/20/12		LK	E1312/SW6010
						LK	6010/200.7

Parameter	Result	RL	Units	Date	Time	By	Reference
Total Metals Digest	Completed			03/19/12			
SPLP Metals Digestion	Completed			03/21/12		B/T	SW846 - 3050
Vanadium	24.2	0.34	mg/Kg	03/20/12		X/X	SW846-3005
Zinc	329	3.4	mg/Kg	03/21/12		LK	6010/200.7
Percent Solid	94		%	03/19/12		LK	6010/200.7
Soil Extraction SVOA BN	Completed			03/19/12		JL	E160.3
Extraction of CT ETPH	Completed			03/19/12		BS/R	SW3545
Mercury Digestion	Completed			03/19/12		BS/F	3545
SPLP Digestion Mercury	Completed			03/20/12		X/X	SW7471
SPLP Extraction for Metals	Completed			03/21/12		X/X	E1312/SW7470
SPLP Extraction for Organics	Completed			03/19/12		X	EPA 1312
SPLP Semivolatiles (SIM) Ext.	Completed			03/19/12		X	EPA1312
				03/20/12		F/K	SW3510/3520
<u>TPH by GC (Extractable Products)</u>							
Ext. Petroleum HC	ND	10	mg/Kg	03/20/12		JRB	CT ETPH/8015
Identification	ND		mg/Kg	03/20/12		JRB	CT ETPH/8015
<u>QA/QC Surrogates</u>							
% n-Pentacosane	56		%	03/20/12		JRB	50 - 150 %
<u>Polynuclear Aromatic HC</u>							
2-Methylnaphthalene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Acenaphthene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Acenaphthylene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Anthracene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Benz(a)anthracene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Benzo(a)pyrene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Benzo(b)fluoranthene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Benzo(ghi)perylene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Benzo(k)fluoranthene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Chrysene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Dibenz(a,h)anthracene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Fluoranthene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Fluorene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Indeno(1,2,3-cd)pyrene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Naphthalene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Phenanthrene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Pyrene	ND	250	ug/Kg	03/20/12		DD	SW 8270
<u>QA/QC Surrogates</u>							
% 2-Fluorobiphenyl	74		%	03/20/12		DD	30 - 130 %
% Nitrobenzene-d5	76		%	03/20/12		DD	30 - 130 %
% Terphenyl-d14	62		%	03/20/12		DD	30 - 130 %
<u>SPLP Semivolatiles by SIM</u>							
2-Methylnaphthalene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Acenaphthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Acenaphthylene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Anthracene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Benz(a)anthracene	ND	0.040	ug/L	03/21/12		DD	8270(SIM)
Benzo(a)pyrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Benzo(b)fluoranthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Benzo(ghi)perylene	ND	3.0	ug/L	03/21/12		DD	8270(SIM)

Parameter	Result	RL	Units	Date	Time	By	Reference
Benzo(k)fluoranthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Chrysene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Dibenz(a,h)anthracene	ND	0.010	ug/L	03/21/12		DD	8270(SIM)
Fluoranthene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Fluorene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Indeno(1,2,3-cd)pyrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Naphthalene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Phenanthrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Pyrene	ND	10	ug/L	03/21/12		DD	8270(SIM)
<u>QA/QC Surrogates</u>							
% 2-Fluorobiphenyl	68		%	03/21/12		DD	30 - 130 %
% Nitrobenzene-d5	81		%	03/21/12		DD	30 - 130 %
% Terphenyl-d14	85		%	03/21/12		DD	30 - 130 %

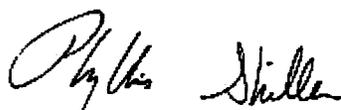
1 = This parameter is not certified by NY NELAC for this matrix. NY NELAC does not offer certification for all parameters.

Comments:

If there are any questions regarding this data, please call Phoenix Client Services at extension 200.

ND=Not detected BDL=Below Detection Level RL=Reporting Level

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Phyllis Shiller, Laboratory Director

March 25, 2012



Environmental Laboratories, Inc.
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045
 Tel. (860) 645-1102 Fax (860) 645-0823



Analysis Report
 March 25, 2012

FOR: Attn: Mr. Frank Bartolomeo
 CT Dept. of Env. Protection
 79 Elm Street
 Hartford, CT 06106-5127

Sample Information

Matrix: SOLID
 Location Code: CT-DEP2
 Rush Request: Standard
 P.O.#: 34173

Custody Information

Collected by:
 Received by: SW
 Analyzed by: see "By" below

Date Time
 03/16/12 9:55
 03/19/12 14:55

Laboratory Data

SDG ID: GBB55250
 Phoenix ID: BB55260

Project ID: SEYMOUR-TINGUE DAM
 Client ID: GP-207 AT 4-5.5 FT

Parameter	Result	RL	Units	Date	Time	By	Reference
Silver	< 0.40	0.40	mg/Kg	03/20/12		LK	6010/200.7
Arsenic	2.10	0.81	mg/Kg	03/20/12		LK	6010/200.7
Barium	57.6	0.40	mg/Kg	03/20/12		LK	6010/200.7
Beryllium	< 0.32	0.32	mg/Kg	03/20/12		LK	6010/200.7
Cadmium	< 0.40	0.40	mg/Kg	03/20/12		LK	6010/200.7
Chromium	29.8	0.40	mg/Kg	03/20/12		LK	6010/200.7
Copper	124	0.40	mg/kg	03/20/12		LK	6010/200.7
Mercury	0.33	0.08	mg/Kg	03/20/12		LK	6010/200.7
Nickel	20.4	0.40	mg/Kg	03/20/12		RS	SW-7471
Lead	118	0.40	mg/Kg	03/20/12		LK	6010/200.7
Antimony	< 4.0	4.0	mg/Kg	03/20/12		LK	6010/200.7
Selenium	< 1.6	1.6	mg/Kg	03/20/12		LK	6010/200.7
SPLP Silver	< 0.010	0.010	mg/L	03/21/12		LK	6010/200.7
SPLP Arsenic	0.012	0.004	mg/L	03/22/12		EK	E1312/SW6010
SPLP Barium	0.118	0.010	mg/L	03/21/12		LK	E1312/SW6010
SPLP Beryllium	< 0.001	0.001	mg/L	03/21/12		EK	E1312/SW6010
SPLP Cadmium	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Chromium	0.043	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Copper	0.217	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Mercury	0.0013	0.0004	mg/L	03/21/12		EK	E1312/SW6010
SPLP Nickel	0.030	0.010	mg/L	03/21/12		RS	1312/SW7471
SPLP Lead	0.403	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Antimony	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Selenium	< 0.020	0.020	mg/L	03/22/12		LK	E1312/SW6010
SPLP Thallium	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Vanadium	0.029	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Zinc	0.288	0.010	mg/L	03/21/12		EK	E1312/SW6010
Thallium	< 3.6	3.6	mg/Kg	03/20/12		LK	6010/200.7

Parameter	Result	RL	Units	Date	Time	By	Reference
Total Metals Digest	Completed						
SPLP Metals Digestion	Completed			03/19/12		B/T	SW846 - 3050
Vanadium	19.6			03/21/12		X/X	SW846-3005
Zinc	280	0.40	mg/Kg	03/20/12		LK	6010/200.7
Percent Solid	85	4.0	mg/Kg	03/21/12		LK	6010/200.7
Soil Extraction for PCB	Completed		%	03/19/12		JL	E160.3
Soil Extraction SVOA BN	Completed			03/19/12		BB/F	SW3545
Extraction of CT ETPH	Completed			03/19/12		BS/R	SW3545
Mercury Digestion	Completed			03/19/12		BS/F	3545
SPLP Digestion Mercury	Completed			03/20/12		X/X	SW7471
SPLP Extraction for Metals	Completed			03/21/12		X/X	E1312/SW7470
SPLP Extraction for Organics	Completed			03/19/12		X	EPA 1312
SPLP Semivolatiles (SIM) Ext.	Completed			03/19/12		X	EPA1312
				03/20/12		F/K	SW3510/3520
<u>TPH by GC (Extractable Products)</u>							
Ext. Petroleum HC	ND						
Identification	ND	12	mg/Kg	03/20/12		JRB	CT ETPH/8015
<u>QA/QC Surrogates</u>			mg/Kg	03/20/12		JRB	CT ETPH/8015
% n-Pentacosane	96		%	03/20/12		JRB	50 - 150 %
<u>Polychlorinated Biphenyls</u>							
PCB-1016	ND						
PCB-1221	ND	390	ug/Kg	03/20/12		KCA	SW 8082
PCB-1232	ND	390	ug/Kg	03/20/12		KCA	SW 8082
PCB-1242	ND	390	ug/Kg	03/20/12		KCA	SW 8082
PCB-1248	ND	390	ug/Kg	03/20/12		KCA	SW 8082
PCB-1254	ND	390	ug/Kg	03/20/12		KCA	SW 8082
PCB-1260	ND	390	ug/Kg	03/20/12		KCA	SW 8082
PCB-1262	ND	390	ug/Kg	03/20/12		KCA	SW 8082
PCB-1268	ND	390	ug/Kg	03/20/12		KCA	SW 8082
<u>QA/QC Surrogates</u>							
% DCBP	84		%	03/20/12		KCA	30 - 150 %
% TCMX	64		%	03/20/12		KCA	30 - 150 %
<u>Polynuclear Aromatic HC</u>							
2-Methylnaphthalene	ND	270	ug/Kg	03/20/12		DD	SW 8270
Acenaphthene	ND	270	ug/Kg	03/20/12		DD	SW 8270
Acenaphthylene	ND	270	ug/Kg	03/20/12		DD	SW 8270
Anthracene	ND	270	ug/Kg	03/20/12		DD	SW 8270
Benz(a)anthracene	350	270	ug/Kg	03/20/12		DD	SW 8270
Benzo(a)pyrene	270	270	ug/Kg	03/20/12		DD	SW 8270
Benzo(b)fluoranthene	360	270	ug/Kg	03/20/12		DD	SW 8270
Benzo(ghi)perylene	ND	270	ug/Kg	03/20/12		DD	SW 8270
Benzo(k)fluoranthene	ND	270	ug/Kg	03/20/12		DD	SW 8270
Chrysene	330	270	ug/Kg	03/20/12		DD	SW 8270
Dibenz(a,h)anthracene	ND	270	ug/Kg	03/20/12		DD	SW 8270
Fluoranthene	610	270	ug/Kg	03/20/12		DD	SW 8270
Fluorene	ND	270	ug/Kg	03/20/12		DD	SW 8270
Indeno(1,2,3-cd)pyrene	ND	270	ug/Kg	03/20/12		DD	SW 8270
Naphthalene	ND	270	ug/Kg	03/20/12		DD	SW 8270
Phenanthrene	330	270	ug/Kg	03/20/12		DD	SW 8270

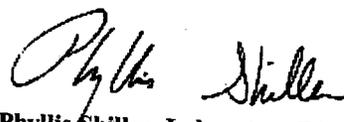
Parameter	Result	RL	Units	Date	Time	By	Reference
Pyrene	540	270	ug/Kg	03/20/12		DD	SW 8270
<u>QA/QC Surrogates</u>							
% 2-Fluorobiphenyl	74		%	03/20/12		DD	30 - 130 %
% Nitrobenzene-d5	78		%	03/20/12		DD	30 - 130 %
% Terphenyl-d14	66		%	03/20/12		DD	30 - 130 %
<u>SPLP Semivolatiles by SIM</u>							
2-Methylnaphthalene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Acenaphthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Acenaphthylene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Anthracene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Benz(a)anthracene	ND	0.040	ug/L	03/21/12		DD	8270(SIM)
Benzo(a)pyrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Benzo(b)fluoranthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Benzo(ghi)perylene	ND	3.0	ug/L	03/21/12		DD	8270(SIM)
Benzo(k)fluoranthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Chrysene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Dibenz(a,h)anthracene	ND	0.010	ug/L	03/21/12		DD	8270(SIM)
Fluoranthene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Fluorene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Indeno(1,2,3-cd)pyrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Naphthalene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Phenanthrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Pyrene	ND	10	ug/L	03/21/12		DD	8270(SIM)
<u>QA/QC Surrogates</u>							
% 2-Fluorobiphenyl	68		%	03/21/12		DD	30 - 130 %
% Nitrobenzene-d5	82		%	03/21/12		DD	30 - 130 %
% Terphenyl-d14	67		%	03/21/12		DD	30 - 130 %

1 = This parameter is not certified by NY NELAC for this matrix. NY NELAC does not offer certification for all parameters.

Comments:

If there are any questions regarding this data, please call Phoenix Client Services at extension 200.
 ND=Not detected BDL=Below Detection Level RL=Reporting Level

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 Phyllis Shiller, Laboratory Director
 March 25, 2012



Environmental Laboratories, Inc.
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045
 Tel. (860) 645-1102 Fax (860) 645-0823



Analysis Report

March 25, 2012

FOR: Attn: Mr. Frank Bartolomeo
 CT Dept. of Env. Protection
 79 Elm Street
 Hartford, CT 06106-5127

Sample Information

Matrix: SOLID
 Location Code: CT-DEP2
 Rush Request: Standard
 P.O.#: 34173

Custody Information

Collected by:
 Received by: SW
 Analyzed by: see "By" below

Date	Time
03/16/12	10:00
03/19/12	14:55

Laboratory Data

Project ID: SEYMOUR-TINGUE DAM
 Client ID: GP-207 AT 8-9 FT

SDG ID: GBB55250
 Phoenix ID: BB55261

Parameter	Result	RL	Units	Date	Time	By	Reference
Silver	< 0.40	0.40	mg/Kg	03/20/12		LK	6010/200.7
Arsenic	< 0.81	0.81	mg/Kg	03/20/12		LK	6010/200.7
Barium	16.1	0.40	mg/Kg	03/20/12		LK	6010/200.7
Beryllium	< 0.32	0.32	mg/Kg	03/20/12		LK	6010/200.7
Cadmium	< 0.40	0.40	mg/Kg	03/20/12		LK	6010/200.7
Chromium	66.2	0.40	mg/Kg	03/20/12		LK	6010/200.7
Copper	161	0.40	mg/kg	03/20/12		LK	6010/200.7
Mercury	0.11	0.07	mg/Kg	03/20/12		LK	6010/200.7
Nickel	7.34	0.40	mg/Kg	03/20/12		RS	SW-7471
Lead	37.9	0.40	mg/Kg	03/20/12		LK	6010/200.7
Antimony	< 4.0	4.0	mg/Kg	03/20/12		LK	6010/200.7
Selenium	< 1.6	1.6	mg/Kg	03/20/12		LK	6010/200.7
SPLP Silver	< 0.010	0.010	mg/L	03/21/12		LK	6010/200.7
SPLP Arsenic	< 0.004	0.004	mg/L	03/22/12		EK	E1312/SW6010
SPLP Barium	0.077	0.010	mg/L	03/21/12		LK	E1312/SW6010
SPLP Beryllium	< 0.001	0.001	mg/L	03/21/12		EK	E1312/SW6010
SPLP Cadmium	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Chromium	0.442	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Copper	0.814	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Mercury	0.0007	0.0004	mg/L	03/21/12		EK	E1312/SW6010
SPLP Nickel	0.024	0.010	mg/L	03/21/12		RS	1312/SW7471
SPLP Lead	0.222	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Antimony	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Selenium	< 0.020	0.020	mg/L	03/21/12		EK	E1312/SW6010
SPLP Thallium	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Vanadium	0.023	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Zinc	0.398	0.010	mg/L	03/21/12		EK	E1312/SW6010
Thallium	< 3.6	3.6	mg/Kg	03/20/12		LK	E1312/SW6010
						LK	6010/200.7

Parameter	Result	RL	Units	Date	Time	By	Reference
Total Metals Digest	Completed						
SPLP Metals Digestion	Completed			03/19/12		B/T	SW846 - 3050
Vanadium	10.3	0.40	mg/Kg	03/21/12		X/X	SW846-3005
Zinc	96.9	0.40	mg/Kg	03/20/12		LK	6010/200.7
Percent Solid	87		%	03/20/12		LK	6010/200.7
Soil Extraction SVOA BN	Completed			03/19/12		JL	E160.3
Extraction of CT ETPH	Completed			03/19/12		BS/R	SW3545
Mercury Digestion	Completed			03/19/12		BS/F	3545
SPLP Digestion Mercury	Completed			03/20/12		X/X	SW7471
SPLP Extraction for Metals	Completed			03/21/12		X/X	E1312/SW7470
SPLP Extraction for Organics	Completed			03/19/12		X	EPA 1312
SPLP Semivolatiles (SIM) Ext.	Completed			03/19/12		X	EPA1312
				03/20/12		F/K	SW3510/3520
<u>TPH by GC (Extractable Products)</u>							
Ext. Petroleum HC	ND						
Identification	ND	11	mg/Kg	03/20/12		JRB	CT ETPH/8015
<u>QA/OC Surrogates</u>							
% n-Pentacosane	59		%	03/20/12		JRB	50 - 150 %
<u>Polynuclear Aromatic HC</u>							
2-Methylnaphthalene	ND	260	ug/Kg	03/20/12		DD	SW 8270
Acenaphthene	ND	260	ug/Kg	03/20/12		DD	SW 8270
Acenaphthylene	ND	260	ug/Kg	03/20/12		DD	SW 8270
Anthracene	ND	260	ug/Kg	03/20/12		DD	SW 8270
Benz(a)anthracene	760	260	ug/Kg	03/20/12		DD	SW 8270
Benzo(a)pyrene	650	260	ug/Kg	03/20/12		DD	SW 8270
Benzo(b)fluoranthene	780	260	ug/Kg	03/20/12		DD	SW 8270
Benzo(ghi)perylene	400	260	ug/Kg	03/20/12		DD	SW 8270
Benzo(k)fluoranthene	310	260	ug/Kg	03/20/12		DD	SW 8270
Chrysene	760	260	ug/Kg	03/20/12		DD	SW 8270
Dibenz(a,h)anthracene	ND	260	ug/Kg	03/20/12		DD	SW 8270
Fluoranthene	1400	260	ug/Kg	03/20/12		DD	SW 8270
Fluorene	ND	260	ug/Kg	03/20/12		DD	SW 8270
Indeno(1,2,3-cd)pyrene	340	260	ug/Kg	03/20/12		DD	SW 8270
Naphthalene	ND	260	ug/Kg	03/20/12		DD	SW 8270
Phenanthrene	700	260	ug/Kg	03/20/12		DD	SW 8270
Pyrene	1300	260	ug/Kg	03/20/12		DD	SW 8270
<u>QA/OC Surrogates</u>							
% 2-Fluorobiphenyl	80		%	03/20/12		DD	30 - 130 %
% Nitrobenzene-d5	75		%	03/20/12		DD	30 - 130 %
% Terphenyl-d14	68		%	03/20/12		DD	30 - 130 %
<u>SPLP Semivolatiles by SIM</u>							
2-Methylnaphthalene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Acenaphthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Acenaphthylene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Anthracene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Benz(a)anthracene	0.75	0.040	ug/L	03/21/12		DD	8270(SIM)
Benzo(a)pyrene	0.89	0.050	ug/L	03/21/12		DD	8270(SIM)
Benzo(b)fluoranthene	1.3	0.050	ug/L	03/21/12		DD	8270(SIM)
Benzo(ghi)perylene	ND	3.0	ug/L	03/21/12		DD	8270(SIM)

Parameter	Result	RL	Units	Date	Time	By	Reference
Benzo(k)fluoranthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Chrysene	0.82	0.050	ug/L	03/21/12		DD	8270(SIM)
Dibenz(a,h)anthracene	ND	0.010	ug/L	03/21/12		DD	8270(SIM)
Fluoranthene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Fluorene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Indeno(1,2,3-cd)pyrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Naphthalene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Phenanthrene	1.2	0.050	ug/L	03/21/12		DD	8270(SIM)
Pyrene	ND	10	ug/L	03/21/12		DD	8270(SIM)
<u>QA/OC Surrogates</u>							
% 2-Fluorobiphenyl	63		%	03/21/12		DD	30 - 130 %
% Nitrobenzene-d5	71		%	03/21/12		DD	30 - 130 %
% Terphenyl-d14	121		%	03/21/12		DD	30 - 130 %

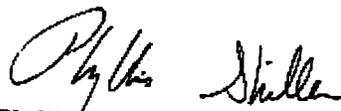
1 = This parameter is not certified by NY NELAC for this matrix. NY NELAC does not offer certification for all parameters.

Comments:

If there are any questions regarding this data, please call Phoenix Client Services at extension 200.

ND=Not detected BDL=Below Detection Level RL=Reporting Level

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Phyllis Shiller, Laboratory Director
 March 25, 2012



Environmental Laboratories, Inc.
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045
 Tel. (860) 645-1102 Fax (860) 645-0823



Analysis Report
 March 25, 2012

FOR: Attn: Mr. Frank Bartolomeo
 CT Dept. of Env. Protection
 79 Elm Street
 Hartford, CT 06106-5127

Sample Information

Matrix: SOLID
 Location Code: CT-DEP2
 Rush Request: Standard
 P.O.#: 34173

Custody Information

Collected by:
 Received by: SW
 Analyzed by: see "By" below

Date Time
 03/16/12 10:25
 03/19/12 14:55

Laboratory Data

SDG ID: GBB55250
 Phoenix ID: BB55262

Project ID: SEYMOUR-TINGUE DAM
 Client ID: GP-206 AT 1-2 FT

Parameter	Result	RL	Units	Date	Time	By	Reference
Silver	< 0.33	0.33	mg/Kg	03/20/12		EK	6010/200.7
Arsenic	1.34	0.65	mg/Kg	03/20/12		EK	6010/200.7
Barium	59.7	0.33	mg/Kg	03/20/12		EK	6010/200.7
Beryllium	0.29	0.26	mg/Kg	03/20/12		EK	6010/200.7
Cadmium	< 0.33	0.33	mg/Kg	03/20/12		EK	6010/200.7
Chromium	30.6	0.33	mg/Kg	03/20/12		EK	6010/200.7
Copper	174	0.33	mg/Kg	03/20/12		EK	6010/200.7
Mercury	0.23	0.33	mg/kg	03/20/12		EK	6010/200.7
Nickel	12.2	0.07	mg/Kg	03/20/12		RS	SW-7471
Lead	129	0.33	mg/Kg	03/20/12		EK	6010/200.7
Antimony	< 3.3	0.33	mg/Kg	03/20/12		EK	6010/200.7
Selenium	< 1.3	3.3	mg/Kg	03/20/12		EK	6010/200.7
SPLP Silver	< 0.010	1.3	mg/Kg	03/20/12		EK	6010/200.7
SPLP Arsenic	0.006	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Barium	0.095	0.004	mg/L	03/22/12		LK	E1312/SW6010
SPLP Beryllium	< 0.001	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Cadmium	< 0.005	0.001	mg/L	03/21/12		EK	E1312/SW6010
SPLP Chromium	0.057	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Copper	0.229	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Mercury	0.0006	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Nickel	0.014	0.0004	mg/L	03/21/12		RS	1312/SW7471
SPLP Lead	0.181	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Antimony	< 0.005	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Selenium	< 0.020	0.005	mg/L	03/22/12		LK	E1312/SW6010
SPLP Thallium	< 0.005	0.020	mg/L	03/21/12		EK	E1312/SW6010
SPLP Vanadium	0.023	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Zinc	0.213	0.010	mg/L	03/21/12		EK	E1312/SW6010
Thallium	< 2.9	0.010	mg/L	03/21/12		LK	E1312/SW6010
		2.9	mg/Kg	03/20/12		EK	6010/200.7

Parameter	Result	RL	Units	Date	Time	By	Reference
Total Metals Digest	Completed			03/19/12		B/T	SW846 - 3050
SPLP Metals Digestion	Completed			03/21/12		X/X	SW846-3005
Vanadium	22.4	0.33	mg/Kg	03/20/12		EK	6010/200.7
Zinc	148	0.33	mg/Kg	03/20/12		EK	6010/200.7
Percent Solid	91		%	03/19/12		JL	E160.3
Soil Extraction SVOA BN	Completed			03/19/12		BS/R	SW3545
Extraction of CT ETPH	Completed			03/19/12		BS/F	3545
Mercury Digestion	Completed			03/20/12		X/X	SW7471
SPLP Digestion Mercury	Completed			03/21/12		X/X	E1312/SW7470
SPLP Extraction for Metals	Completed			03/19/12		X	EPA 1312
SPLP Extraction for Organics	Completed			03/19/12		X	EPA1312
SPLP Semivolatiles (SIM) Ext.	Completed			03/20/12		F/K	SW3510/3520
<u>TPH by GC (Extractable Products)</u>							
Ext. Petroleum HC	ND	11	mg/Kg	03/20/12		JRB	CT ETPH/8015
Identification	ND		mg/Kg	03/20/12		JRB	CT ETPH/8015
<u>QA/QC Surrogates</u>							
% n-Pentacosane	88		%	03/20/12		JRB	50 - 150 %
<u>Polynuclear Aromatic HC</u>							
2-Methylnaphthalene	ND	260	ug/Kg	03/20/12		DD	SW 8270
Acenaphthene	ND	260	ug/Kg	03/20/12		DD	SW 8270
Acenaphthylene	ND	260	ug/Kg	03/20/12		DD	SW 8270
Anthracene	ND	260	ug/Kg	03/20/12		DD	SW 8270
Benz(a)anthracene	540	260	ug/Kg	03/20/12		DD	SW 8270
Benzo(a)pyrene	430	260	ug/Kg	03/20/12		DD	SW 8270
Benzo(b)fluoranthene	510	260	ug/Kg	03/20/12		DD	SW 8270
Benzo(ghi)perylene	320	260	ug/Kg	03/20/12		DD	SW 8270
Benzo(k)fluoranthene	ND	260	ug/Kg	03/20/12		DD	SW 8270
Chrysene	520	260	ug/Kg	03/20/12		DD	SW 8270
Dibenz(a,h)anthracene	ND	260	ug/Kg	03/20/12		DD	SW 8270
Fluoranthene	860	260	ug/Kg	03/20/12		DD	SW 8270
Fluorene	ND	260	ug/Kg	03/20/12		DD	SW 8270
Indeno(1,2,3-cd)pyrene	ND	260	ug/Kg	03/20/12		DD	SW 8270
Naphthalene	ND	260	ug/Kg	03/20/12		DD	SW 8270
Phenanthrene	430	260	ug/Kg	03/20/12		DD	SW 8270
Pyrene	810	260	ug/Kg	03/20/12		DD	SW 8270
<u>QA/QC Surrogates</u>							
% 2-Fluorobiphenyl	81		%	03/20/12		DD	30 - 130 %
% Nitrobenzene-d5	77		%	03/20/12		DD	30 - 130 %
% Terphenyl-d14	72		%	03/20/12		DD	30 - 130 %
<u>SPLP Semivolatiles by SIM</u>							
2-Methylnaphthalene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Acenaphthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Acenaphthylene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Anthracene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Benz(a)anthracene	ND	0.040	ug/L	03/21/12		DD	8270(SIM)
Benzo(a)pyrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Benzo(b)fluoranthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Benzo(ghi)perylene	ND	3.0	ug/L	03/21/12		DD	8270(SIM)

Project ID: SEYMOUR-TINGUE DAM
 Client ID: GP-206 AT 1-2 FT

Phoenix I.D.: BB55262

Parameter	Result	RL	Units	Date	Time	By	Reference
Benzo(k)fluoranthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Chrysene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Dibenz(a,h)anthracene	ND	0.010	ug/L	03/21/12		DD	8270(SIM)
Fluoranthene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Fluorene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Indeno(1,2,3-cd)pyrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Naphthalene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Phenanthrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Pyrene	ND	10	ug/L	03/21/12		DD	8270(SIM)
QA/QC Surrogates							
% 2-Fluorobiphenyl	70		%	03/21/12		DD	30 - 130 %
% Nitrobenzene-d5	80		%	03/21/12		DD	30 - 130 %
% Terphenyl-d14	108		%	03/21/12		DD	30 - 130 %

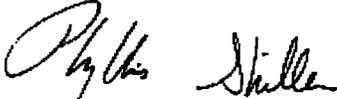
1 = This parameter is not certified by NY NELAC for this matrix. NY NELAC does not offer certification for all parameters.

Comments:

If there are any questions regarding this data, please call Phoenix Client Services at extension 200.

ND=Not detected BDL=Below Detection Level RL=Reporting Level

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 Phyllis Shiller, Laboratory Director
 March 25, 2012



Environmental Laboratories, Inc.
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045
 Tel. (860) 645-1102 Fax (860) 645-0823



Analysis Report
 March 25, 2012

FOR: Attn: Mr. Frank Bartolomeo
 CT Dept. of Env. Protection
 79 Elm Street
 Hartford, CT 06106-5127

Sample Information

Matrix: SOLID
 Location Code: CT-DEP2
 Rush Request: Standard
 P.O.#: 34173

Custody Information

Collected by:
 Received by: SW
 Analyzed by: see "By" below

Date Time
 03/16/12 10:30
 03/19/12 14:55

Laboratory Data

SDG ID: GBB55250
 Phoenix ID: BB55263

Project ID: SEYMOUR-TINGUE DAM

Client ID: GP-206 AT 5-6 FT

Parameter	Result	RL	Units	Date	Time	By	Reference
Silver	< 0.38	0.38	mg/Kg	03/20/12		EK	6010/200.7
Arsenic	0.90	0.76	mg/Kg	03/20/12		EK	6010/200.7
Barium	65.9	0.38	mg/Kg	03/20/12		EK	6010/200.7
Beryllium	0.31	0.30	mg/Kg	03/20/12		EK	6010/200.7
Cadmium	< 0.38	0.38	mg/Kg	03/20/12		EK	6010/200.7
Chromium	10.6	0.38	mg/Kg	03/20/12		EK	6010/200.7
Copper	24.7	0.38	mg/kg	03/20/12		EK	6010/200.7
Mercury	< 0.09	0.09	mg/Kg	03/20/12		RS	SW-7471
Nickel	10.8	0.38	mg/Kg	03/20/12		EK	6010/200.7
Lead	47.3	0.38	mg/Kg	03/20/12		EK	6010/200.7
Antimony	< 3.8	3.8	mg/Kg	03/20/12		EK	6010/200.7
Selenium	< 1.5	1.5	mg/Kg	03/20/12		EK	6010/200.7
SPLP Silver	< 0.010	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Arsenic	0.010	0.004	mg/L	03/22/12		LK	E1312/SW6010
SPLP Barium	0.095	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Beryllium	< 0.001	0.001	mg/L	03/21/12		EK	E1312/SW6010
SPLP Cadmium	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Chromium	0.017	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Copper	0.093	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Mercury	0.0005	0.0004	mg/L	03/21/12		RS	1312/SW7471
SPLP Nickel	0.013	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Lead	0.133	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Antimony	< 0.005	0.005	mg/L	03/22/12		LK	E1312/SW6010
SPLP Selenium	< 0.020	0.020	mg/L	03/21/12		EK	E1312/SW6010
SPLP Thallium	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Vanadium	0.022	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Zinc	0.164	0.010	mg/L	03/21/12		LK	E1312/SW6010
Thallium	< 3.4	3.4	mg/Kg	03/20/12		EK	6010/200.7

Parameter	Result	RL	Units	Date	Time	By	Reference
Total Metals Digest	Completed			03/19/12			
SPLP Metals Digestion	Completed			03/21/12		B/T	SW846 - 3050
Vanadium	17.4	0.38	mg/Kg	03/20/12		X/X	SW846-3005
Zinc	62.2	0.38	mg/Kg	03/20/12		EK	6010/200.7
Percent Solid	93		%	03/19/12		EK	6010/200.7
Soil Extraction for PCB	Completed			03/19/12		JL	E160.3
Soil Extraction SVOA BN	Completed			03/19/12		BB/F	SW3545
Extraction of CT ETPH	Completed			03/19/12		BS/R	SW3545
Mercury Digestion	Completed			03/19/12		BS/F	3545
SPLP Digestion Mercury	Completed			03/20/12		X/X	SW7471
SPLP Extraction for Metals	Completed			03/21/12		X/X	E1312/SW7470
SPLP Extraction for Organics	Completed			03/19/12		X	EPA 1312
SPLP Semivolatiles (SIM) Ext.	Completed			03/19/12		X	EPA1312
				03/20/12		F/K	SW3510/3520
<u>TPH by GC (Extractable Products)</u>							
Ext. Petroleum HC	ND	10	mg/Kg	03/20/12		JRB	CT ETPH/8015
Identification	ND		mg/Kg	03/20/12		JRB	CT ETPH/8015
<u>QA/QC Surrogates</u>							
% n-Pentacosane	71		%	03/20/12		JRB	50 - 150 %
<u>Polychlorinated Biphenyls</u>							
PCB-1016	ND	350	ug/Kg	03/20/12		KCA	SW 8082
PCB-1221	ND	350	ug/Kg	03/20/12		KCA	SW 8082
PCB-1232	ND	350	ug/Kg	03/20/12		KCA	SW 8082
PCB-1242	ND	350	ug/Kg	03/20/12		KCA	SW 8082
PCB-1248	ND	350	ug/Kg	03/20/12		KCA	SW 8082
PCB-1254	ND	350	ug/Kg	03/20/12		KCA	SW 8082
PCB-1260	ND	350	ug/Kg	03/20/12		KCA	SW 8082
PCB-1262	ND	350	ug/Kg	03/20/12		KCA	SW 8082
PCB-1268	ND	350	ug/Kg	03/20/12		KCA	SW 8082
<u>QA/QC Surrogates</u>							
% DCBP	85		%	03/20/12		KCA	30 - 150 %
% TCMX	66		%	03/20/12		KCA	30 - 150 %
<u>Polynuclear Aromatic HC</u>							
2-Methylnaphthalene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Acenaphthene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Acenaphthylene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Anthracene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Benz(a)anthracene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Benzo(a)pyrene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Benzo(b)fluoranthene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Benzo(ghi)perylene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Benzo(k)fluoranthene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Chrysene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Dibenz(a,h)anthracene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Fluoranthene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Fluorene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Indeno(1,2,3-cd)pyrene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Naphthalene	ND	250	ug/Kg	03/20/12		DD	SW 8270
Phenanthrene	ND	250	ug/Kg	03/20/12		DD	SW 8270

Parameter	Result	RL	Units	Date	Time	By	Reference
Pyrene	ND	250	ug/Kg	03/20/12		DD	SW 8270
<u>QA/QC Surrogates</u>							
% 2-Fluorobiphenyl	72		%	03/20/12		DD	30 - 130 %
% Nitrobenzene-d5	75		%	03/20/12		DD	30 - 130 %
% Terphenyl-d14	63		%	03/20/12		DD	30 - 130 %
<u>SPLP Semivolatiles by SIM</u>							
2-Methylnaphthalene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Acenaphthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Acenaphthylene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Anthracene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Benz(a)anthracene	ND	0.040	ug/L	03/21/12		DD	8270(SIM)
Benzo(a)pyrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Benzo(b)fluoranthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Benzo(ghi)perylene	ND	3.0	ug/L	03/21/12		DD	8270(SIM)
Benzo(k)fluoranthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Chrysene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Dibenz(a,h)anthracene	ND	0.010	ug/L	03/21/12		DD	8270(SIM)
Fluoranthene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Fluorene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Indeno(1,2,3-cd)pyrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Naphthalene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Phenanthrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Pyrene	ND	10	ug/L	03/21/12		DD	8270(SIM)
<u>QA/QC Surrogates</u>							
% 2-Fluorobiphenyl	72		%	03/21/12		DD	30 - 130 %
% Nitrobenzene-d5	81		%	03/21/12		DD	30 - 130 %
% Terphenyl-d14	119		%	03/21/12		DD	30 - 130 %

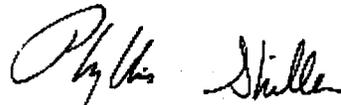
1 = This parameter is not certified by NY NELAC for this matrix. NY NELAC does not offer certification for all parameters.

Comments:

If there are any questions regarding this data, please call Phoenix Client Services at extension 200.

ND=Not detected BDL=Below Detection Level RL=Reporting Level

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 Phyllis Shiller, Laboratory Director
 March 25, 2012



Environmental Laboratories, Inc.
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045
 Tel. (860) 645-1102 Fax (860) 645-0823



Analysis Report
 March 25, 2012

FOR: Attn: Mr. Frank Bartolomeo
 CT Dept. of Env. Protection
 79 Elm Street
 Hartford, CT 06106-5127

Sample Information

Matrix: SOLID
 Location Code: CT-DEP2
 Rush Request: Standard
 P.O.#: 34173

Custody Information

Collected by:
 Received by: SW
 Analyzed by: see "By" below

Date Time
 03/16/12 10:45
 03/19/12 14:55

Laboratory Data

SDG ID: GBB55250
 Phoenix ID: BB55264

Project ID: SEYMOUR-TINGUE DAM

Client ID: GP-206 AT 8.5-9.5 FT

Parameter	Result	RL	Units	Date	Time	By	Reference
Silver	0.55	0.41	mg/Kg	03/20/12		EK	6010/200.7
Arsenic	10.1	0.81	mg/Kg	03/20/12		EK	6010/200.7
Barium	76.2	0.41	mg/Kg	03/20/12		EK	6010/200.7
Beryllium	0.36	0.32	mg/Kg	03/20/12		EK	6010/200.7
Cadmium	1.56	0.41	mg/Kg	03/20/12		EK	6010/200.7
Chromium	46.6	0.41	mg/Kg	03/20/12		EK	6010/200.7
Copper	570	4.1	mg/kg	03/21/12		LK	6010/200.7
Mercury	0.83	0.08	mg/Kg	03/20/12		RS	SW-7471
Nickel	22.6	0.41	mg/Kg	03/20/12		EK	6010/200.7
Lead	147	0.41	mg/Kg	03/20/12		EK	6010/200.7
Antimony	< 4.1	4.1	mg/Kg	03/20/12		EK	6010/200.7
Selenium	< 1.6	1.6	mg/Kg	03/20/12		EK	6010/200.7
SPLP Silver	< 0.010	0.010	mg/L	03/21/12		EK	6010/200.7
SPLP Arsenic	0.028	0.004	mg/L	03/22/12		EK	E1312/SW6010
SPLP Barium	0.033	0.010	mg/L	03/21/12		LK	E1312/SW6010
SPLP Beryllium	< 0.001	0.001	mg/L	03/21/12		EK	E1312/SW6010
SPLP Cadmium	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Chromium	0.038	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Copper	0.375	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Mercury	0.0008	0.0004	mg/L	03/21/12		EK	E1312/SW6010
SPLP Nickel	0.014	0.010	mg/L	03/21/12		RS	1312/SW7471
SPLP Lead	0.094	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Antimony	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Selenium	< 0.020	0.020	mg/L	03/21/12		EK	E1312/SW6010
SPLP Thallium	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Vanadium	0.021	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Zinc	0.439	0.010	mg/L	03/21/12		EK	E1312/SW6010
Thallium	< 3.7	3.7	mg/Kg	03/20/12		LK	E1312/SW6010
						EK	6010/200.7

Parameter	Result	RL	Units	Date	Time	By	Reference
Total Metals Digest	Completed			03/19/12		B/T	SW846 - 3050
SPLP Metals Digestion	Completed			03/21/12		X/X	SW846-3005
Vanadium	21.3	0.41	mg/Kg	03/20/12		EK	6010/200.7
Zinc	659	4.1	mg/Kg	03/21/12		LK	6010/200.7
Percent Solid	80		%	03/19/12		JL	E160.3
Soil Extraction SVOA BN	Completed			03/19/12		BS/R	SW3545
Extraction of CT ETPH	Completed			03/19/12		BS/F	3545
Mercury Digestion	Completed			03/20/12		X/X	SW7471
SPLP Digestion Mercury	Completed			03/21/12		X/X	E1312/SW7470
SPLP Extraction for Metals	Completed			03/19/12		X	EPA 1312
SPLP Extraction for Organics	Completed			03/19/12		X	EPA1312
SPLP Semivolatiles (SIM) Ext.	Completed			03/20/12		F/K	SW3510/3520
<u>TPH by GC (Extractable Products)</u>							
Ext. Petroleum HC	ND	12	mg/Kg	03/20/12		JRB	CT ETPH/8015
Identification	ND		mg/Kg	03/20/12		JRB	CT ETPH/8015
<u>QA/OC Surrogates</u>							
% n-Pentacosane	81		%	03/20/12		JRB	50 - 150 %
<u>Polynuclear Aromatic HC</u>							
2-Methylnaphthalene	ND	290	ug/Kg	03/20/12		DD	SW 8270
Acenaphthene	ND	290	ug/Kg	03/20/12		DD	SW 8270
Acenaphthylene	ND	290	ug/Kg	03/20/12		DD	SW 8270
Anthracene	ND	290	ug/Kg	03/20/12		DD	SW 8270
Benz(a)anthracene	ND	290	ug/Kg	03/20/12		DD	SW 8270
Benzo(a)pyrene	ND	290	ug/Kg	03/20/12		DD	SW 8270
Benzo(b)fluoranthene	ND	290	ug/Kg	03/20/12		DD	SW 8270
Benzo(ghi)perylene	ND	290	ug/Kg	03/20/12		DD	SW 8270
Benzo(k)fluoranthene	ND	290	ug/Kg	03/20/12		DD	SW 8270
Chrysene	ND	290	ug/Kg	03/20/12		DD	SW 8270
Dibenz(a,h)anthracene	ND	290	ug/Kg	03/20/12		DD	SW 8270
Fluoranthene	330	290	ug/Kg	03/20/12		DD	SW 8270
Fluorene	ND	290	ug/Kg	03/20/12		DD	SW 8270
Indeno(1,2,3-cd)pyrene	ND	290	ug/Kg	03/20/12		DD	SW 8270
Naphthalene	ND	290	ug/Kg	03/20/12		DD	SW 8270
Phenanthrene	ND	290	ug/Kg	03/20/12		DD	SW 8270
Pyrene	370	290	ug/Kg	03/20/12		DD	SW 8270
<u>QA/OC Surrogates</u>							
% 2-Fluorobiphenyl	76		%	03/20/12		DD	30 - 130 %
% Nitrobenzene-d5	75		%	03/20/12		DD	30 - 130 %
% Terphenyl-d14	71		%	03/20/12		DD	30 - 130 %
<u>SPLP Semivolatiles by SIM</u>							
2-Methylnaphthalene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Acenaphthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Acenaphthylene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Anthracene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Benz(a)anthracene	ND	0.040	ug/L	03/21/12		DD	8270(SIM)
Benzo(a)pyrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Benzo(b)fluoranthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Benzo(ghi)perylene	ND	3.0	ug/L	03/21/12		DD	8270(SIM)

Parameter	Result	RL	Units	Date	Time	By	Reference
Benzo(k)fluoranthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Chrysene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Dibenz(a,h)anthracene	ND	0.010	ug/L	03/21/12		DD	8270(SIM)
Fluoranthene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Fluorene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Indeno(1,2,3-cd)pyrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Naphthalene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Phenanthrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Pyrene	ND	10	ug/L	03/21/12		DD	8270(SIM)
QA/QC Surrogates							
% 2-Fluorobiphenyl	70		%	03/21/12		DD	30 - 130 %
% Nitrobenzene-d5	82		%	03/21/12		DD	30 - 130 %
% Terphenyl-d14	107		%	03/21/12		DD	30 - 130 %

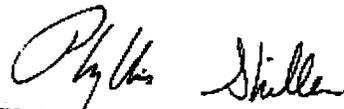
1 = This parameter is not certified by NY NELAC for this matrix. NY NELAC does not offer certification for all parameters.

Comments:

If there are any questions regarding this data, please call Phoenix Client Services at extension 200.

ND=Not detected BDL=Below Detection Level RL=Reporting Level

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Phyllis Shiller, Laboratory Director
 March 25, 2012



Environmental Laboratories, Inc.
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045
 Tel. (860) 645-1102 Fax (860) 645-0823



Analysis Report

March 25, 2012

FOR: Attn: Mr. Frank Bartolomeo
 CT Dept. of Env. Protection
 79 Elm Street
 Hartford, CT 06106-5127

Sample Information

Matrix: SOLID
 Location Code: CT-DEP2
 Rush Request: Standard
 P.O.#: 34173

Custody Information

Collected by:
 Received by: SW
 Analyzed by: see "By" below

Date Time
 03/16/12 11:00
 03/19/12 14:55

Laboratory Data

SDG ID: GBB55250
 Phoenix ID: BB55265

Project ID: SEYMOUR-TINGUE DAM

Client ID: GP-206 AT 13-14 FT

Parameter	Result	RL	Units	Date	Time	By	Reference
Silver	< 0.44	0.44	mg/Kg	03/20/12		EK	6010/200.7
Arsenic	< 0.88	0.88	mg/Kg	03/20/12		EK	6010/200.7
Barium	31.4	0.44	mg/Kg	03/20/12		EK	6010/200.7
Beryllium	< 0.35	0.35	mg/Kg	03/20/12		EK	6010/200.7
Cadmium	< 0.44	0.44	mg/Kg	03/20/12		EK	6010/200.7
Chromium	8.79	0.44	mg/Kg	03/20/12		EK	6010/200.7
Copper	8.84	0.44	mg/kg	03/20/12		EK	6010/200.7
Mercury	< 0.07	0.07	mg/Kg	03/20/12		EK	6010/200.7
Nickel	7.03	0.44	mg/Kg	03/20/12		RS	SW-7471
Lead	0.71	0.44	mg/Kg	03/20/12		EK	6010/200.7
Antimony	< 4.4	4.4	mg/Kg	03/20/12		EK	6010/200.7
Selenium	< 1.8	1.8	mg/Kg	03/20/12		EK	6010/200.7
SPLP Silver	< 0.010	0.010	mg/L	03/21/12		EK	6010/200.7
SPLP Arsenic	< 0.004	0.004	mg/L	03/21/12		EK	E1312/SW6010
SPLP Barium	0.017	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Beryllium	< 0.001	0.001	mg/L	03/21/12		EK	E1312/SW6010
SPLP Cadmium	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Chromium	< 0.010	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Copper	0.034	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Mercury	< 0.0004	0.0004	mg/L	03/21/12		EK	E1312/SW6010
SPLP Nickel	< 0.010	0.010	mg/L	03/21/12		RS	1312/SW7471
SPLP Lead	< 0.010	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Antimony	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Selenium	< 0.020	0.020	mg/L	03/22/12		LK	E1312/SW6010
SPLP Thallium	< 0.005	0.005	mg/L	03/21/12		EK	E1312/SW6010
SPLP Vanadium	0.015	0.010	mg/L	03/21/12		EK	E1312/SW6010
SPLP Zinc	0.102	0.010	mg/L	03/21/12		EK	E1312/SW6010
Thallium	< 4.0	4.0	mg/Kg	03/20/12		EK	6010/200.7

Parameter	Result	RL	Units	Date	Time	By	Reference
Total Metals Digest	Completed			03/19/12			
SPLP Metals Digestion	Completed			03/21/12		B/T	SW846 - 3050
Vanadium	17.3	0.44	mg/Kg	03/20/12		X/X	SW846-3005
Zinc	43.7	0.44	mg/Kg	03/20/12		EK	6010/200.7
Percent Solid	80		%	03/19/12		EK	6010/200.7
Soil Extraction SVOA BN	Completed			03/19/12		JL	E160.3
Extraction of CT ETPH	Completed			03/19/12		BS/R	SW3545
Mercury Digestion	Completed			03/19/12		BS/F	3545
SPLP Digestion Mercury	Completed			03/20/12		X/X	SW7471
SPLP Extraction for Metals	Completed			03/21/12		X/X	E1312/SW7470
SPLP Extraction for Organics	Completed			03/19/12		X	EPA 1312
SPLP Semivolatiles (SIM) Ext.	Completed			03/19/12		X	EPA1312
				03/20/12		F/K	SW3510/3520
<u>TPH by GC (Extractable Products)</u>							
Ext. Petroleum HC	ND	12	mg/Kg	03/20/12		JRB	CT ETPH/8015
Identification	ND		mg/Kg	03/20/12		JRB	CT ETPH/8015
<u>QA/QC Surrogates</u>							
% n-Pentacosane	75		%	03/20/12		JRB	50 - 150 %
<u>Polynuclear Aromatic HC</u>							
2-Methylnaphthalene	ND	290	ug/Kg	03/20/12		DD	SW 8270
Acenaphthene	ND	290	ug/Kg	03/20/12		DD	SW 8270
Acenaphthylene	ND	290	ug/Kg	03/20/12		DD	SW 8270
Anthracene	ND	290	ug/Kg	03/20/12		DD	SW 8270
Benz(a)anthracene	ND	290	ug/Kg	03/20/12		DD	SW 8270
Benzo(a)pyrene	ND	290	ug/Kg	03/20/12		DD	SW 8270
Benzo(b)fluoranthene	ND	290	ug/Kg	03/20/12		DD	SW 8270
Benzo(ghi)perylene	ND	290	ug/Kg	03/20/12		DD	SW 8270
Benzo(k)fluoranthene	ND	290	ug/Kg	03/20/12		DD	SW 8270
Chrysene	ND	290	ug/Kg	03/20/12		DD	SW 8270
Dibenz(a,h)anthracene	ND	290	ug/Kg	03/20/12		DD	SW 8270
Fluoranthene	ND	290	ug/Kg	03/20/12		DD	SW 8270
Fluorene	ND	290	ug/Kg	03/20/12		DD	SW 8270
Indeno(1,2,3-cd)pyrene	ND	290	ug/Kg	03/20/12		DD	SW 8270
Naphthalene	ND	290	ug/Kg	03/20/12		DD	SW 8270
Phenanthrene	ND	290	ug/Kg	03/20/12		DD	SW 8270
Pyrene	ND	290	ug/Kg	03/20/12		DD	SW 8270
<u>QA/QC Surrogates</u>							
% 2-Fluorobiphenyl	70		%	03/20/12		DD	30 - 130 %
% Nitrobenzene-d5	66		%	03/20/12		DD	30 - 130 %
% Terphenyl-d14	66		%	03/20/12		DD	30 - 130 %
<u>SPLP Semivolatiles by SIM</u>							
2-Methylnaphthalene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Acenaphthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Acenaphthylene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Anthracene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Benz(a)anthracene	ND	0.040	ug/L	03/21/12		DD	8270(SIM)
Benzo(a)pyrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Benzo(b)fluoranthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Benzo(ghi)perylene	ND	3.0	ug/L	03/21/12		DD	8270(SIM)

Parameter	Result	RL	Units	Date	Time	By	Reference
Benzo(k)fluoranthene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Chrysene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Dibenz(a,h)anthracene	ND	0.010	ug/L	03/21/12		DD	8270(SIM)
Fluoranthene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Fluorene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Indeno(1,2,3-cd)pyrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Naphthalene	ND	10	ug/L	03/21/12		DD	8270(SIM)
Phenanthrene	ND	0.050	ug/L	03/21/12		DD	8270(SIM)
Pyrene	ND	10	ug/L	03/21/12		DD	8270(SIM)
QA/QC Surrogates							
% 2-Fluorobiphenyl	71		%	03/21/12		DD	30 - 130 %
% Nitrobenzene-d5	80		%	03/21/12		DD	30 - 130 %
% Terphenyl-d14	136		%	03/21/12		DD	30 - 130 %

1 = This parameter is not certified by NY NELAC for this matrix. NY NELAC does not offer certification for all parameters.
 3 = This parameter exceeds laboratory specified limits.

Comments:

* The surrogate failed method criteria due to sample matrix interference for the semivolatile analysis. The other surrogates associated with this sample were within QA/QC criteria. No further action was necessary.

If there are any questions regarding this data, please call Phoenix Client Services at extension 200.

ND=Not detected BDL=Below Detection Level RL=Reporting Level

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Phyllis Shiller
 Phyllis Shiller, Laboratory Director
 March 25, 2012



Environmental Laboratories, Inc.
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045
 Tel. (860) 645-1102 Fax (860) 645-0823



QA/QC Report

March 25, 2012

QA/QC Data

SDG I.D.: GBB55250

Parameter	Blank	Sample Result	Dup Result	Dup RPD	LCS %	LCSD %	LCS RPD	MS %	MSD %	MS RPD	% Rec Limits	% RPD Limits
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QA/QC Batch 196399, QC Sample No: BB54424 (BB55250, BB55251, BB55252, BB55253, BB55254, BB55255, BB55256, BB55257, BB55258, BB55259, BB55260, BB55261, BB55262, BB55263, BB55264, BB55265)

ICP Metals - SPLP Extraction

Antimony	BDL	<0.005	<0.005	NC	104	104	0.0	102	102	0.0	75 - 125	20
Arsenic	BDL	<0.004	<0.004	NC	106	105	0.9	105	104	1.0	75 - 125	20
Barium	BDL	0.040	0.041	NC	105	104	1.0	104	104	0.0	75 - 125	20
Beryllium	BDL	<0.001	<0.001	NC	107	106	0.9	106	106	0.0	75 - 125	20
Cadmium	BDL	<0.005	<0.005	NC	106	106	0.0	105	105	0.0	75 - 125	20
Chromium	BDL	<0.010	<0.010	NC	105	105	0.0	105	105	0.0	75 - 125	20
Copper	BDL	0.012	0.012	NC	106	105	0.9	105	105	0.0	75 - 125	20
Lead	BDL	0.022	0.019	NC	107	106	0.9	106	106	0.0	75 - 125	20
Nickel	BDL	<0.010	<0.010	NC	106	105	0.9	106	106	0.0	75 - 125	20
Selenium	BDL	<0.020	<0.020	NC	108	107	0.9	107	107	0.0	75 - 125	20
Silver	BDL	<0.010	<0.010	NC	105	105	0.0	105	105	0.0	75 - 125	20
Thallium	BDL	<0.005	<0.005	NC	104	103	1.0	104	103	1.0	75 - 125	20
Vanadium	BDL	0.031	0.031	NC	104	103	1.0	103	103	0.0	75 - 125	20
Zinc	BDL	0.016	0.016	NC	107	106	0.9	108	109	0.9	75 - 125	20

QA/QC Batch 196476, QC Sample No: BB55250 (BB55250, BB55251, BB55252, BB55253, BB55254, BB55255, BB55256, BB55257, BB55258)

ICP Metals - Soil

Antimony	BDL	<4.0	<4.0	NC	83.8	83.5	0.4	82.9	81.8	1.3	75 - 125	30
Arsenic	BDL	5.56	4.89	12.8	98.4	98.9	0.5	93.6	92.4	1.3	75 - 125	30
Barium	BDL	74.3	66.4	11.2	103	106	2.9	99.3	104	4.6	75 - 125	30
Beryllium	BDL	0.44	0.45	NC	105	104	1.0	95.0	94.8	0.2	75 - 125	30
Cadmium	BDL	<0.40	<0.40	NC	110	109	0.9	94.3	92.8	1.6	75 - 125	30
Chromium	BDL	25.7	26.3	2.30	111	110	0.9	99.4	99.5	0.1	75 - 125	30
Copper	BDL	81.1	395	132	106	107	0.9	99.0	111	11.4	75 - 125	30
Lead	BDL	116	109	6.20	97.2	99.0	1.8	113	102	10.2	75 - 125	30
Nickel	BDL	14.2	15.0	5.50	108	107	0.9	93.1	94.2	1.2	75 - 125	30
Selenium	BDL	<1.6	<1.6	NC	93.7	96.2	2.6	91.2	90.3	1.0	75 - 125	30
Silver	BDL	<0.40	<0.40	NC	95.9	96.6	0.7	93.1	93.5	0.4	75 - 125	30
Thallium	BDL	<3.6	<3.6	NC	101	98.0	3.0	89.9	88.1	2.0	75 - 125	30
Vanadium	BDL	27.5	32.6	17.0	105	105	0.0	98.7	100	1.3	75 - 125	30
Zinc	BDL	137	143	4.30	103	103	0.0	92.9	111	17.8	75 - 125	30

QA/QC Batch 196495, QC Sample No: BB55250 (BB55250, BB55251, BB55252, BB55253, BB55254, BB55255, BB55256, BB55257, BB55258, BB55259, BB55260, BB55261, BB55262, BB55263, BB55264, BB55265)

Mercury - Soil	BDL	0.35	0.44	NC	100	94.2	6.0	115	94.6	19.5	70 - 130	30
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Comment:

Additional Mercury criteria: LCS acceptance range for waters is 80-120% and for soils is 70-130%.

QA/QC Batch 196477, QC Sample No: BB55480 (BB55259, BB55260, BB55261, BB55262, BB55263, BB55264, BB55265)

ICP Metals - Soil

Antimony	BDL	<3.7	<3.7	NC	81.2	83.7	3.0	83.7	80.7	3.6	75 - 125	30
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QA/QC Data

SDG I.D.: GBB55250

Parameter	Blank	Sample Result	Dup Result	Dup RPD	LCS %	LCSD %	LCS RPD	MS %	MSD %	MS RPD	% Rec Limits	% RPD Limits
Arsenic	BDL	<0.74	1.30	NC	92.4	96.3	4.1	91.6	91.0	0.7	75 - 125	30
Barium	BDL	43.0	36.1	17.4	95.0	103	8.1	97.8	93.2	4.8	75 - 125	30
Beryllium	BDL	0.36	0.44	NC	96.1	102	6.0	94.8	92.6	2.3	75 - 125	30
Cadmium	BDL	<0.37	<0.37	NC	98.3	107	8.5	93.0	94.2	1.3	75 - 125	30
Chromium	BDL	13.0	15.5	17.5	100	109	8.6	106	99.7	6.1	75 - 125	30
Copper	BDL	16.6	20.5	21.0	96.7	106	9.2	97.6	93.0	4.8	75 - 125	30
Lead	BDL	14.7	12.8	13.8	90.7	111	20.1	95.5	96.0	0.5	75 - 125	30
Nickel	BDL	30.8	22.7	30.3	96.1	105	8.9	92.2	84.9	8.2	75 - 125	30
Selenium	BDL	<1.5	<1.5	NC	87.3	93.5	6.9	87.6	87.4	0.2	75 - 125	30
Silver	BDL	<0.37	<0.37	NC	90.6	93.2	2.8	91.8	89.3	2.8	75 - 125	30
Thallium	BDL	<3.3	<3.4	NC	93.8	97.2	3.6	88.2	87.7	0.6	75 - 125	30
Vanadium	BDL	18.5	29.1	44.5	99.5	104	4.4	103	102	1.0	75 - 125	30
Zinc	BDL	42.2	45.2	6.90	92.6	100	7.7	96.9	92.1	5.1	75 - 125	30

QA/QC Batch 196570, QC Sample No: BB55545 (BB55250, BB55251, BB55252, BB55253, BB55254, BB55255, BB55256, BB55257, BB55258, BB55259, BB55260, BB55261, BB55262, BB55263, BB55264, BB55265)

Mercury - Water BDL <0.0002 <0.0002 NC 89.1 84.9 4.8 89.2 97.4 8.8 70 - 130 20

Comment:

Additional Mercury criteria: LCS acceptance range for waters is 80-120% and for soils is 70-130%.

r = This parameter is outside laboratory rpd specified recovery limits.



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QA/QC Report

March 25, 2012

QA/QC Data

SDG I.D.: GBB55250

Parameter	Blank	LCS %	LCSD %	LCS RPD	MS %	MSD %	MS RPD	% Rec Limits	% RPD Limits
QA/QC Batch 196360, QC Sample No: BB54979 (BB55250, BB55251, BB55252, BB55253, BB55254, BB55255, BB55256, BB55257, BB55258, BB55259, BB55260, BB55261, BB55262, BB55263, BB55264, BB55265)									
Polynuclear Aromatic HC - Solid									
2-Methylnaphthalene	ND	70	77	9.5	87	80	8.4	30 - 130	30
Acenaphthene	ND	75	82	8.9	90	88	2.2	30 - 130	30
Acenaphthylene	ND	74	78	5.3	87	84	3.5	30 - 130	30
Anthracene	ND	78	86	9.8	97	94	3.1	30 - 130	30
Benz(a)anthracene	ND	87	97	10.9	103	99	4.0	30 - 130	30
Benzo(a)pyrene	ND	74	83	11.5	92	90	2.2	30 - 130	30
Benzo(b)fluoranthene	ND	77	87	12.2	101	92	9.3	30 - 130	30
Benzo(ghi)perylene	ND	78	85	8.6	90	90	0.0	30 - 130	30
Benzo(k)fluoranthene	ND	78	85	8.6	94	92	2.2	30 - 130	30
Chrysene	ND	78	84	7.4	90	92	2.2	30 - 130	30
Dibenz(a,h)anthracene	ND	83	93	11.4	98	102	4.0	30 - 130	30
Fluoranthene	ND	82	92	11.5	99	98	1.0	30 - 130	30
Fluorene	ND	75	78	3.9	86	85	1.2	30 - 130	30
Indeno(1,2,3-cd)pyrene	ND	81	89	9.4	95	95	0.0	30 - 130	30
Naphthalene	ND	67	74	9.9	86	80	7.2	30 - 130	30
Phenanthrene	ND	83	90	8.1	103	99	4.0	30 - 130	30
Pyrene	ND	85	93	9.0	102	102	0.0	30 - 130	30
% 2-Fluorobiphenyl	69	69	77	11.0	84	81	3.6	30 - 130	30
% Nitrobenzene-d5	71	69	78	12.2	89	85	4.6	30 - 130	30
% Terphenyl-d14	62	63	69	9.1	75	74	1.3	30 - 130	30
QA/QC Batch 196359, QC Sample No: BB55023 (BB55260, BB55263)									
Polychlorinated Biphenyls - Solid									
PCB-1016	ND	89	83	7.0				40 - 140	30
PCB-1221	ND							40 - 140	30
PCB-1232	ND							40 - 140	30
PCB-1242	ND							40 - 140	30
PCB-1248	ND							40 - 140	30
PCB-1254	ND							40 - 140	30
PCB-1260	ND	75	106	34.3				40 - 140	30
PCB-1262	ND							40 - 140	30
PCB-1268	ND							40 - 140	30
% DCBP (Surrogate Rec)	76							40 - 140	30
% TCMX (Surrogate Rec)	87	69	82	17.2				30 - 150	30
Comment:		74	66	11.4				30 - 150	30

* The batch MS and MSD recoveries could not be calculated due to the presence of PCB in the unspiked sample. LCS/LCSD recoveries were within QA/QC limits.

QA/QC Batch 196547, QC Sample No: BB55250 (BB55250, BB55251, BB55252, BB55253, BB55254, BB55255, BB55256, BB55257, BB55258, BB55259, BB55260, BB55261, BB55262, BB55263, BB55264, BB55265)

Polynuclear Aromatic HC

2-Methylnaphthalene	ND	60	59	1.7				30 - 130	20
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QA/QC Data

SDG I.D.: GBB55250

Parameter	Blank	LCS %	LCSD %	LCS RPD	MS %	MSD %	MS RPD	% Rec Limits	% RPD Limits
Acenaphthene	ND	72	72	0.0				30 - 130	20
Acenaphthylene	ND	56	57	1.8				30 - 130	20
Anthracene	ND	75	75	0.0				30 - 130	20
Benz(a)anthracene	ND	82	81	1.2				30 - 130	20
Benzo(a)pyrene	ND	94	94	0.0				30 - 130	20
Benzo(b)fluoranthene	ND	100	96	4.1				30 - 130	20
Benzo(ghi)perylene	ND	66	66	0.0				30 - 130	20
Benzo(k)fluoranthene	ND	93	96	3.2				30 - 130	20
Chrysene	ND	78	79	1.3				30 - 130	20
Dibenz(a,h)anthracene	ND	74	75	1.3				30 - 130	20
Fluoranthene	ND	73	74	1.4				30 - 130	20
Fluorene	ND	76	77	1.3				30 - 130	20
Indeno(1,2,3-cd)pyrene	ND	74	75	1.3				30 - 130	20
Naphthalene	ND	59	59	0.0				30 - 130	20
Phenanthrene	ND	74	74	0.0				30 - 130	20
Pyrene	ND	76	77	1.3				30 - 130	20
% 2-Fluorobiphenyl	73	71	71	0.0				30 - 130	20
% Nitrobenzene-d5	83	67	69	2.9				30 - 130	20
% Terphenyl-d14	81	84	84	0.0				30 - 130	20
Comment:								30 - 130	20

Additional 8270 criteria: 10% of compounds can be outside of acceptance criteria as long as recovery is at least 10%

QA/QC Batch 196467, QC Sample No: BB55310 (BB55250, BB55251, BB55252, BB55253, BB55254, BB55255, BB55256, BB55257, BB55258, BB55259, BB55260, BB55261, BB55262, BB55263, BB55264, BB55265)

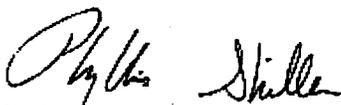
TPH by GC (Extractable Products) - Solid

Ext. Petroleum HC	ND	67	61	9.4	103	73	34.1	50 - 150	30
% n-Pentacosane	74	70	89	23.9	113	90	22.7	50 - 150	30

r = This parameter is outside laboratory rpd specified recovery limits.

If there are any questions regarding this data, please call Phoenix Client Services at extension 200.

- RPD - Relative Percent Difference
- LCS - Laboratory Control Sample
- LCSD - Laboratory Control Sample Duplicate
- MS - Matrix Spike
- MS Dup - Matrix Spike Duplicate
- NC - No Criteria


 Phyllis Shiller, Laboratory Director
 March 25, 2012

Sample Criteria Exceedences Report

GBB55250

Sample No	LocCode	Acocode	Phoenix Analyte	Criteria Units	ST	State Category	Criteria Name	Result	RL	Factored Criteria	Factored RL Criteria	Analysis Units
BB55250	CT-DEP2	SPLP-PB	SPLP Lead	mg/l	CT	Inorganic Substances	GA/GAA PMC (mg/l)**	0.051	0.010	0.015	0.015	mg/L
BB55251	CT-DEP2	\$8100SMR	Chrysene	mg/kg	CT	Semivolatile Organic Comp	GA/GAA PMC (mg/kg)	1200	270	1000	1000	ug/Kg
BB55251	CT-DEP2	\$8100SMR	Benzo(b)fluoranthene	mg/kg	CT	Semivolatile Organic Comp	GA/GAA PMC (mg/kg)	2100	270	1000	1000	ug/Kg
BB55251	CT-DEP2	SPLP-PB	SPLP Lead	mg/l	CT	Inorganic Substances	GA/GAA PMC (mg/l)**	0.193	0.010	0.015	0.015	mg/L
BB55252	CT-DEP2	\$8100SMR	Phenanthrene	mg/kg	CT	Semivolatile Organic Comp	GA/GAA PMC (mg/kg)	9200	490	4000	4000	ug/Kg
BB55252	CT-DEP2	\$8100SMR	Fluoranthene	mg/kg	CT	Semivolatile Organic Comp	GA/GAA PMC (mg/kg)	13000	490	5600	5600	ug/Kg
BB55252	CT-DEP2	\$8100SMR	Pyrene	mg/kg	CT	Semivolatile Organic Comp	GA/GAA PMC (mg/kg)	11000	490	4000	4000	ug/Kg
BB55252	CT-DEP2	\$8100SMR	Benz(a)anthracene	mg/kg	CT	Semivolatile Organic Comp	GA/GAA PMC (mg/kg)	4700	490	1000	1000	ug/Kg
BB55252	CT-DEP2	\$8100SMR	Chrysene	mg/kg	CT	Semivolatile Organic Comp	GA/GAA PMC (mg/kg)	5000	490	1000	1000	ug/Kg
BB55252	CT-DEP2	\$8100SMR	Benzo(b)fluoranthene	mg/kg	CT	Semivolatile Organic Comp	GA/GAA PMC (mg/kg)	7600	490	1000	1000	ug/Kg
BB55252	CT-DEP2	\$8100SMR	Benzo(k)fluoranthene	mg/kg	CT	Semivolatile Organic Comp	GA/GAA PMC (mg/kg)	2400	490	1000	1000	ug/Kg
BB55252	CT-DEP2	\$8100SMR	Benzo(a)pyrene	mg/kg	CT	Semivolatile Organic Comp	GA/GAA PMC (mg/kg)	5000	490	1000	1000	ug/Kg
BB55252	CT-DEP2	SPLPHG	Indeno(1,2,3-cd)pyrene	mg/kg	CT	Semivolatile Organic Comp	GA/GAA PMC (mg/kg)	2400	490	1000	1000	ug/Kg
BB55252	CT-DEP2	SPLPHG	SPLP Mercury	mg/l	CT	Inorganic Substances	GA/GAA PMC (mg/l)**	0.0036	0.0004	0.002	0.002	mg/L
BB55252	CT-DEP2	SPLP-PB	SPLP Lead	mg/l	CT	Inorganic Substances	GA/GAA PMC (mg/l)**	0.551	0.010	0.015	0.015	mg/L
BB55253	CT-DEP2	SPLP-PB	SPLP Lead	mg/l	CT	Inorganic Substances	GA/GAA PMC (mg/l)**	0.019	0.010	0.015	0.015	mg/L
BB55255	CT-DEP2	SPLP-PB	SPLP Lead	mg/l	CT	Inorganic Substances	GA/GAA PMC (mg/l)**	0.061	0.010	0.015	0.015	mg/L
BB55256	CT-DEP2	SPLP-PB	SPLP Lead	mg/l	CT	Inorganic Substances	GA/GAA PMC (mg/l)**	0.108	0.010	0.015	0.015	mg/L
BB55257	CT-DEP2	SPLP-AS	SPLP Arsenic	mg/l	CT	Inorganic Substances	GA/GAA PMC (mg/l)**	0.018	0.004	0.01	0.01	mg/L
BB55257	CT-DEP2	SPLP-CD	SPLP Cadmium	mg/l	CT	Inorganic Substances	GA/GAA PMC (mg/l)**	0.006	0.005	0.005	0.005	mg/L
BB55257	CT-DEP2	SPLP-CR	SPLP Chromium	mg/l	CT	Inorganic Substances	GA/GAA PMC (mg/l)**	0.617	0.010	0.05	0.05	mg/L
BB55257	CT-DEP2	SPLPHG	SPLP Mercury	mg/l	CT	Inorganic Substances	GA/GAA PMC (mg/l)**	0.0022	0.0004	0.002	0.002	mg/L
BB55257	CT-DEP2	SPLP-PB	SPLP Lead	mg/l	CT	Inorganic Substances	GA/GAA PMC (mg/l)**	0.521	0.010	0.015	0.015	mg/L
BB55257	CT-DEP2	SPLP-SB	SPLP Antimony	mg/l	CT	Inorganic Substances	GA/GAA PMC (mg/l)**	0.010	0.005	0.006	0.006	mg/L
BB55257	CT-DEP2	SPLP-V	SPLP Vanadium	mg/l	CT	Inorganic Substances	GA/GAA PMC (mg/l)**	0.067	0.010	0.05	0.05	mg/L
BB55258	CT-DEP2	SPLP-AS	SPLP Arsenic	mg/l	CT	Inorganic Substances	GA/GAA PMC (mg/l)**	0.022	0.004	0.01	0.01	mg/L
BB55258	CT-DEP2	SPLP-CR	SPLP Chromium	mg/l	CT	Inorganic Substances	GA/GAA PMC (mg/l)**	1.75	0.050	0.05	0.05	mg/L
BB55258	CT-DEP2	SPLPHG	SPLP Mercury	mg/l	CT	Inorganic Substances	GA/GAA PMC (mg/l)**	0.0030	0.0004	0.002	0.002	mg/L
BB55258	CT-DEP2	SPLP-PB	SPLP Lead	mg/l	CT	Inorganic Substances	GA/GAA PMC (mg/l)**	0.914	0.010	0.015	0.015	mg/L
BB55258	CT-DEP2	SPLP-SB	SPLP Antimony	mg/l	CT	Inorganic Substances	GA/GAA PMC (mg/l)**	0.040	0.005	0.006	0.006	mg/L
BB55258	CT-DEP2	SPLP-V	SPLP Vanadium	mg/l	CT	Inorganic Substances	GA/GAA PMC (mg/l)**	0.056	0.010	0.05	0.05	mg/L
BB55259	CT-DEP2	SPLP-PB	SPLP Lead	mg/l	CT	Inorganic Substances	GA/GAA PMC (mg/l)**	0.527	0.010	0.015	0.015	mg/L
BB55260	CT-DEP2	SPLP-AS	SPLP Arsenic	mg/l	CT	Inorganic Substances	GA/GAA PMC (mg/l)**	0.012	0.004	0.01	0.01	mg/L

Sample Criteria Exceedences Report

GBB55250

SampNo	LocCode	Acode	Phoenix Analyte	Criteria Units	ST	State Category	Criteria Name	Result	RL	Factored Criteria	Factored RL Criteria	Analysis Units
BB55260	CT-DEP2	SPLP-PB	SPLP Lead	mg/l	CT	Inorganic Substances	GA/GAA PMC (mg/l)**	0.403	0.010	0.015	0.015	mg/L
BB55261	CT-DEP2	SPLP-CR	SPLP Chromium	mg/l	CT	Inorganic Substances	GA/GAA PMC (mg/l)**	0.442	0.010	0.05	0.05	mg/L
BB55261	CT-DEP2	SPLP-PB	SPLP Lead	mg/l	CT	Inorganic Substances	GA/GAA PMC (mg/l)**	0.222	0.010	0.015	0.015	mg/L
BB55262	CT-DEP2	SPLP-CR	SPLP Chromium	mg/l	CT	Inorganic Substances	GA/GAA PMC (mg/l)**	0.057	0.010	0.05	0.05	mg/L
BB55262	CT-DEP2	SPLP-PB	SPLP Lead	mg/l	CT	Inorganic Substances	GA/GAA PMC (mg/l)**	0.181	0.010	0.015	0.015	mg/L
BB55263	CT-DEP2	SPLP-PB	SPLP Lead	mg/l	CT	Inorganic Substances	GA/GAA PMC (mg/l)**	0.133	0.010	0.015	0.015	mg/L
BB55264	CT-DEP2	SPLP-AS	SPLP Arsenic	mg/l	CT	Inorganic Substances	GA/GAA PMC (mg/l)**	0.028	0.004	0.01	0.01	mg/L
BB55264	CT-DEP2	SPLP-PB	SPLP Lead	mg/l	CT	Inorganic Substances	GA/GAA PMC (mg/l)**	0.094	0.010	0.015	0.015	mg/L

Phoenix Laboratories does not assume responsibility for the data contained in this report. It is provided as an additional tool to identify requested criteria exceedences. All efforts are made to ensure the accuracy of the data (obtained from appropriate agencies). A lack of exceedence information does not necessarily suggest conformance to the criteria. It is ultimately the site professional's responsibility to determine appropriate compliance.

Reasonable Confidence Protocol Laboratory Analysis QA/QC Certification Form

Laboratory Name: Phoenix Environmental Labs, Inc. **Client:** CT-DEP2

Project Location: SEYMOUR-TINGUE DAM **Project Number:**

Laboratory Sample ID(s): BB55250, BB55251, BB55252, BB55253, BB55254, BB55255, BB55256, BB55257, BB55258, BB55259, BB55260, BB55261, BB55262, BB55263, BB55264, BB55265

Sampling Date(s): 3/16/2012, 3/19/2012

RCP Methods Used:

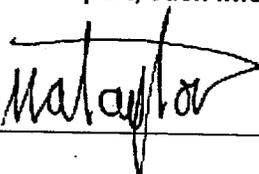
1311/1312 6010 7000 7196 7470/7471 8081 EPH TO15
 8082 8151 8260 8270 ETPH 9010/9012 VPH

1.	For each analytical method referenced in this laboratory report package, were all specified QA/QC performance criteria followed, including the requirement to explain any criteria falling outside of acceptable guidelines, as specified in the CT DEP method-specific Reasonable Confidence Protocol documents?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
1a.	Were the method specified preservation and holding time requirements met?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
1b.	EPH and VPH methods only: Was the VPH or EPH method conducted without significant modifications (see section 11.3 of respective RCP methods)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA
2.	Were all samples received by the laboratory in a condition consistent with that described on the associated Chain-of-Custody document(s)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3.	Were samples received at an appropriate temperature (< 6 Degrees C)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
4.	Were all QA/QC performance criteria specified in the Reasonable Confidence Protocol documents achieved?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5a.	Were reporting limits specified or referenced on the chain-of-custody?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5b.	Were these reporting limits met?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
6.	For each analytical method referenced in this laboratory report package, were results reported for all constituents identified in the method-specific analyte lists presented in the Reasonable Confidence Protocol documents?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA
7.	Are project-specific matrix spikes and laboratory duplicates included in the data set?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA

Note: For all questions to which the response was "No" (with the exception of question #5a, #7), additional information must be provided in an attached narrative. If the answer to question #1, #1A or 1B is "No", the data package does not meet the requirements for "Reasonable Confidence".

I, the undersigned, attest under the pains and penalties of perjury that, to the best of my knowledge and belief and based upon my personal inquiry of those responsible for providing the information contained in this analytical report, such information is accurate and complete.

Authorized
Signature:



Date: Sunday, March 25, 2012

Printed Name: Maryam Taylor

Position: Project Manager



Environmental Laboratories, Inc.
587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045
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RCP Certification Report

March 25, 2012

SDG I.D.: GBB55250

8270 Semi-volatile Organics:

Only the PAH constituents are reported as requested on the chain-of-custody.

8270 Semi-volatile Organics SPLP:

Only the PAH constituents are reported as requested on the chain-of-custody. In order to achieve the requested reporting levels for the target compounds, the sample was extracted and analyzed via 8270 selective ion monitoring (SIM).

ETPH Narration

Were all QA/QC performance criteria specified in the Reasonable Confidence Protocol documents achieved? Yes.

Instrument: Au-fid1 03/21/12-2 (BB55250, BB55252)

Initial Calibration (FID1 - ETPH_1) - The initial calibration curve was within method criteria and had a %RSD less than 30%.

The daily continuing calibration standard was within method criteria of +/- 30% RSD.

As per section 7.2.3, a discrimination check standard was run and contained the following outliers: None

Printed Name Jeff Bucko
Position: Chemist
Date: 3/21/2012

Instrument: Aufid3 03/20/12-2 (BB55251, BB55253, BB55254, BB55255, BB55256, BB55257, BB55258, BB55259)

Initial Calibration (AU-FID3 - ETPH_1) - The initial calibration curve was within method criteria and had a %RSD less than 30%.

The daily continuing calibration standard was within method criteria of +/- 30% RSD.

As per section 7.2.3, a discrimination check standard was run and contained the following outliers:C30

Printed Name Jeff Bucko
Position: Chemist
Date: 3/20/2012

Instrument: Au-fid84 03/20/12-1 (BB55260, BB55261, BB55262, BB55263)

Initial Calibration (FID84 - ETPH_13) - The initial calibration curve was within method criteria and had a %RSD less than 30%.

The daily continuing calibration standard was within method criteria of +/- 30% RSD.

As per section 7.2.3, a discrimination check standard was run and contained the following outliers: none



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RCP Certification Report

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SDG I.D.: GBB55250

Printed Name Jeff Bucko
Position: Chemist
Date: 3/20/2012

Instrument: Au-fid84 03/20/12-2 (BB55264, BB55265)

Initial Calibration (FID84 - ETPH_13) - The initial calibration curve was within method criteria and had a %RSD less than 30%.

The daily continuing calibration standard was within method criteria of +/- 30% RSD.

As per section 7.2.3, a discrimination check standard was run and contained the following outliers: none

Printed Name Jeff Bucko
Position: Chemist
Date: 3/20/2012

QC (Batch Specific)

----- Sample No: BB55310, QA/QC Batch: 196467 -----

All LCS recoveries were within 50 - 150 with the following exceptions: None.

All LCSD recoveries were within 50 - 150 with the following exceptions: None.

All LCS/LCSD RPDs were less than 30% with the following exceptions: None.

Mercury Narration

Were all QA/QC performance criteria specified in the Reasonable Confidence Protocol documents achieved? Yes.

Instrument: Merlin 03/21/12-1 (BB55250, BB55251, BB55252, BB55253, BB55254, BB55255, BB55256, BB55257, BB55258, BB55259, BB55260, BB55261, BB55262, BB55263, BB55264, BB55265)

The method preparation blank contains all of the acids and reagents as the samples; the instrument blanks do not.

The initial calibration met all criteria including a standard run at or below the reporting level.

All calibration verification standards (ICV, CCV) met criteria.

All calibration blank verification standards (ICB, CCB) met criteria.

The matrix spike sample is used to identify spectral interference for each batch of samples, if within 85-115%, no interference is observed and no further action is taken.

Printed Name Rick Schweitzer
Position: Chemist
Date: 3/21/2012



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RCP Certification Report

March 25, 2012

SDG I.D.: GBB55250

QC (Site Specific)

———— Sample No: BB55250, QA/QC Batch: 196495 ————

All LCS recoveries were within 70 - 130 with the following exceptions: None.

All LCSD recoveries were within 70 - 130 with the following exceptions: None.

All LCS/LCSD RPDs were less than 30% with the following exceptions: None.

All MS recoveries were within 75 - 125 with the following exceptions: None.

All MSD recoveries were within 75 - 125 with the following exceptions: None.

All MS/MSD RPDs were less than 30% with the following exceptions: None.

A matrix effect is suspected when a MS/MSD recovery is outside of criteria. No further action is required if LCS/LCSD compounds are within criteria.

QC (Batch Specific)

———— Sample No: BB55545, QA/QC Batch: 196570 ————

All LCS recoveries were within 70 - 130 with the following exceptions: None.

All LCSD recoveries were within 70 - 130 with the following exceptions: None.

All LCS/LCSD RPDs were less than 20% with the following exceptions: None.

Additional Mercury criteria: LCS acceptance range for waters is 80-120% and for soils is 70-130%.

ICP Narration

Were all QA/QC performance criteria specified in the Reasonable Confidence Protocol documents achieved? Yes.

Instrument: Icp7 03/19/12-1 (BB55250, BB55251, BB55252, BB55253, BB55254, BB55255, BB55256, BB55257, BB55258, BB55259, BB55260, BB55261)

The initial calibration met criteria.

The continuing calibration standards met criteria for all the elements reported. The linear range is defined daily by the calibration range.

The continuing calibration blanks were less than the reporting level for the elements reported.

The ICSA and ICSAB were analyzed at the beginning and end of the run and were within criteria.

Printed Name Laura Kinnin

Position: Chemist

Date: 3/19/2012

Instrument: Icp7 03/20/12-1 (BB55250, BB55251, BB55252, BB55253, BB55254, BB55255, BB55256, BB55257, BB55258, BB55259, BB55260, BB55261, BB55262, BB55263, BB55264, BB55265)

The initial calibration met criteria.



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RCP Certification Report

March 25, 2012

SDG I.D.: GBB55250

The continuing calibration standards met criteria for all the elements reported. The linear range is defined daily by the calibration range.
The continuing calibration blanks were less than the reporting level for the elements reported.
The ICSA and ICSAB were analyzed at the beginning and end of the run and were within criteria.

Printed Name Laura Kinnin
Position: Chemist
Date: 3/20/2012

Instrument: Icp7 03/21/12-1 (BB55251, BB55252, BB55254, BB55259, BB55260, BB55264)

The initial calibration met criteria.
The continuing calibration standards met criteria for all the elements reported. The linear range is defined daily by the calibration range.
The continuing calibration blanks were less than the reporting level for the elements reported.
The ICSA and ICSAB were analyzed at the beginning and end of the run and were within criteria.

Printed Name Laura Kinnin
Position: Chemist
Date: 3/21/2012

Instrument: Icp9 03/20/12-1 (BB55250, BB55251, BB55252, BB55253, BB55254, BB55255, BB55256, BB55257, BB55258, BB55259, BB55260, BB55261, BB55262, BB55263, BB55264, BB55265)

The initial calibration met criteria.
The continuing calibration standards met criteria for all the elements reported. The linear range is defined daily by the calibration range.
The continuing calibration blanks were less than the reporting level for the elements reported.
The ICSA and ICSAB were analyzed at the beginning and end of the run and were within criteria.

Printed Name Laura Kinnin
Position: Chemist
Date: 3/20/2012

Instrument: Icp9 03/21/12-1 (BB55250, BB55251, BB55252, BB55253, BB55254, BB55255, BB55256, BB55257, BB55258, BB55259, BB55260, BB55261, BB55262, BB55263, BB55264, BB55265)

The initial calibration met criteria.
The continuing calibration standards met criteria for all the elements reported. The linear range is defined daily by the calibration range.
The continuing calibration blanks were less than the reporting level for the elements reported.
The ICSA and ICSAB were analyzed at the beginning and end of the run and were within criteria.

Printed Name Laura Kinnin
Position: Chemist
Date: 3/21/2012



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RCP Certification Report

March 25, 2012

SDG I.D.: GBB55250

QC (Site Specific)

———— Sample No: BB55250, QA/QC Batch: 196476 ————

All LCS recoveries were within 75 - 125 with the following exceptions: None.

All LCSD recoveries were within 75 - 125 with the following exceptions: None.

All LCS/LCSD RPDs were less than 30% with the following exceptions: None.

All MS recoveries were within 75 - 125 with the following exceptions: None.

All MSD recoveries were within 75 - 125 with the following exceptions: None.

All MS/MSD RPDs were less than 30% with the following exceptions: None.

A matrix effect is suspected when a MS/MSD recovery is outside of criteria. No further action is required if LCS/LCSD compounds are within criteria.

QC (Batch Specific)

———— Sample No: BB54424, QA/QC Batch: 196399 ————

All LCS recoveries were within 75 - 125 with the following exceptions: None.

All LCSD recoveries were within 75 - 125 with the following exceptions: None.

All LCS/LCSD RPDs were less than 30% with the following exceptions: None.

———— Sample No: BB55480, QA/QC Batch: 196477 ————

All LCS recoveries were within 75 - 125 with the following exceptions: None.

All LCSD recoveries were within 75 - 125 with the following exceptions: None.

All LCS/LCSD RPDs were less than 30% with the following exceptions: None.

PAH Narration

Were all QA/QC performance criteria specified in the Reasonable Confidence Protocol documents achieved? Yes.

Instrument: Chem09 03/19/12-2 (BB55253, BB55254, BB55255, BB55256, BB55257, BB55258, BB55259, BB55260, BB55261, BB55262, BB55263, BB55264, BB55265)

The DDT breakdown and pentachlorophenol & benzidine peak tailing were not evaluated in the DFTPP tune.

Initial Calibration (Chem09/BN_0306)

Greater than 90% of the target compounds met calibration criteria with a RSD <20% or >0.99 correlation coefficient. The following compounds had RSDs >20% and <0.99 correlation coefficient: None

The following compounds failed to meet the minimum required response factor: None



Environmental Laboratories, Inc.
587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045
Tel. (860) 645-1102 Fax (860) 645-0823



RCP Certification Report

March 25, 2012

SDG I.D.: GBB55250

Continuing Calibration:

Greater than 80% of target compounds met continuing calibration criteria with a %D <20. The following compounds had >20% difference from the initial calibration: None.

Printed Name Damien Drobinski
Position: Chemist
Date: 3/19/2012

Instrument: Chem09 03/20/12-1 (BB55250)

The DDT breakdown and pentachlorophenol & benzidine peak tailing were not evaluated in the DFTPP tune.

Initial Calibration (Chem09/BN_0306)

Greater than 90% of the target compounds met calibration criteria with a RSD <20% or >0.99 correlation coefficient. The following compounds had RSDs >20% and <0.99 correlation coefficient: None

The following compounds failed to meet the minimum required response factor: None

Continuing Calibration:

Greater than 80% of target compounds met continuing calibration criteria with a %D <20. The following compounds had >20% difference from the initial calibration: None.

Printed Name Damien Drobinski
Position: Chemist
Date: 3/20/2012

Instrument: Chem09 03/21/12-1 (BB55252)

The DDT breakdown and pentachlorophenol & benzidine peak tailing were not evaluated in the DFTPP tune.

Initial Calibration (Chem09/BN_0306)

Greater than 90% of the target compounds met calibration criteria with a RSD <20% or >0.99 correlation coefficient. The following compounds had RSDs >20% and <0.99 correlation coefficient: None

The following compounds failed to meet the minimum required response factor: None

Continuing Calibration:

Greater than 80% of target compounds met continuing calibration criteria with a %D <20. The following compounds had >20% difference from the initial calibration: 2-Methylnaphthalene, % Terphenyl-d14

Printed Name Damien Drobinski
Position: Chemist
Date: 3/21/2012

Additional 8270 criteria: 10% of compounds can be outside of acceptance criteria as long as recovery is at least 10%. (Acid surrogates acceptance range for aqueous samples: 15-110%, for soils 30-130%)



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RCP Certification Report

March 25, 2012

SDG I.D.: GBB55250

PCB Narration

Were all QA/QC performance criteria specified in the Reasonable Confidence Protocol documents achieved? Yes.

Instrument: Au-ecd5 03/20/12-1 (BB55260, BB55263)

8082 Narration:

The initial calibration RSD for the compound list was less than 15% except for the following compounds: none

The continuing calibration standards were within acceptance criteria except for the following compounds: none

Printed Name Adam Werner
Position: Chemist
Date: 3/20/2012

QC Comments: QC Batch 96359 03/16/12 (BB55260, BB55263)

The batch MS and MSD recoveries could not be calculated due to the presence of PCB in the unspiked sample. LCS/LCSD recoveries were within QA/QC limits.

QC (Batch Specific)

----- Sample No: BB55023, QA/QC Batch: 196359 -----

All LCS recoveries were within 40 - 140 with the following exceptions: None.

All LCSD recoveries were within 40 - 140 with the following exceptions: None.

All LCS/LCSD RPDs were less than 30% with the following exceptions: PCB-1260(34.3%)

SVOA Narration

Were all QA/QC performance criteria specified in the Reasonable Confidence Protocol documents achieved? Yes.

Instrument: Chem07 03/20/12-1 (BB55251, BB55252)

The DDT breakdown and pentachlorophenol & benzidine peak tailing were not evaluated in the DFTPP tune.

Initial Calibration (Chem07/SV_0320): Greater than 90% of the target compounds met calibration criteria with a RSD <20% or >0.99 correlation coefficient. The following compounds had RSDs >20% and <0.99 correlation coefficient: 3-nitroaniline, 2,4-dinitrophenol, 4,6-dinitro-2-methylphenol

The following compounds failed to meet the minimum required response factor: 2-nitrophenol, Hexachlorobenzene, % 2,4,6-tribromophenol

Continuing Calibration:

Greater than 80% of target compounds met continuing calibration criteria with a %D <20. The following compounds had >20% difference from the initial calibration: Benzaldehyde, % Phenol-d5, Phenol, 3-Nitroaniline



Environmental Laboratories, Inc.
587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045
Tel. (860) 645-1102 Fax (860) 645-0823



RCP Certification Report

March 25, 2012

SDG I.D.: GBB55250

Printed Name Damien Drobinski
Position: Chemist
Date: 3/20/2012

Additional 8270 criteria: 10% of compounds can be outside of acceptance criteria as long as recovery is at least 10%. (Acid surrogates acceptance range for aqueous samples: 15-110%, for soils 30-130%)

SVOASIM Narration

Were all QA/QC performance criteria specified in the Reasonable Confidence Protocol documents achieved? Yes.

Instrument: Chem04 03/21/12-1 (BB55250, BB55251, BB55252, BB55253, BB55254, BB55255, BB55256, BB55257, BB55258, BB55259, BB55260, BB55261, BB55262, BB55263, BB55264, BB55265)

The DDT breakdown and pentachlorophenol & benzidine peak tailing were not evaluated in the DFTPP tune.

In the event that lower detection levels were requested, the samples may have been analyzed by selective ion monitoring (SIM) mode.

If PAH/base neutral were requested, Phoenix utilized a method that contained a shortened list, so some of the compounds in the narrative may be non-applicable.

Initial Calibration (Chem04/SIM_0229):

Greater than 90% of the target compounds met calibration criteria with a RSD <20% or >0.99 correlation coefficient. The following compounds had RSDs >20% and <0.99 correlation coefficient: Pentachlorophenol

The following compounds failed to meet the minimum required response factor: None

Continuing Calibration:

Greater than 80% of target compounds met continuing calibration criteria with a %D <20. The following compounds had >20% difference from the initial calibration: Acenaphthylene, Atrazine

Printed Name Damien Drobinski
Position: Chemist
Date: 3/21/2012

Additional 8270 criteria: 10% of compounds can be outside of acceptance criteria as long as recovery is at least 10%. (Acid surrogates acceptance range for aqueous samples: 15-110%, for soils 30-130%)

APPENDIX D

NOTICE TO CONTRACTOR - ENVIRONMENTAL INVESTIGATIONS

FOR THE STATE PROJECT AT:
TINGUE DAM FISHWAY BYPASS CHANNEL
SEYMOUR CT

NOTICE TO CONTRACTOR - ENVIRONMENTAL INVESTIGATIONS

Note that all references to environmental data pertain to the original construction of the bypass channel. No new data has been collected for the current project. The contractor shall assume that all soil to be excavated shall be considered “Controlled Material”. The contractor is advised that the soil which was removed as part of the original construction of the bypass channel was determined to be “non-hazardous” and the soil expected to be removed as part of the current project is expected to also be “non-hazardous”.

Environmental site investigations have been conducted that involved the sampling and laboratory analysis of soil from various locations and depths within the Project limits. The analytical results of these investigations indicate concentrations of total extractable petroleum hydrocarbons (ETPH), polynuclear aromatic hydrocarbons (PAHs), total and leachable metals in soil exceed Connecticut’s Remediation Standard Regulations (RSRs) applicable to the Pollutant Mobility Criteria (GA or GB), Residential Direct Exposure Criteria, and/or Industrial/Commercial Direct Exposure Criteria.

Based on these findings, all soils located within the project limits have been designated as controlled materials. The Contractor is hereby notified that controlled materials requiring special management or disposal procedures will be encountered during various construction activities conducted within the project limits. Therefore, the Contractor will be required to implement appropriate health and safety measures for all construction activities to be performed within the project limits. These measures shall include, but are not limited to, air monitoring, engineering controls, personal protective equipment and decontamination, equipment decontamination and personnel training. **WORKER HEALTH AND SAFETY PROTOCOLS WHICH ADDRESS POTENTIAL AND/OR ACTUAL RISK OF EXPOSURE TO SITE SPECIFIC HAZARDS IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.**

All excavated soils are to be reused on-site prior to maximum extent possible. All excess soils that cannot be reincorporated into the project will require off-site disposal as controlled material. The Town of Seymour or CTDEEP, as Generator(s), will provide an authorized representative to sign all manifests and waste profile documentation required by disposal facilities for disposal of contaminated sediments, timbers, concrete, water, and controlled and hazardous materials.

Definitions

Controlled Material shall be defined as all soil materials located within the project limits (excluding rock or boulders in excess of 8 inches in diameter, bituminous and concrete pavements, subbase, concrete and masonry, structures, or utilities) that contain regulated substances at concentrations exceeding numeric criteria in the Connecticut Department of Energy & Environmental Protection Remediation Standard Regulations (RSRs), extending from surface grade to the depth required for construction.

Special Handling shall mean the methods used to excavate, grade, load, move, transport, store, dispose, fill, utilize, manage, or otherwise handle a Controlled Material are such that (1) the spillage, loss, commingling, or uncontrolled deposition of such material is minimized; (2) personal exposure to contaminants present in such a material are minimized; and (3) the adverse

impacts to the community and the surrounding environment from contaminants present in such a material are minimized.

The items of the Specifications that pertain to the excavation and handling of soils and groundwater that shall be utilized by the Contractor include, but are not limited to, the following.

<u>Item No.</u>	<u>Title</u>
0101000A	– Environmental Health and Safety
0202315A	– Disposal of Controlled Materials

The available reports associated with the environmental investigations are included in the Appendices to these specifications and include:

- Limited Subsurface Investigation Report for the State Project at: Tingué Dam Fish Bypass Channel, Seymour, CT, prepared by the Connecticut Department of Environmental Protection and dated December 18, 2009.
- Laboratory report dated March 25, 2012; Phoenix Environmental Laboratories, Inc. Prepared for Connecticut Department of Environmental Protection.

APPENDIX E

CONSTRUCTION EASEMENTS

FOR THE STATE PROJECT AT:
TINGUE DAM FISHWAY BYPASS CHANNEL
SEYMOUR CT

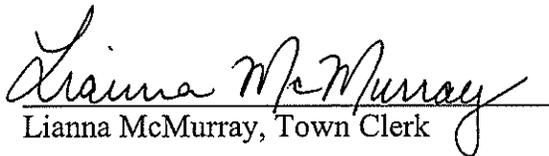
CERTIFIED RESOLUTION

I, Lianna McMurray, do hereby certify that I am the Clerk of the Town of Seymour, a municipal corporation organized and existing under the laws of Connecticut having its principal place of business at 1 First Street, Seymour, Connecticut, and that I am the keeper of the corporate records, that the following is a true and correct copy of a resolution duly adopted and ratified by the Board of Selectmen at its meeting of January 19, 2021, and that the same has not in any way been modified, repealed or rescinded, but is in full force and effect:

RESOLVED: That the Board of Selectmen of the Town of Seymour hereby authorizes Annmarie Drugonis, First Selectwoman of the Town of Seymour, to execute, on behalf of the Town of Seymour, a temporary access and construction easement with the State of Connecticut pertaining to land located adjacent to Tingué Dam in the Town of Seymour, County of New Haven and State of Connecticut in furtherance of and as may be necessary to repair the Tingué Dam.

BE IT FURTHER KNOWN that ANNMARIE DRUGONIS commenced serving as First Selectwoman and that her term of office began on October 22, 2020 and will continue until December 6, 2021. As the First Selectwoman, Annmarie Drugonis serves as the Chief Executive Officer for the Town of Seymour and is duly authorized to enter into deeds, easements, agreements and contracts on behalf of the Town of Seymour.

Dated at Seymour, Connecticut this 24th day of February, 2021.


Lianna McMurray, Town Clerk

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS, that THE TOWN OF SEYMOUR (hereinafter Grantor), a municipal corporation chartered under the laws of the State of Connecticut, for One Dollar (\$1.00) and other valuable consideration, received to its full satisfaction of the STATE OF CONNECTICUT, (hereinafter Grantee), does hereby give, grant, bargain, sell, convey and confirm unto the said STATE OF CONNECTICUT, its successors and assigns forever, a temporary construction easement as hereinafter described, under, over and across the following lands in the Town of Seymour as described on the map indicated below to wit:

Said temporary construction easement (the “Temporary Construction Easement”) is shown as “Proposed Temporary Construction Easement, Area 8,070 ± S.F., 0.185 acres” on a certain map or plan entitled “Easement Map Depicting Permanent Access Easement And Temporary Construction Easement To Be Acquired By: The State Of Connecticut From: The Town Of Seymour Wakely Street Seymour, Connecticut, Scale: 1”=20’, Dated: May 16, 2011”, surveyed and mapped by Milone and MacBroom, certified substantially correct by Robert A. Jackson, Jr., LS #11347, which map is on file in the Seymour Town Clerk’s Office. The area of the Temporary Construction Easement (the “Temporary Construction Easement Area”) being more particularly bounded and described on Schedule A which is attached hereto and made a part hereof.

Within said Temporary Construction Easement Area, Grantee, its successors and assigns, shall have the right to cut trees and bushes as may be convenient or necessary, to remove existing structures thereon, install construction fencing, to pass and repass with men and equipment, to survey, to operate equipment, and to store and stockpile construction equipment, materials and structures associated with the repair and maintenance of the existing Tingue Dam Bypass Channel.

Grantor herein for itself, its successors and assigns, reserves the right to itself, its successors and assigns, to continue to use the land within which the aforesaid easement has been granted for any uses and purposes which shall not in any way interfere with the use thereof by Grantee, its successors and assigns, in fulfilling the purpose for which this Temporary Construction Easement is granted.

Grantee agrees to restore the Temporary Construction Easement Area to a substantially similar condition as existed prior to Grantee’s use of the Temporary Construction Easement Area.

All rights granted to Grantee pursuant to this Temporary Construction Easement shall terminate on December 31, 2021 unless the same are extended in writing by Grantor.

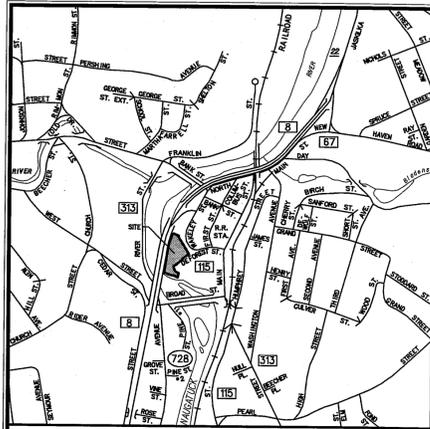
SCHEDULE A

DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT AREA

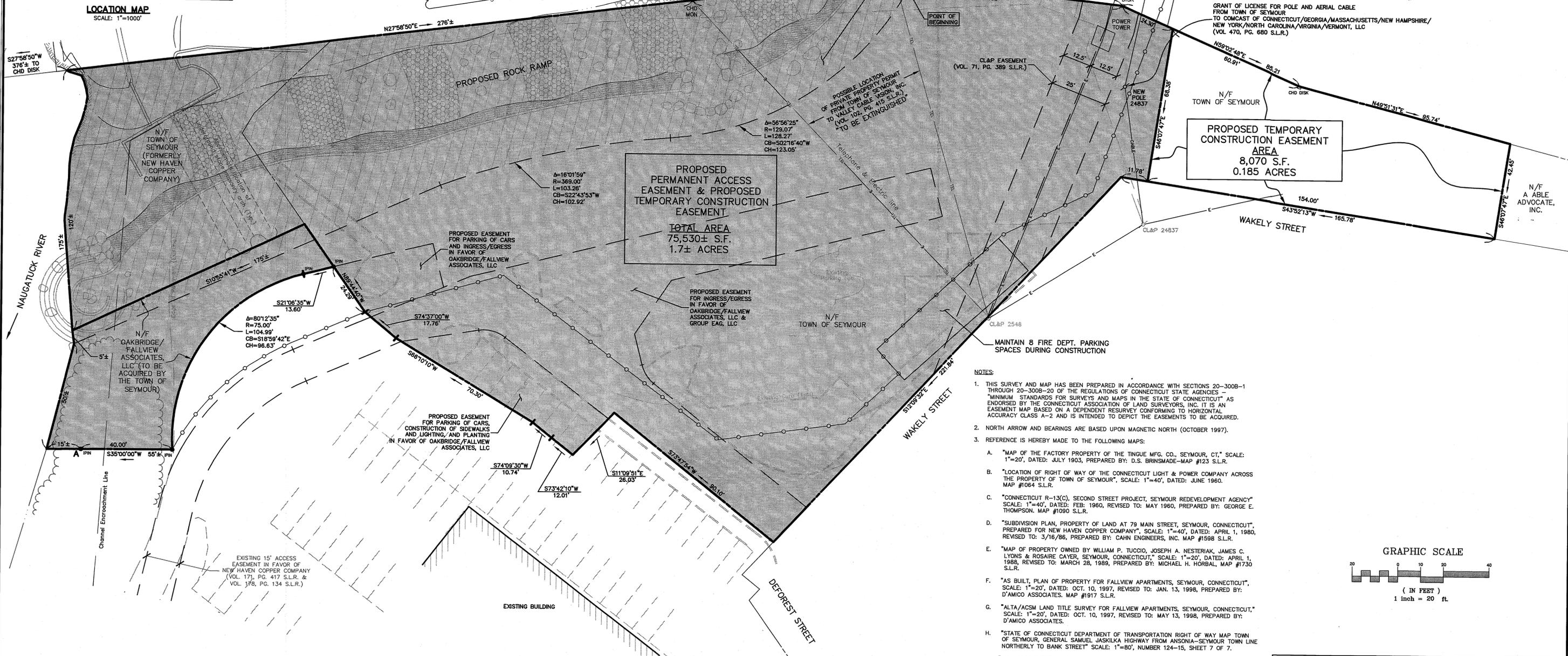
A certain temporary construction easement located on the northwesterly side of Wakely Street in the Town of Seymour, County of New Haven, State of Connecticut, said temporary construction easement being labeled, "Proposed Temporary Construction Easement Area 8,070 S.F. / 0.185 Acres" being shown on a plan entitled, "Easement Map Depicting Permanent Access Easement And Temporary Construction Easement To Be Acquired By: The State Of Connecticut From: The Town Of Seymour Wakely Street Seymour, Connecticut, Scale: 1"=20', Dated: May 16, 2011", surveyed and mapped by Milone and MacBroom, certified substantially correct by Robert A. Jackson, Jr., LS #11347, which map is on file in the Seymour Town Clerk's Office. Said temporary construction easement being more particularly described as follows:

Beginning at a point in the northwesterly line of Wakely Street, said point being the southeasterly corner of land, now or formerly, of the Town of Seymour and the northeasterly corner of other land, now or formerly, of the Town of Seymour; Thence N46°-07'-47"W, sixty eight and thirty eight hundredths (68.38) feet along said other land of the Town of Seymour to a point and the northeasterly highway line of Connecticut Route 8; Thence N59°-02'-48"E, sixty and ninety one hundredths (60.91) feet to a CHD disk; Thence N49°-51'-31"E, ninety five and seventy four hundredths (95.74) feet to a point and land, now or formerly, of A Able Advocate, Inc. The preceding two courses being bounded by the northeasterly highway line of Connecticut Route 8; Thence S46°-07'-47"E, forty two and forty five hundredths (42.45) feet along land of said A Able Advocate, Inc. to a point and the northwesterly line of Wakely Street; Thence S43°-52'-13"W, one hundred fifty four (154.00) feet along Wakely Street to the point and place of beginning.

Said proposed temporary construction easement contains 8,070 s.f. or 0.185 acres.



LOCATION MAP
SCALE: 1"=1000'

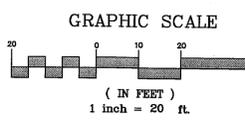


PROPOSED PERMANENT CHANNEL CONSTRUCTION & MAINTENANCE EASEMENT AREA
26,100± S.F.
0.6± ACRES

PROPOSED TEMPORARY CONSTRUCTION EASEMENT AREA
8,070 S.F.
0.185 ACRES

PROPOSED PERMANENT ACCESS EASEMENT & PROPOSED TEMPORARY CONSTRUCTION EASEMENT
TOTAL AREA
75,530± S.F.
1.7± ACRES

- NOTES:**
- THIS SURVEY AND MAP HAS BEEN PREPARED IN ACCORDANCE WITH SECTIONS 20-300B-1 THROUGH 20-300B-20 OF THE REGULATIONS OF CONNECTICUT STATE AGENCIES - "MINIMUM STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" AS ENDORSED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. IT IS AN EASEMENT MAP BASED ON A DEPENDENT RESURVEY CONFORMING TO HORIZONTAL ACCURACY CLASS A-2 AND IS INTENDED TO DEPICT THE EASEMENTS TO BE ACQUIRED.
 - NORTH ARROW AND BEARINGS ARE BASED UPON MAGNETIC NORTH (OCTOBER 1997).
 - REFERENCE IS HEREBY MADE TO THE FOLLOWING MAPS:
 - A. "MAP OF THE FACTORY PROPERTY OF THE TINGUE MFG. CO., SEYMOUR, CT," SCALE: 1"=20', DATED: JULY 1903, PREPARED BY: D.S. BRINSMADE-MAP #123 S.L.R.
 - B. "LOCATION OF RIGHT OF WAY OF THE CONNECTICUT LIGHT & POWER COMPANY ACROSS THE PROPERTY OF TOWN OF SEYMOUR," SCALE: 1"=40', DATED: JUNE 1960, MAP #1064 S.L.R.
 - C. "CONNECTICUT R-13(C), SECOND STREET PROJECT, SEYMOUR REDEVELOPMENT AGENCY" SCALE: 1"=40', DATED: FEB. 1960, REVISED TO: MAY 1960, PREPARED BY: GEORGE E. THOMPSON, MAP #1090 S.L.R.
 - D. "SUBDIVISION PLAN, PROPERTY OF LAND AT 79 MAIN STREET, SEYMOUR, CONNECTICUT", PREPARED FOR NEW HAVEN COPPER COMPANY", SCALE: 1"=40', DATED: APRIL 1, 1980, REVISED TO: 3/16/86, PREPARED BY: CAHN ENGINEERS, INC. MAP #1598 S.L.R.
 - E. "MAP OF PROPERTY OWNED BY WILLIAM P. TUCCIO, JOSEPH A. NESTERIAK, JAMES C. LYONS & ROSAIRE CAYER, SEYMOUR, CONNECTICUT," SCALE: 1"=20', DATED: APRIL 1, 1988, REVISED TO: MARCH 28, 1989, PREPARED BY: MICHAEL H. HORBAL, MAP #1730 S.L.R.
 - F. "AS BUILT, PLAN OF PROPERTY FOR FALLVIEW APARTMENTS, SEYMOUR, CONNECTICUT", SCALE: 1"=20', DATED: OCT. 10, 1997, REVISED TO: JAN. 13, 1998, PREPARED BY: D'AMICO ASSOCIATES, MAP #1917 S.L.R.
 - G. "ALTA/ACSM LAND TITLE SURVEY FOR FALLVIEW APARTMENTS, SEYMOUR, CONNECTICUT," SCALE: 1"=20', DATED: OCT. 10, 1997, REVISED TO: MAY 13, 1998, PREPARED BY: D'AMICO ASSOCIATES.
 - H. "STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP TOWN OF SEYMOUR, GENERAL SAMUEL JASKILKA HIGHWAY FROM ANSONIA-SEYMOUR TOWN LINE NORTHERLY TO BANK STREET" SCALE: 1"=80', NUMBER 124-15, SHEET 7 OF 7.
 - I. "BOUNDARY SURVEY, ALTA/ACSM LAND TITLE SURVEY, PARCELS A-1, A-3 & B, DEFOREST STREET & MAIN STREET, SEYMOUR, CONNECTICUT," SCALE: 1"=40', DATED: MAY 2001, PREPARED BY: URS CORPORATION, MAP #2030 S.L.R.
 - J. "PROPERTY SURVEY PREPARED FOR STEVEN B. BROCKLEHURST D.V.M., WAKELY STREET, SEYMOUR, CONNECTICUT," SCALE: 1"=10', DATED: 10/7/99, REVISED TO: 1/15/03, PREPARED BY: MICHAEL H. HORBAL, MAP #2070 S.L.R.
 - K. "PROPERTY SURVEY SHOWING THE LAND TO BE ACQUIRED BY THE STATE OF CONNECTICUT DEPARTMENT OF ENVIRONMENTAL PROTECTION FROM THE NEW HAVEN COPPER COMPANY, SEYMOUR, CONNECTICUT," SCALE: 1"=20', DATED: SEPTEMBER 27, 2000, PREPARED BY: MILONE & MACBROOM, INC. MAP #2231 S.L.R.
 - L. "PROPERTY SURVEY DEPICTING LAND TO BE ACQUIRED BY: THE TOWN OF SEYMOUR FROM: OAKBRIDGE/FALLVIEW ASSOCIATES, LLC, SEYMOUR, CONNECTICUT" SCALE: 1"=20', DATED: JANUARY 12, 2010, REVISED TO: 5/25/10 PREPARED BY: MILONE & MACBROOM, INC.
 - M. "EASEMENT MAP, DEPICTING EASEMENTS TO BE ACQUIRED BY: OAKBRIDGE/FALLVIEW ASSOCIATES, LLC & GROUP EAG, LLC, FROM: THE TOWN OF SEYMOUR, WAKELY STREET, SEYMOUR, CONNECTICUT," SCALE: 1"=20', DATED: JULY 2, 2010, PREPARED BY: MILONE & MACBROOM, INC.
 - TIE LINE FROM A TO B = N01°59'44"W 333.32'



TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT, AS NOTED HEREON.

Robert A. Jackson
ROBERT A. JACKSON, L.S. #11347

MAP IS NOT VALID WITHOUT A LIVE SIGNATURE AND EMBOSSED SEAL.

LEGEND

- STREET LINE
- PROPERTY LINE
- - - EASEMENT LINE
- WATERCOURSE
- TREELINE
- UTILITY POLE
- EXISTING CONNECTICUT HIGHWAY DEPARTMENT MONUMENT
- IRON PIN TO BE SET

EASEMENT MAP

DEPICTING PERMANENT ACCESS EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT TO BE ACQUIRED BY: THE STATE OF CONNECTICUT FROM: THE TOWN OF SEYMOUR WAKELY STREET SEYMOUR, CONNECTICUT

DESIGNED	TJP	MFM	1108-30
DRAWN	CHECKED		PROJECT NO.
SCALE	1"=20'		 99 Realty Drive Cheshire, Connecticut 06410 (203) 271-1773 Fax (203) 272-9733 www.MiloneandMacBroom.com
DATE	MAY 16, 2011		
			SHEET NO.

APPENDIX F

PERMITS

FOR THE STATE PROJECT AT:
TINGUE DAM FISHWAY BYPASS CHANNEL
SEYMOUR CT



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
NEW ENGLAND DISTRICT, CORPS OF ENGINEERS
696 VIRGINIA ROAD
CONCORD, MASSACHUSETTS 01742-2751

24 February 2021

Regulatory Division
File Number: NAE-2021-00454

Charles Lee
CT DEEP Water Planning Management Division
79 Elm Street
Hartford, CT 06106

Dear Mr. Lee:

PROPOSED WORK/LOCATION: Construction of 4 rock weirs to assist fish passage, Seymour, CT.

We have reviewed your proposal to perform work within Corps of Engineers jurisdiction. We have assigned this file number **NAE-2021-00454**. Please reference this number in any future correspondence with us.

Since your project may have only minimal individual and cumulative impacts on waters and wetlands of the United States, it is authorized by the Corps of Engineers under the Connecticut General Permits (GPs). This authorization does not obviate the need to obtain other federal, state, or local approvals. You are responsible for ensuring that the work meets the terms and conditions of the CT GPs. We have recorded this project as permittee self-verification of the CT GPs in our database.

Please contact me at (978) 318-8703 if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Kevin R. Kotelly". The signature is written in a cursive style with a large, looping "K" and "y".

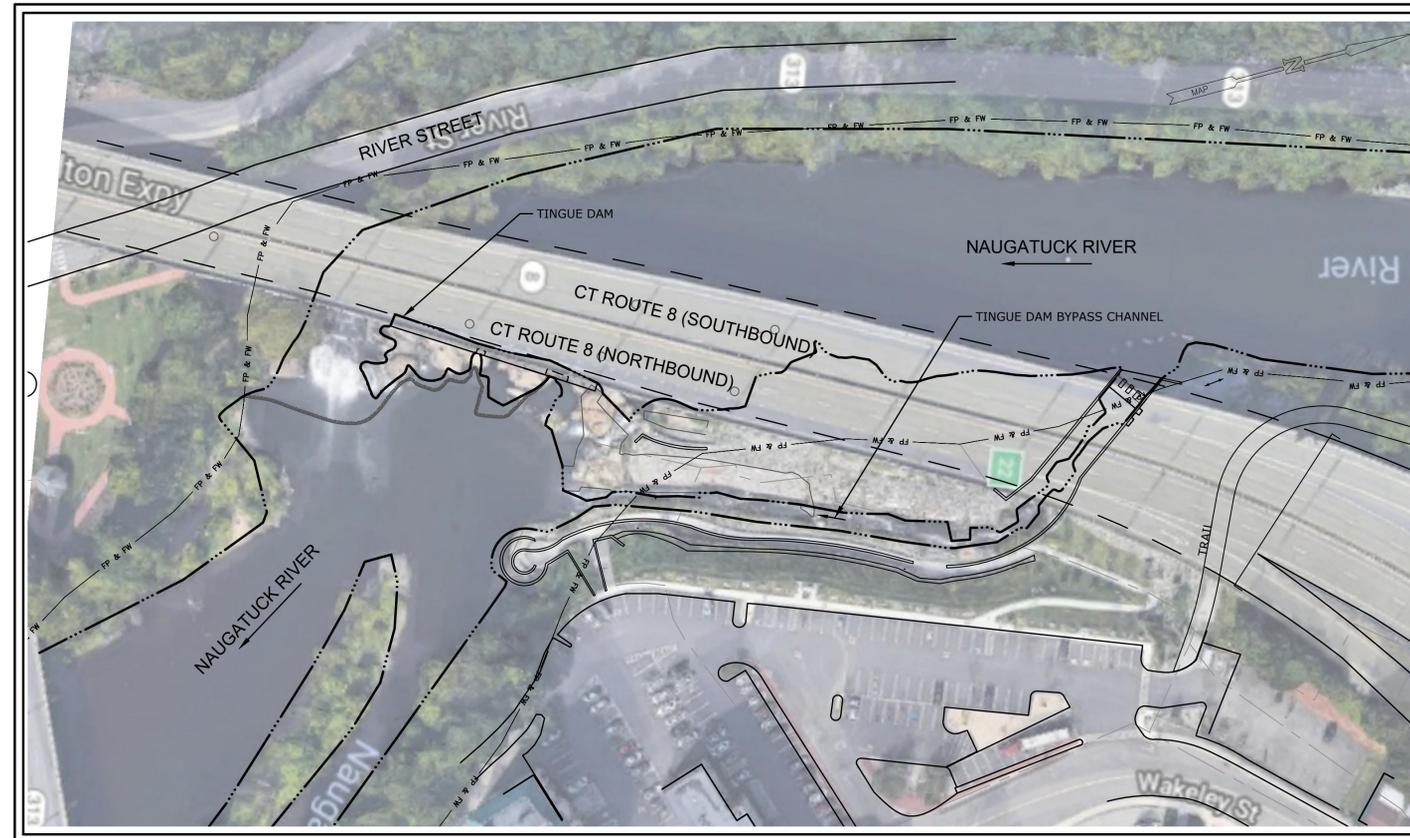
Kevin R. Kotelly, P.E.
Chief, Permits & Enforcement Branch
Regulatory Division

Enclosure (plans)

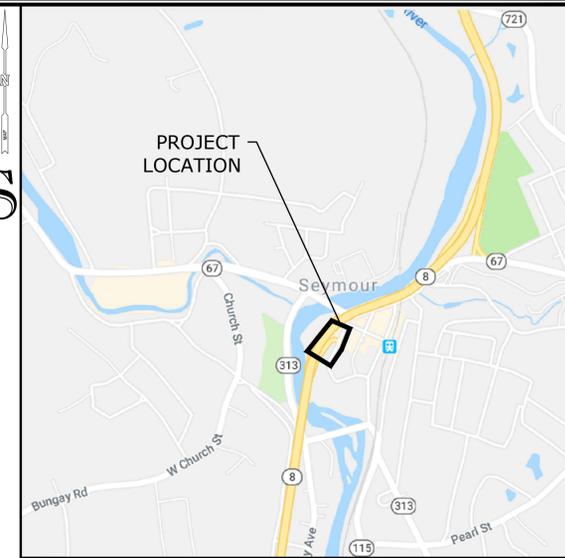
CTDEEP CONCRETE WEIRS AT TINGUE DAM BYPASS CHANNEL MODIFICATIONS

CT DEEP NAUGATUCK RIVER AT WAKELEY STREET SEYMOUR, CONNECTICUT

OCTOBER 30, 2020



PROJECT SITE VICINITY MAP:



LOCATION MAP:



PREPARED FOR:

CONNECTICUT DEPARTMENT OF ENERGY
AND ENVIRONMENTAL PROTECTION (CTDEEP)
BUREAU OF NATURAL RESOURCES
INLAND FISHERIES DIVISION
79 ELM STREET
HARTFORD, CONNECTICUT 06106

LIST OF DRAWINGS

NO.	TITLE
01	TITLE SHEET
02	EXISTING CONDITIONS PLAN
03	BYPASS CHANNEL PLAN AND PROFILE
04	STRUCTURAL SECTIONS
05	CHANNEL SECTIONS
06	CONSTRUCTION ACCESS AND EROSION CONTROL
07-08	DETAILS
09	INTAKE STRUCTURE PLAN
10	APPROXIMATE GRAPHICAL FIELD LOCATION OF CONDUIT RUINS FOR INFORMATIONAL PURPOSES ONLY

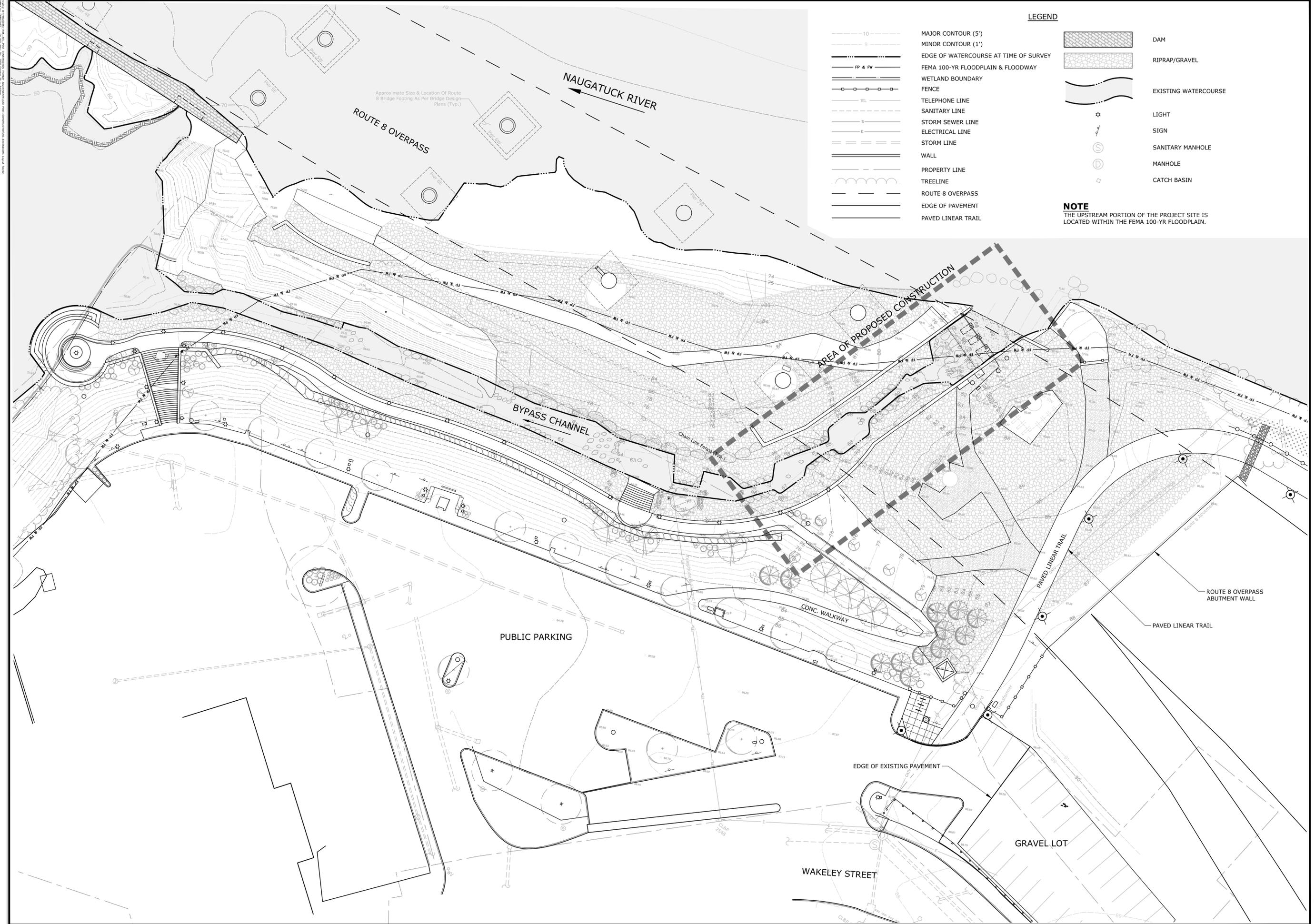
PREPARED BY:



99 Realty Drive
Cheshire, Connecticut 06410
(203) 271-1773 Fax (203) 272-9733
www.miloneandmacbroom.com

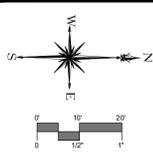


Know what's below.
Call before you dig.
www.cbyd.com



- LEGEND**
- 10 --- MAJOR CONTOUR (5')
 - 9 --- MINOR CONTOUR (1')
 - EDGE OF WATERCOURSE AT TIME OF SURVEY
 - FP & FW FEMA 100-YR FLOODPLAIN & FLOODWAY
 - WETLAND BOUNDARY
 - FENCE
 - TEL TELEPHONE LINE
 - SANITARY LINE
 - S --- STORM SEWER LINE
 - E --- ELECTRICAL LINE
 - STORM LINE
 - WALL
 - PROPERTY LINE
 - TREELINE
 - ROUTE 8 OVERPASS
 - EDGE OF PAVEMENT
 - PAVED LINEAR TRAIL
- [Hatched Box] DAM
 - [Stippled Box] RIPRAP/GRAVEL
 - [Wavy Line] EXISTING WATERCOURSE
 - [Star] LIGHT
 - [Square] SIGN
 - [Circle with X] SANITARY MANHOLE
 - [Circle with O] MANHOLE
 - [Square with X] CATCH BASIN

NOTE
THE UPSTREAM PORTION OF THE PROJECT SITE IS LOCATED WITHIN THE FEMA 100-YR FLOODPLAIN.



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DESCRIPTION	DATE	BY

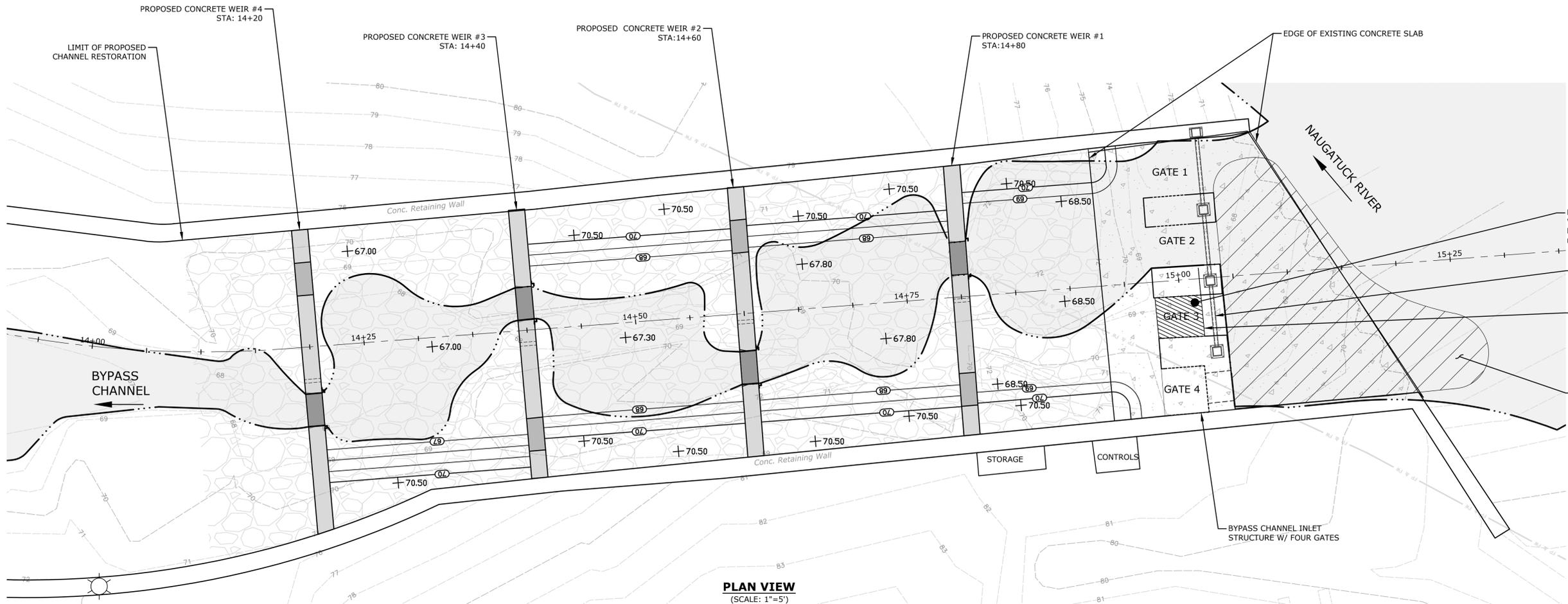
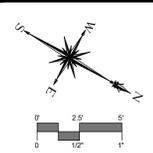
EXISTING CONDITIONS PLAN
CTDEEP CONCRETE WEIRS AT
TINGUE DAM BYPASS CHANNEL MODIFICATIONS
 NAUGATUCK RIVER AT WAKELEY STREET
 SEYMOUR, CONNECTICUT

JGM	JCM	WAG
DESIGNED	DRAWN	CHECKED
SCALE 1"=20'		
DATE OCTOBER 30, 2020		
PROJECT NO. 1108-30		
SHEET NO. 02 OF 10		

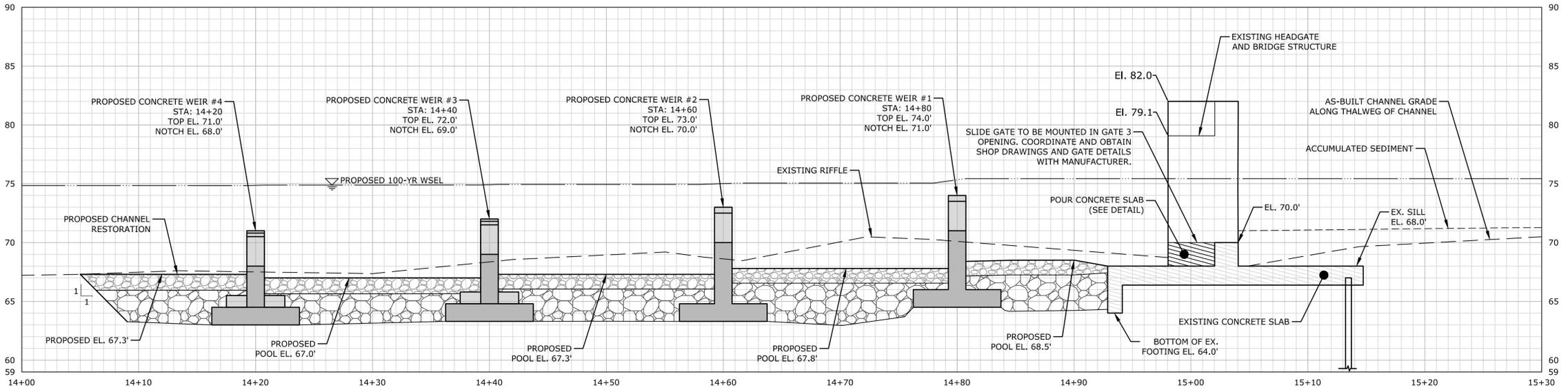
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 PLOTTER: HP DesignJet T1100PS
 PLOT SCALE: 1"=20'
 PLOT SHEET: 02 OF 10

DRAWN: JGM, CHECKED: CME, DATE: 10/30/2020, PROJECT: 1108-30, SHEET: 03 OF 10, SCALE: AS NOTED, TITLE: CTDEEP CONCRETE WEIRS AT TINGUE DAM BYPASS CHANNEL MODIFICATIONS, NAUGATUCK RIVER AT WAKELEY STREET, SEYMOUR, CONNECTICUT.



PLAN VIEW
(SCALE: 1"=5')



PROFILE VIEW
(SCALE: 1"=5'H, 1"=5'V)

NOTE

TOPOGRAPHY IS BASED UPON THE "AS-BUILT" SURVEY COMPLETED BY MILONE AND MACBROOM, INC. ON JUNE 30, 2015.

THIS SURVEY HAS BEEN PREPARED PURSUANT TO THE REGULATIONS OF CONNECTICUT STATE AGENCIES SECTIONS 20-300b-1 THROUGH 20-300b-20 AND THE "STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" AS ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. ON SEPTEMBER 26, 1996. IT IS AN IMPROVEMENT LOCATION SURVEY BASED ON A DEPENDENT RESURVEY CONFORMING TO HORIZONTAL ACCURACY CLASS A-2 AND TOPOGRAPHIC ACCURACY CLASS T-2 IS INTENDED TO DEPICT THE CONSTRUCTED SITE.

ELEVATIONS ARE BASED UPON NGVD 1929.

LEGEND:

- EXISTING (AS-BUILT) CONTOURS
- EDGE OF WATERCOURSE AT TIME OF SURVEY
- PROPOSED SPOT GRADE ELEVATION
- PROPOSED CHANNEL RESTORATION

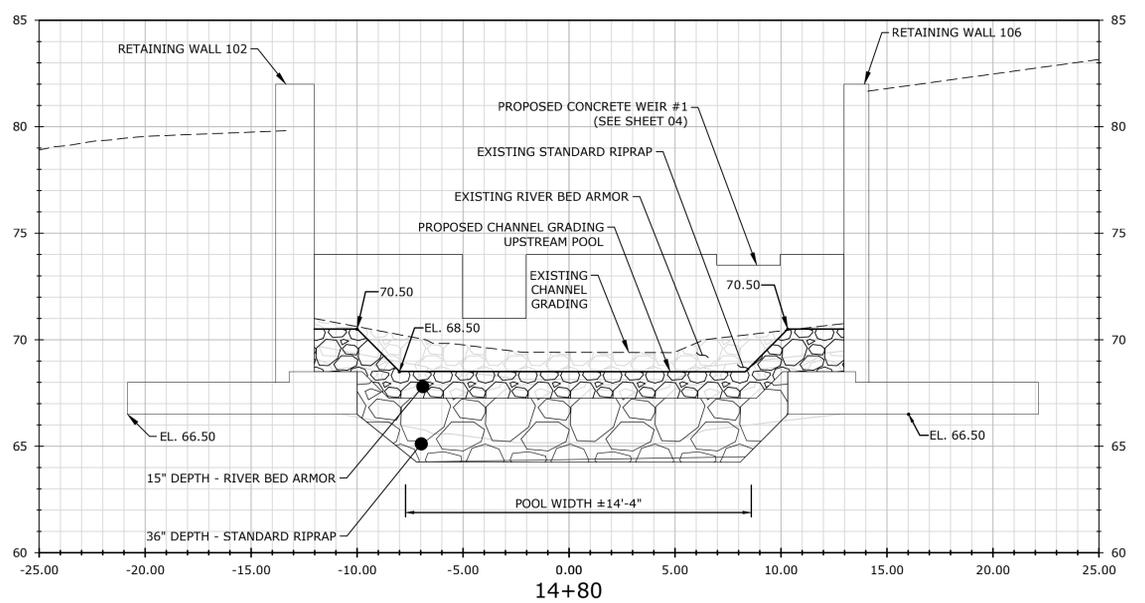
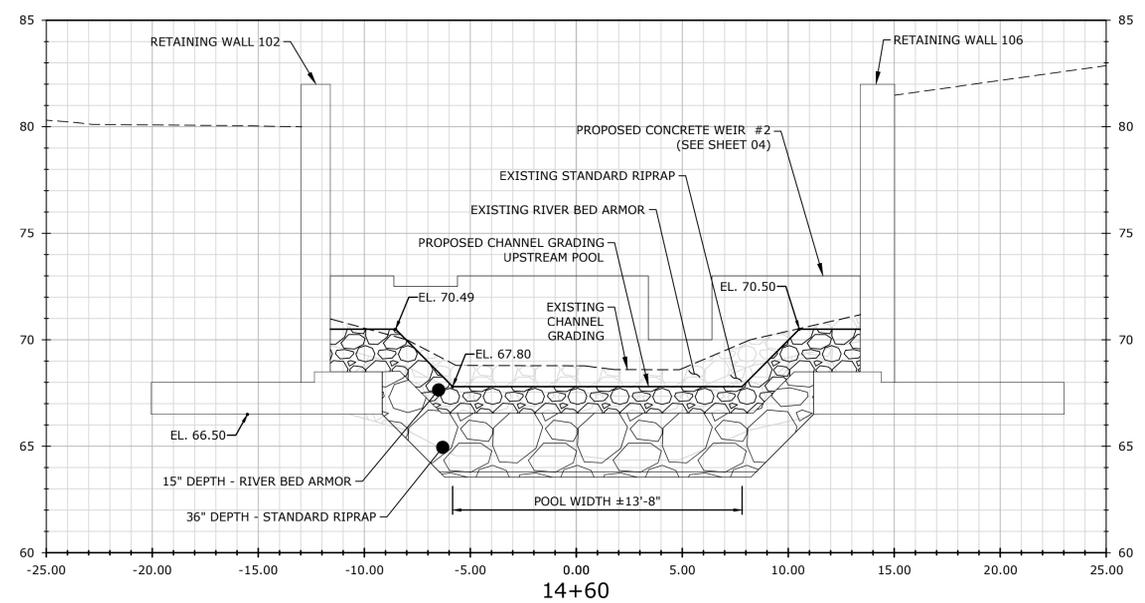
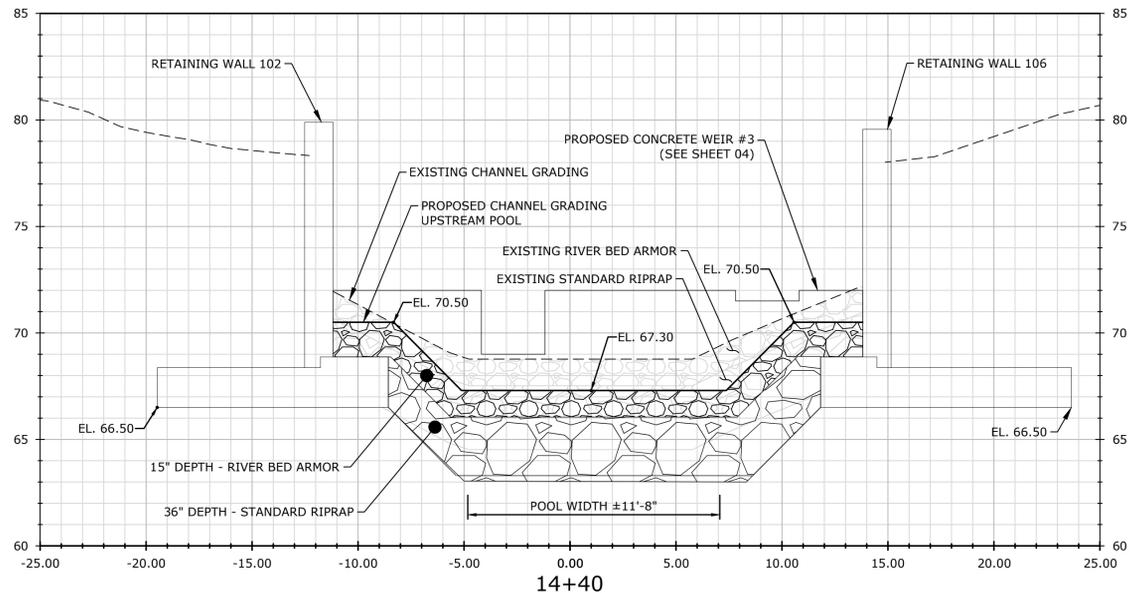
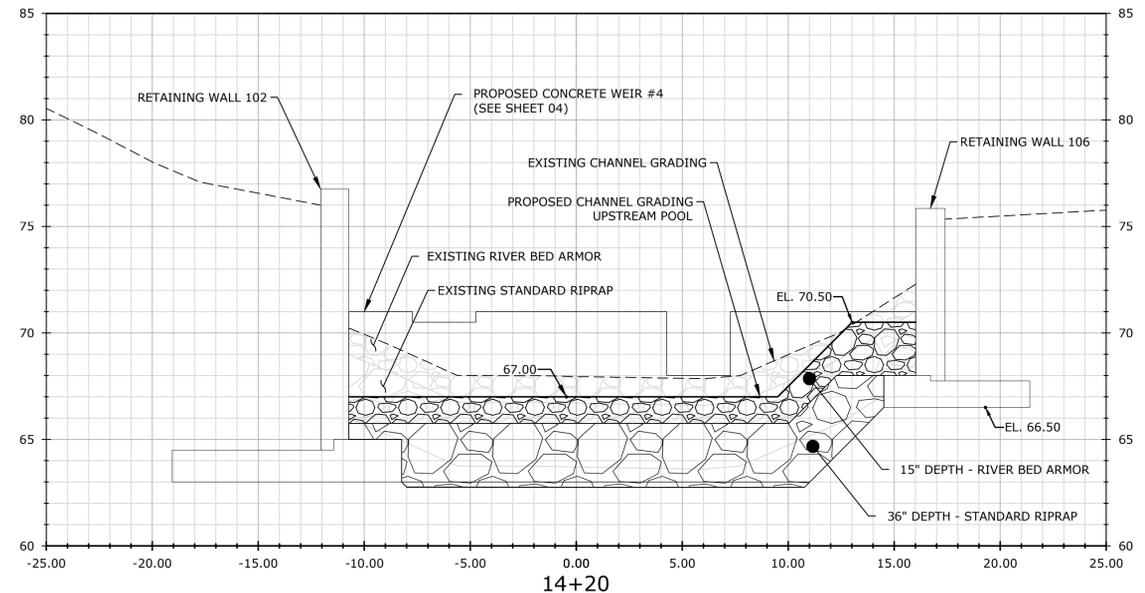
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DESCRIPTION	DATE	BY

BYPASS CHANNEL PLAN AND PROFILE
CTDEEP CONCRETE WEIRS AT TINGUE DAM BYPASS CHANNEL MODIFICATIONS
 NAUGATUCK RIVER AT WAKELEY STREET
 SEYMOUR, CONNECTICUT

JGM DESIGNED	CME DRAWN	WAG CHECKED
AS NOTED		
OCTOBER 30, 2020		
DATE		
1108-30		
PROJECT NO.		
03 OF 10		
SHEET NO.		
03		
SHEET NAME		

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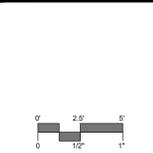


NOTES

- CROSS SECTIONS DRAWN ON UPSTREAM SIDE OF WEIR IN POOL.
- CROSS SECTIONS LOOKING UPSTREAM.
- AS-BUILT DIMENSIONS OF EXISTING WALLS MAY VARY FROM DIMENSIONS SHOWN. PROPOSED DIMENSIONS TO BE FIELD ADJUSTED AND APPROVED PRIOR TO CONSTRUCTION.
- ALL EXISTING RIVER BED ARMOR AND STANDARD RIPRAP TO BE REMOVED FROM LENGTH OF CHANNEL, SEGREGATED, STOCKPILED AND REUSED TO CONSTRUCT NEW CHANNEL AT GRADES SHOWN BETWEEN CONCRETE WEIRS. IF ADDITIONAL ROCK NEEDS TO BE BROUGHT ON SITE, IT WILL BE AT CONTRACTOR'S EXPENSE.

LEGEND

	EXISTING GRADE
	PROPOSED GRADE
	EXISTING RETAINING WALL
	PROPOSED WEIR
	EXISTING RIVER BED ARMOR
	EXISTING STANDARD RIPRAP
	PROPOSED RIVER BED ARMOR
	PROPOSED STANDARD RIPRAP



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 Cheshire, Connecticut 06410
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 www.miloneandmacbroom.com

DESCRIPTION	DATE	BY

CHANNEL SECTIONS
CTDEEP CONCRETE WEIRS AT
TINGUE DAM BYPASS CHANNEL MODIFICATIONS
 NAUGATUCK RIVER AT WAKELEY STREET
 SEYMOUR, CONNECTICUT

DESIGNED	DRAWN	CHECKED
JGM	CME	WAG
SCALE: 1/4"=1'-0"		
DATE: OCTOBER 30, 2020		
PROJECT NO.: 1108-30		
SHEET NO.: 05 OF 10		

05
SHEET NAME
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SEDIMENT & EROSION CONTROL SPECIFICATIONS

GENERAL:

THESE GUIDELINES SHALL APPLY TO ALL WORK CONSISTING OF ANY AND ALL TEMPORARY AND/OR PERMANENT MEASURES TO CONTROL WATER POLLUTION AND SOIL EROSION, AS MAY BE REQUIRED, DURING THE CONSTRUCTION OF THE PROJECT.

SEDIMENTATION AND EROSION CONTROLS AS INSTALLED ON THE SITE SHALL CONFORM TO THE 2002 CONNECTICUT GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL.

ALL CONSTRUCTION ACTIVITIES SHALL PROCEED IN SUCH A MANNER SO AS NOT TO POLLUTE ANY WETLANDS, WATERCOURSE, WATERBODY, AND CONDUIT CARRYING WATER, ETC. THE CONTRACTOR SHALL LIMIT, INsofar AS POSSIBLE, THE SURFACE AREA OF EARTH MATERIALS EXPOSED BY CONSTRUCTION METHODS AND IMMEDIATELY PROVIDE PERMANENT AND TEMPORARY POLLUTION CONTROL MEASURES TO PREVENT CONTAMINATION OF ADJACENT WETLANDS, WATERCOURSES, AND WATERBODIES, AND TO PREVENT, INsofar AS POSSIBLE, EROSION ON THE SITE.

LAND GRADING

GENERAL:

1. THE RESHAPING OF THE GROUND SURFACE BY EXCAVATION AND FILLING OR A COMBINATION OF BOTH, TO OBTAIN PLANNED GRADES, SHALL PROCEED IN ACCORDANCE WITH THE FOLLOWING CRITERIA:

- a. THE CUT FACE OF EARTH EXCAVATION SHALL NOT BE STEEPER THAN TWO HORIZONTAL TO ONE VERTICAL (2:1).
- b. THE PERMANENT EXPOSED FACES OF FILLS SHALL NOT BE STEEPER THAN TWO HORIZONTAL TO ONE VERTICAL (2:1).
- c. THE CUT FACE OF ROCK EXCAVATION SHALL NOT BE STEEPER THAN ONE HORIZONTAL TO FOUR VERTICAL (1:4).
- d. PROVISION SHOULD BE MADE TO CONDUCT SURFACE WATER SAFELY TO STORM DRAINS TO PREVENT SURFACE RUNOFF FROM DAMAGING CUT FACES AND FILL SLOPES.
- e. EXCAVATIONS SHOULD NOT BE MADE SO CLOSE TO PROPERTY LINES AS TO ENDANGER ADJOINING PROPERTY WITHOUT PROTECTING SUCH PROPERTY FROM EROSION, SLIDING, SETTling, OR CRACKING.
- f. NO FILL SHOULD BE PLACED WHERE IT WILL SLIDE OR WASH UPON THE PREMISES OF ANOTHER OWNER OR UPON ADJACENT WETLANDS, WATERCOURSES, OR WATERBODIES.
- g. PRIOR TO ANY REGRADING, A STABILIZED CONSTRUCTION ENTRANCE SHALL BE PLACED AT THE ENTRANCE TO THE WORK AREA IN ORDER TO REDUCE MUD AND OTHER SEDIMENTS FROM LEAVING THE SITE.

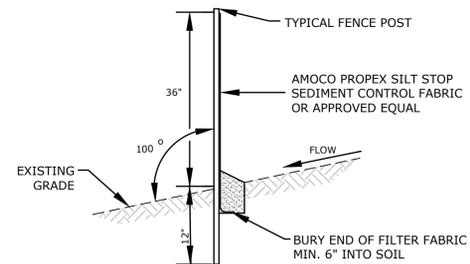
TOPSOILING

GENERAL:

- 1. TOPSOIL SHALL BE SPREAD OVER ALL EXPOSED AREAS IN ORDER TO PROVIDE A SOIL MEDIUM HAVING FAVORABLE CHARACTERISTICS FOR THE ESTABLISHMENT, GROWTH, AND MAINTENANCE OF VEGETATION.
 - 2. UPON ATTAINING FINAL SUBGRADES, SCARIFY SURFACE TO PROVIDE A GOOD BOND WITH TOPSOIL.
 - 3. REMOVE ALL LARGE STONES, TREE LIMBS, ROOTS AND CONSTRUCTION DEBRIS.
 - 4. APPLY LIME ACCORDING TO SOIL TEST OR AT THE RATE OF TWO (2) TONS PER ACRE.
- MATERIAL:**
- 1. TOPSOIL SHOULD HAVE PHYSICAL, CHEMICAL, AND BIOLOGICAL CHARACTERISTICS FAVORABLE TO THE GROWTH OF PLANTS.
 - 2. TOPSOIL SHOULD HAVE A SANDY OR LOAMY TEXTURE.
 - 3. TOPSOIL SHOULD BE RELATIVELY FREE OF SUBSOIL MATERIAL AND MUST BE FREE OF STONES (OVER 1" IN DIAMETER), LUMPS OF SOIL, ROOTS, TREE LIMBS, TRASH, OR CONSTRUCTION DEBRIS. IT SHOULD BE FREE OF ROOTS OR RHIZOMES SUCH AS THISTLE, NUTGRASS, AND QUACKGRASS.
 - 4. AN ORGANIC MATTER CONTENT OF SIX PERCENT (6%) IS REQUIRED. AVOID LIGHT COLORED SUBSOIL MATERIAL.
 - 5. SOLUBLE SALT CONTENT OF OVER 500 PARTS PER MILLION (PPM) IS LESS SUITABLE. AVOID TIDAL MARSH SOILS BECAUSE OF HIGH SALT CONTENT AND SULFUR ACIDITY.
 - 6. THE pH SHOULD BE MORE THAN 6.0. IF LESS, ADD LIME TO INCREASE pH TO AN ACCEPTABLE LEVEL.

APPLICATION

- 1. AVOID SPREADING WHEN TOPSOIL IS WET OR FROZEN.
- 2. SPREAD TOPSOIL UNIFORMLY TO A DEPTH OF AT LEAST SIX INCHES (6"), OR TO THE DEPTH SHOWN ON THE LANDSCAPING PLANS.



NOTES:
1. CONTRACTOR SHALL HAVE AVAILABLE ON-SITE A MIN. OF 300 LINEAR FEET OF SILT FENCE FOR USE IF REQUIRED BY FIELD CONDITIONS.

SEDIMENT FILTER FENCE
NOT TO SCALE

TEMPORARY VEGETATIVE COVER

GENERAL:

1. TEMPORARY VEGETATIVE COVER SHALL BE ESTABLISHED ON ALL UNPROTECTED AREAS THAT PRODUCE SEDIMENT, AREAS WHERE FINAL GRADING HAS BEEN COMPLETED, AND AREAS WHERE THE ESTIMATED PERIOD OF BARE SOIL EXPOSURE IS LESS THAN 12 MONTHS. TEMPORARY VEGETATIVE COVER SHALL BE APPLIED IF AREAS WILL NOT BE PERMANENTLY SEEDED BY SEPTEMBER 1.

SITE PREPARATION:

- 1. INSTALL REQUIRED SURFACE WATER CONTROL MEASURES.
- 2. REMOVE LOOSE ROCK, STONE, AND CONSTRUCTION DEBRIS FROM AREA.
- 3. APPLY LIME ACCORDING TO SOIL TEST OR AT A RATE OF ONE (1) TON OF GROUND DOLOMITIC LIMESTONE PER ACRE (5 LBS. PER 100 SQ. FT.).
- 4. APPLY FERTILIZER ACCORDING TO SOIL TEST OR AT THE RATE OF 300 LBS. OF 10-10-10 PER ACRE (7 LBS. PER 1,000 SQ. FT.) AND SECOND APPLICATION OF 200 LBS. OF 10-10-10 (5 LBS. PER 1,000 SQ. FT.) WHEN GRASS IS FOUR INCHES (4") TO SIX INCHES (6") HIGH. APPLY ONLY WHEN GRASS IS DRY.
- 5. UNLESS HYDROSEEDING, WORK IN LIME AND FERTILIZER TO A DEPTH OF FOUR (4") INCHES USING A DISK OR ANY SUITABLE EQUIPMENT.
- 6. TILLAGE SHOULD ACHIEVE A REASONABLY UNIFORM LOOSE SEEDBED. WORK ON CONTOUR IF SITE IS SLOPING.

ESTABLISHMENT:

- 1. SELECT APPROPRIATE SPECIES FOR THE SITUATION. NOTE RATES AND SEEDING DATES (SEE VEGETATIVE COVER SELECTION & MULCHING SPECIFICATION BELOW).
- 2. APPLY SEED UNIFORMLY ACCORDING TO THE RATE INDICATED BY BROADCASTING, DRILLING, OR HYDRAULIC APPLICATION.
- 3. UNLESS HYDROSEEDING, COVER RYEGRASS SEEDS WITH NOT MORE THAN 1/4 INCH OF SOIL USING SUITABLE EQUIPMENT.
- 4. MULCH IMMEDIATELY AFTER SEEDING IF REQUIRED. (SEE VEGETATIVE COVER SELECTION & MULCHING SPECIFICATION BELOW.) APPLY STRAW OR HAY MULCH AND ANCHOR TO SLOPES GREATER THAN 3% OR WHERE CONCENTRATED FLOW WILL OCCUR.

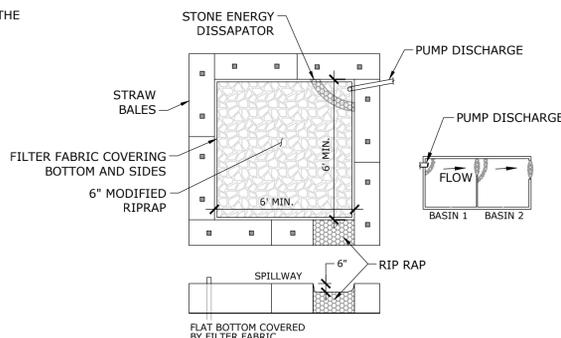
PERMANENT VEGETATIVE COVER

GENERAL:

1. PERMANENT VEGETATIVE COVER SHALL BE ESTABLISHED AS VARIOUS SECTIONS OF THE PROJECT ARE COMPLETED IN ORDER TO STABILIZE THE SOIL, REDUCE DOWNSTREAM DAMAGE FROM SEDIMENT AND RUNOFF, AND TO ENHANCE THE AESTHETIC NATURE OF THE SITE. IT WILL BE APPLIED TO ALL CONSTRUCTION AREAS SUBJECT TO EROSION WHERE FINAL GRADING HAS BEEN COMPLETED AND A PERMANENT COVER IS NEEDED.

SITE PREPARATION:

- 1. INSTALL REQUIRED SURFACE WATER CONTROL MEASURES.
- 2. REMOVE LOOSE ROCK, STONE, AND CONSTRUCTION DEBRIS FROM AREA.
- 3. PERFORM ALL PLANTING OPERATIONS PARALLEL TO THE CONTOURS OF THE SLOPE.
- 4. APPLY TOPSOIL AS INDICATED ELSEWHERE HEREIN.
- 5. APPLY FERTILIZER ACCORDING TO SOIL TEST OR:
 - SPREAD SEEDING: WORK DEEPLY IN SOIL, BEFORE SEEDING, 300 LBS.
 - FALL SEEDING: WORK DEEPLY IN SOIL, BEFORE SEEDING, 600 LBS. OF 10-10-10 FERTILIZER PER ACRE (14 LBS. PER 1,000 SQ. FT.).



NOTES:
1. IF PUMPING VOLUME EXCEEDS CAPACITY (I.E. EXIT WATERS REMAIN TURBID) SETTLING AREA TO BE USED IN TANDem OR TIERS.
2. INCREASE RIPRAP SIZE ON SETTLING AREA BOTTOM AS NECESSARY TO MAINTAIN SEDIMENT-FREE DISCHARGE WATERS
3. SETTLING AREA SHALL BE LIMITED TO DISCHARGE OF 3.4 GPM UNLESS STORAGE VOLUME IS INCREASED IN ACCORDANCE WITH 2002 CT SEDIMENT AND EROSION CONTROL SECTION 5-13-7.

PUMP DISCHARGE SETTling AREA
NOT TO SCALE

EROSION CHECKS

GENERAL:

1. TEMPORARY PERVIOUS BARRIERS USING BALES OF HAY OR STRAW, HELD IN PLACE WITH STAKES DRIVEN THROUGH THE BALES AND INTO THE GROUND OR GEOTEXTILE FABRIC FASTENED TO A FENCE POST AND BURIED INTO THE GROUND, SHALL BE INSTALLED AND MAINTAINED AS REQUIRED TO CHECK EROSION AND REDUCE SEDIMENTATION.

CONSTRUCTION:

- 1. BALES SHOULD BE PLACED IN A ROW WITH ENDS TIGHTLY ABUTTING THE ADJACENT BALES.
- 2. EACH BALE SHALL BE EMBEDDED INTO THE SOIL A MINIMUM OF FOUR (4") INCHES.
- 3. BALES SHALL BE SECURELY ANCHORED IN PLACE BY WOOD STAKES OR REINFORCEMENT BARS DRIVEN THROUGH THE BALES AND INTO THE GROUND. THE FIRST STAKE IN EACH BALE SHALL BE ANGLED TOWARD THE PREVIOUSLY LAID BALE TO FORCE BALES TOGETHER.
- 4. GEOTEXTILE FABRIC SHALL BE SECURELY ANCHORED AT THE TOP OF A THREE FOOT (3') HIGH FENCE AND BURIED A MINIMUM OF FOUR INCHES (4") TO THE SOIL. SEAMS BETWEEN SECTIONS OF FILTER FABRIC SHALL OVERLAP A MINIMUM OF TWO FEET (2').

VEGETATIVE COVER SELECTION & MULCHING

TEMPORARY VEGETATIVE COVER:

PERENNIAL RYEGRASS 3 LBS./1,000 SQ.FT. (LOLIUM PERENNE)

UPLAND RESTORATION AREA

GENERAL SEEDING AND RESTORATION OF DISTURBED AREAS
LESCO, INC. - "CONSERVATION MIX" (OR APPROVED EQUAL)

CREeping RED FESCUE	40%	SEEDING RATE: 7 LBS./1000 S.F. (OR PER MANUF., CHOOSE DENSER RATE)
TURF-TYPE PERENNIAL RYEGRASS	25%	
SHAMROCK KENTUCKY BLUEGRASS	20%	SPRING SEEDING: 4/1 to 5/31
ANNUAL RYEGRASS	10%	FALL SEEDING: 8/16 to 10/15
WHITE CLOVER	5%	

TEMPORARY MULCHING:

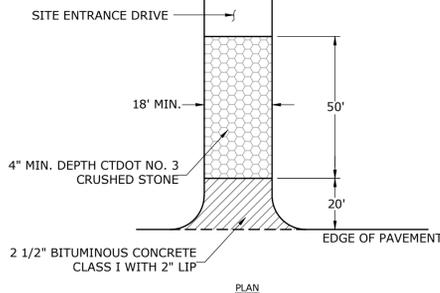
STRAW 70-90 LBS./1,000 SQ.FT. (TEMPORARY VEGETATIVE AREAS)
WOOD FIBER IN HYDROMULCH SLURRY 25-50 LBS./1,000 SQ. FT.

ESTABLISHMENT:

- 1. SMOOTH AND FIRM SEEDBED WITH CULTIPACKER OR OTHER SIMILAR EQUIPMENT PRIOR TO SEEDING (EXCEPT WHEN HYDROSEEDING).
- 2. SELECT ADAPTED SEED MIXTURE FOR THE SPECIFIC SITUATION. NOTE RATES AND THE SEEDING DATES (SEE VEGETATIVE COVER SELECTION & MULCHING SPEC. BELOW).
- 3. APPLY SEED UNIFORMLY ACCORDING TO RATE INDICATED, BY BROADCASTING, DRILLING, OR HYDRAULIC APPLICATION.
- 4. COVER GRASS AND LEGUME SEED WITH NOT MORE THAN 1/4 INCH OF SOIL WITH SUITABLE EQUIPMENT (EXCEPT WHEN HYDROSEEDING).
- 5. MULCH IMMEDIATELY AFTER SEEDING, IF REQUIRED, ACCORDING TO TEMPORARY MULCHING SPECIFICATIONS. (SEE VEGETATIVE COVER SELECTION & MULCHING SPECIFICATION BELOW).
- 6. USE PROPER INOCULANT ON ALL LEGUME SEEDINGS, USE FOUR (4) TIMES NORMAL RATES WHEN HYDROSEEDING.
- 7. USE SOD WHERE THERE IS A HEAVY CONCENTRATION OF WATER AND IN CRITICAL AREAS WHERE IT IS IMPORTANT TO GET A QUICK VEGETATIVE COVER TO PREVENT EROSION.

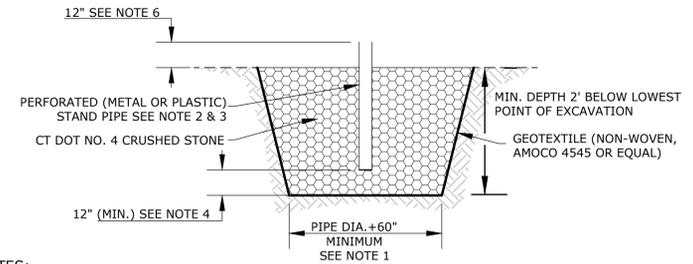
MAINTENANCE:

- 1. TEST FOR SOIL ACIDITY EVERY THREE (3) YEARS AND LIME AS REQUIRED.
- 2. ON SITES WHERE GRASSES PREDOMINATE, BROADCAST ANNUALLY 500 POUNDS OF 10-10-10 FERTILIZER PER ACRE (12 LBS. PER 1,000 SQ. FT.) OR AS NEEDED ACCORDING TO ANNUAL SOIL TESTS.



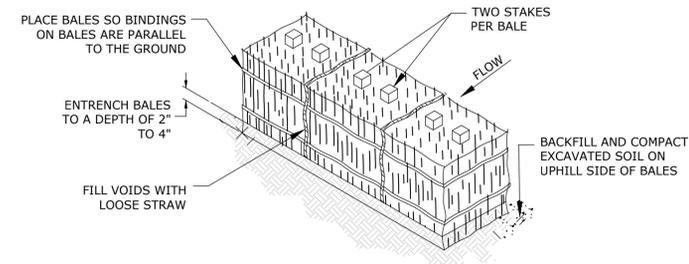
NOTES:
1. MAINTAIN PAVEMENT AT APRON IN GOOD CONDITION THROUGHOUT THE CONSTRUCTION PERIOD.
2. ROADWAY SHALL BE SWEEP DAILY TO REMOVE ANY MATERIAL THAT MAY BE TRACKED ONTO THE PAVEMENT.
3. FOR INDIVIDUAL RESIDENTIAL LOTS, THE LENGTH OF THE CONSTRUCTION ENTRANCE MAY BE REDUCED TO 20' MINIMUM AND THE WIDTH MAY BE REDUCED TO 12' MINIMUM.

CONSTRUCTION ENTRANCE
NOT TO SCALE



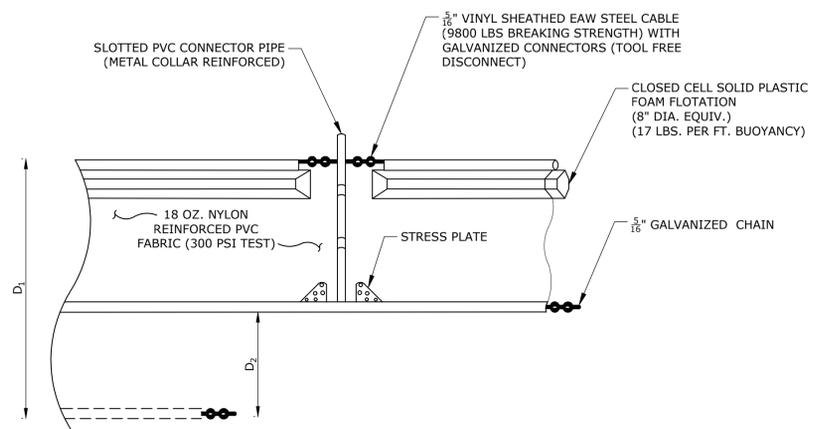
NOTES:
1. OVERALL SUMP PIT DIMENSIONS TO BE COMPATIBLE WITH ANTICIPATED SEEPAGE RATES AND PUMP TO BE USED.
2. THE STAND PIPE DIAMETER AND NUMBER OF PERFORATIONS TO BE COMPATIBLE WITH THE PUMP SIZE BEING USED.
3. PERFORATIONS IN THE STANDPIPE TO BE EITHER CIRCULAR OR SLOTS, PERFORATION SIZE SHALL NOT EXCEED 1/2" DIAMETER.
4. NO. 4 CRUSHED STONE CONFORMING TO CT DOT FORM 816, M.01.01. CRUSHED STONE SHALL EXTEND A MINIMUM OF 12" BELOW THE BOTTOM OF THE STANDPIPE.
5. A PROPERLY DESIGNED GEOTEXTILE TO BE PLACED BETWEEN THE EXISTING SOILS AND THE CRUSHED STONE BACKFILL.
6. THE STANDPIPE SHALL EXTEND A MINIMUM OF 12" ABOVE THE SURROUNDING GROUND.

CONSTRUCTION RUNOFF DEWATERING SUMP



NOTES:
1. IDEALLY, BALES SHOULD BE ENTRENCHED 2 TO 4 INCHES AND TIGHTLY BUTTED TOGETHER. BALES CAN BE SUCCESSFULLY PLACED WITHOUT A TRENCH IF GOOD GROUND CONTACT IS MADE. REMOVE HEAVY BRUSH AND FILL ALL VOIDS WITH LOOSE STRAW.
2. BALES SHALL BE ONLY USED AS A TEMPORARY BARRIER AND FOR NO LONGER THAN 60 DAYS.
3. WHEN SEDIMENTATION DEPOSITS REACH WITHIN 3" OF THE TOP OF BALES, REMOVE SEDIMENTATION OR ADD ADDITIONAL BALES ON SEDIMENTATION DIRECTLY BEHIND FIRST ROW OF BALES AS DIRECTED BY THE ENGINEER.
4. UPON ESTABLISHMENT OF GROUND COVER ON DISTURBED AREAS AND WHEN DIRECTED BY THE ENGINEER, HAY BALES WILL BE REMOVED AND USED AS MULCH. ANY SEDIMENTATION WILL BE THINLY SPREAD UPON ESTABLISHED GROUND COVER.

HAYBALE BARRIER PROTECTION



TEMPORARY TURBIDITY CURTAIN APPLICATIONS NOTES:

- 1. TURBIDITY BARRIERS ARE TO BE USED IN ALL PERMANENT BODIES OF WATER REGARDLESS OF WATER DEPTH.
- 2. NUMBER AND SPACING OF ANCHORS DEPENDENT ON CURRENT VELOCITIES
- 3. DEPLOYMENT OF BARRIER AROUND PILE LOCATIONS MAY VARY TO ACCOMMODATE CONSTRUCTION OPERATIONS.
- 4. NAVIGATION MAY REQUIRE SEGMENTING BARRIER DURING CONSTRUCTION OPERATIONS.
- 5. TURBIDITY BARRIERS FOR FLOWING STREAMS AND TIDAL CREEKS MAY BE EITHER FLOATING OR STAKED TYPES OR ANY COMBINATIONS OF TYPES THAT WILL SUIT SITE CONDITIONS AND MEET EROSION CONTROL AND WATER QUALITY REQUIREMENTS. THE BARRIER TYPE(S) WILL BE AT THE CONTRACTOR'S OPTION UNLESS OTHERWISE SPECIFIED IN THE PLANS, HOWEVER PAYMENT WILL BE UNDER THE PAY ITEM(S) ESTABLISHED IN THE PLANS FOR FLOATING TURBIDITY BARRIER AND/OR STAKED TURBIDITY BARRIER. POSTS IN STAKED TURBIDITY BARRIERS TO BE INSTALLED IN VERTICAL POSITION UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

TEMPORARY TURBIDITY CURTAIN NOTES:

- 1. D₁ 5' STD. (SINGLE PANEL FOR DEPTHS 5' OR LESS).
 - 2. D₂ 5' STD. (ADDITIONAL PANEL FOR DEPTHS GREATER THAN 5').
 - 3. CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FEET.
 - 4. TWO (2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FEET UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY CALL FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER.
- NOTICE: COMPONENTS OF TYPES I AND II MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES I AND II SHALL BE AS APPROVED BY THE ENGINEER.

TEMPORARY TURBIDITY CURTAINS
NOT TO SCALE

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NOW PART OF SLR
90 READY DRIVE
CHESHIRE, CT 06610
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DESCRIPTION	DATE	BY

DETAILS
CT DEEP CONCRETE WEIRS AT
TINGUE DAM BYPASS CHANNEL MODIFICATIONS
NAUGATUCK RIVER AT WAKELEY STREET
SEYMOUR, CONNECTICUT

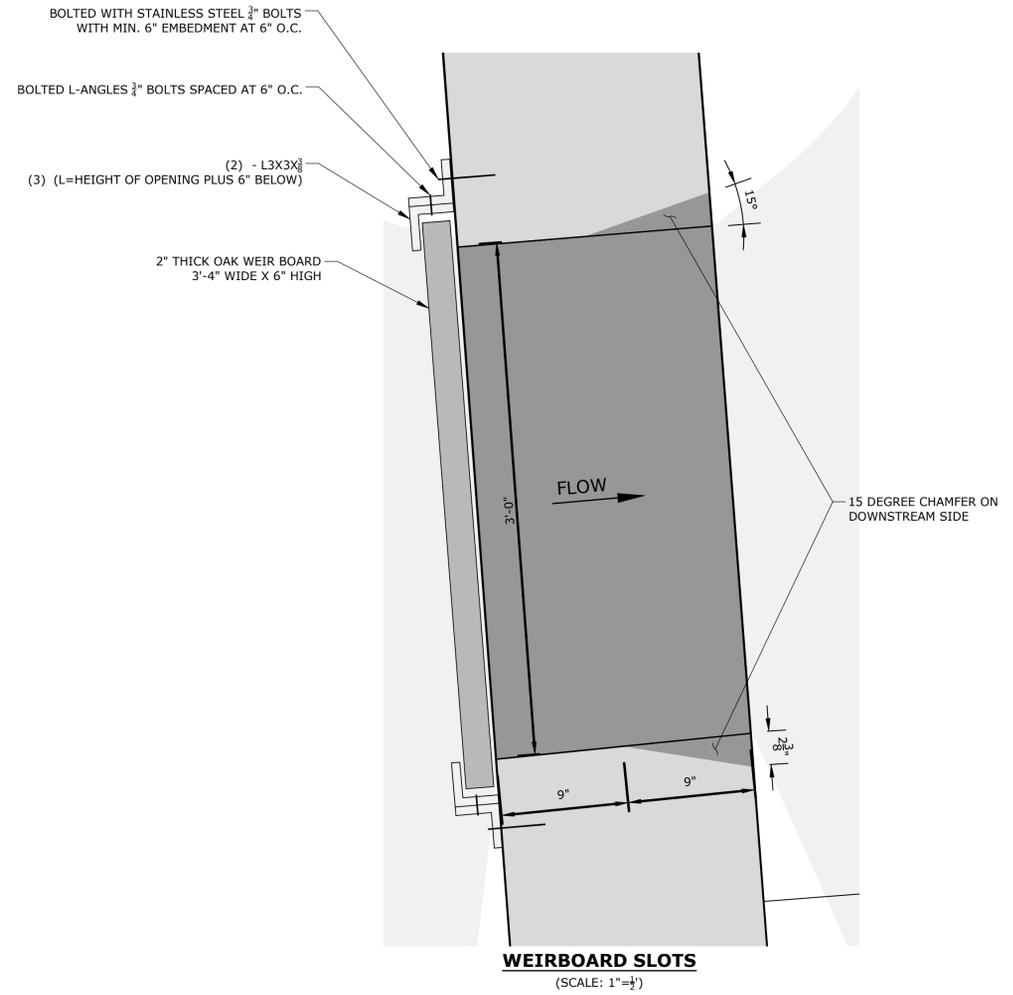
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SHEET NO.	07 OF 10	
SHEET NAME	07	

DRAWN: J. MILONE, CHECKED: J. MILONE, DATE: 10/30/2020, PROJECT: CT DEEP CONCRETE WEIRS AT TINGUE DAM BYPASS CHANNEL MODIFICATIONS, NAUGATUCK RIVER AT WAKELEY STREET SEYMOUR, CONNECTICUT

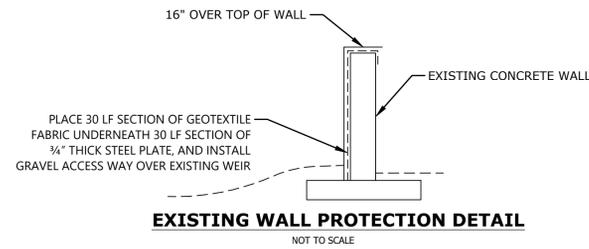


HEADGATE

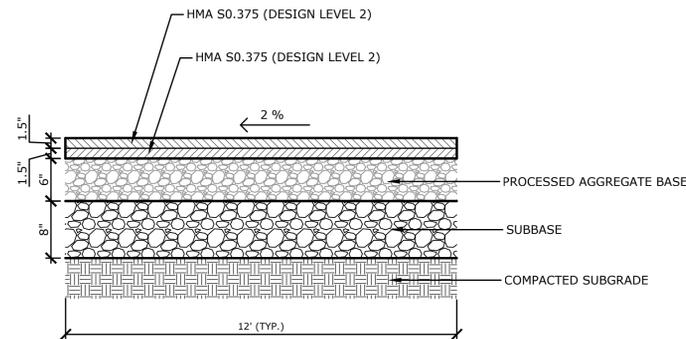
NOTE:
 1. FOUR CONCRETE SLAB. COORDINATE WITH GATE MANUFACTURER TO PROVIDE SEAL AT BOTTOM OF GATE.



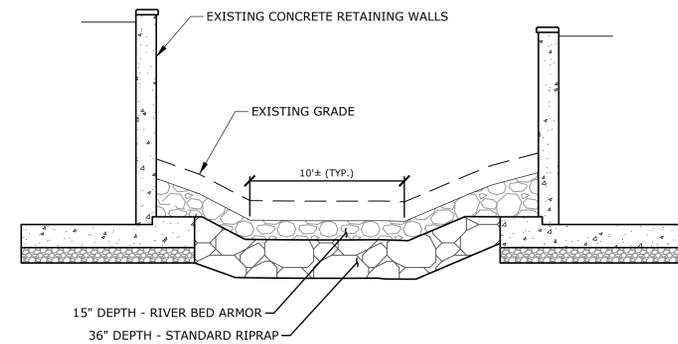
WEIRBOARD SLOTS
 (SCALE: 1"=1/2')



EXISTING WALL PROTECTION DETAIL
 NOT TO SCALE



BITUMINOUS CONCRETE TRAIL
 NOT TO SCALE



NOTES:
 1. STROP AND STOCKPILE EXISTING CHANNEL ARMORING AND RIPRAP WITHIN LIMITS OF DISTURBANCE PRIOR TO EXCAVATION.
 2. RIVER BED ARMOR AND RIPRAP TO BE SEGREGATED FOR REUSE.
 3. REUSE STOCKPILED RIVER BED ARMOR AND RIPRAP TO FORM REVISED CHANNEL.

CHANNEL RESTORATION - TYPICAL SECTION
 NOT TO SCALE

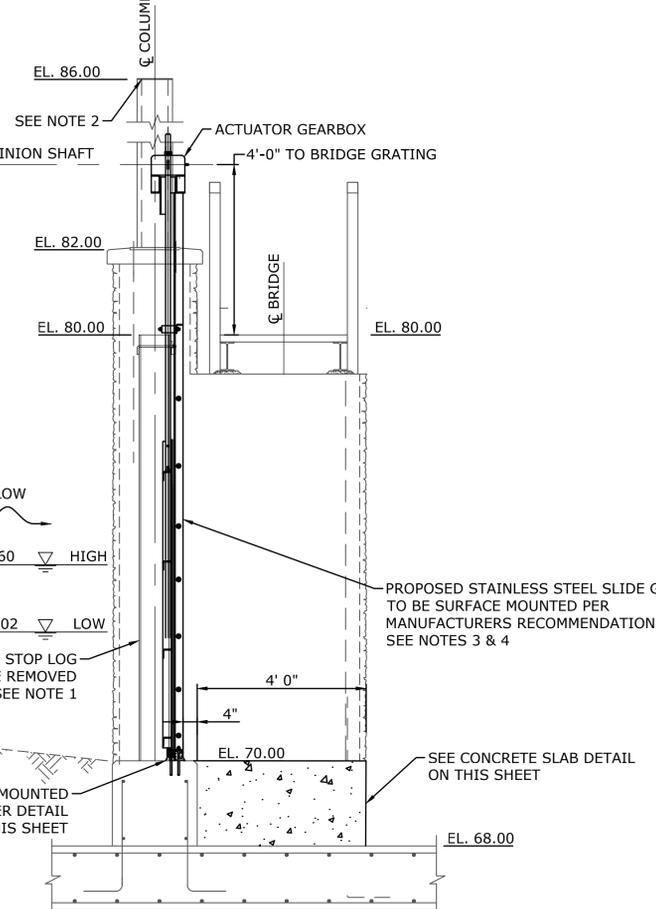
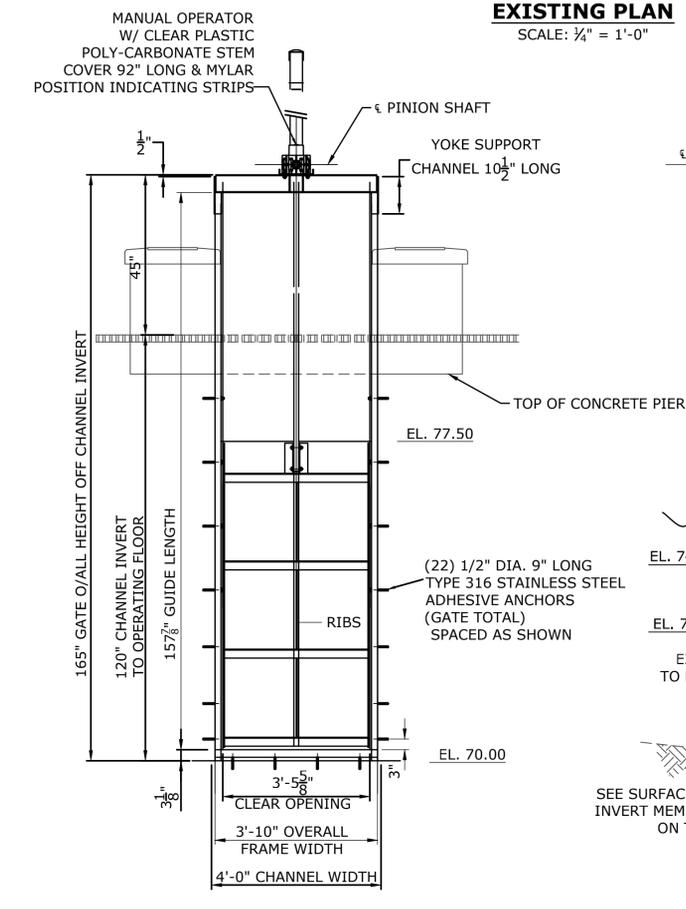
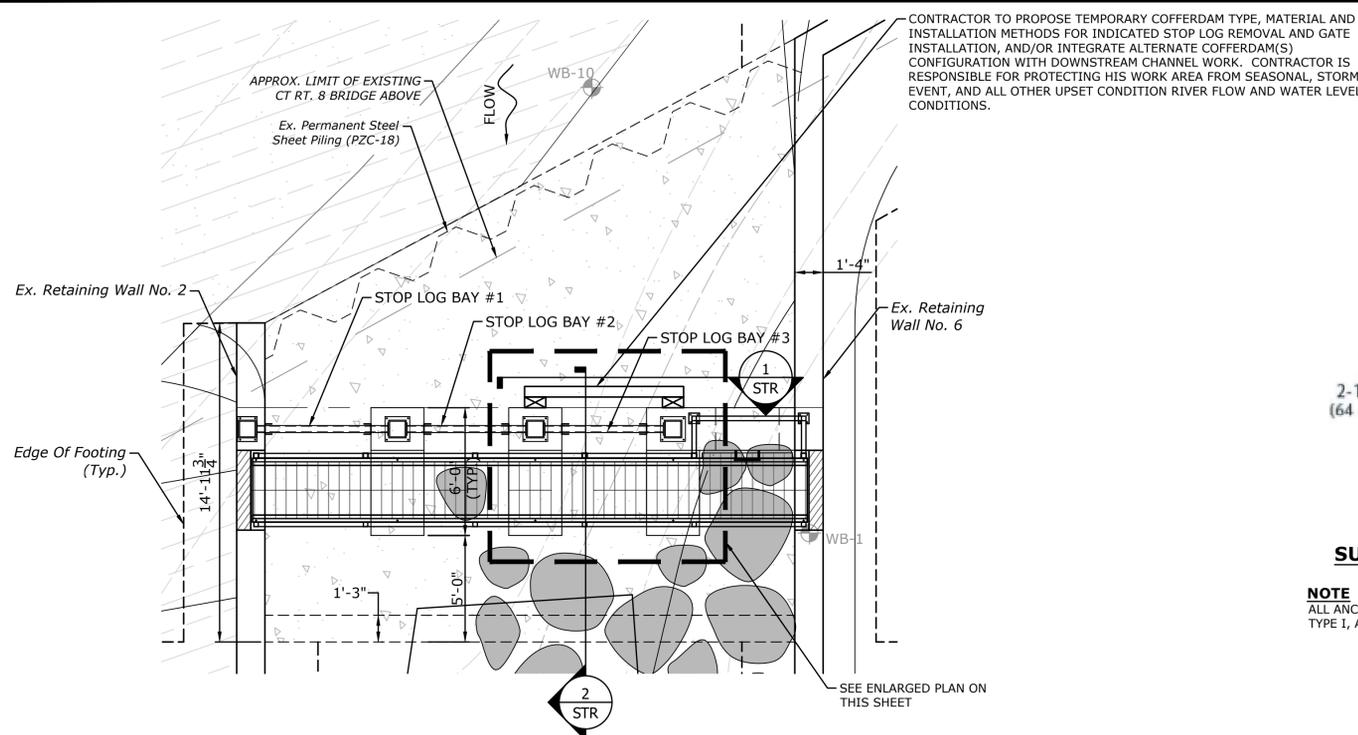


DESCRIPTION	DATE	BY

DETAILS
 CT DEEP CONCRETE WEIRS AT
 TINGUE DAM BYPASS CHANNEL MODIFICATIONS
 NAUGATUCK RIVER AT WAKELEY STREET
 SEYMOUR, CONNECTICUT

WAG	CME	WAG
DESIGNED	DRAWN	CHECKED
SCALE		
AS NOTED		
OCTOBER 30, 2020		
DATE		
PROJECT NO. 1108-30		
SHEET NO. 08 OF 10		
SHEET NAME		
08		

CONTRACTOR TO PROPOSE TEMPORARY COFFERDAM TYPE, MATERIAL AND INSTALLATION METHODS FOR INDICATED STOP LOG REMOVAL AND GATE INSTALLATION, AND/OR INTEGRATE ALTERNATE COFFERDAM(S) CONFIGURATION WITH DOWNSTREAM CHANNEL WORK. CONTRACTOR IS RESPONSIBLE FOR PROTECTING HIS WORK AREA FROM SEASONAL, STORM EVENT, AND ALL OTHER UPSET CONDITION RIVER FLOW AND WATER LEVEL CONDITIONS.



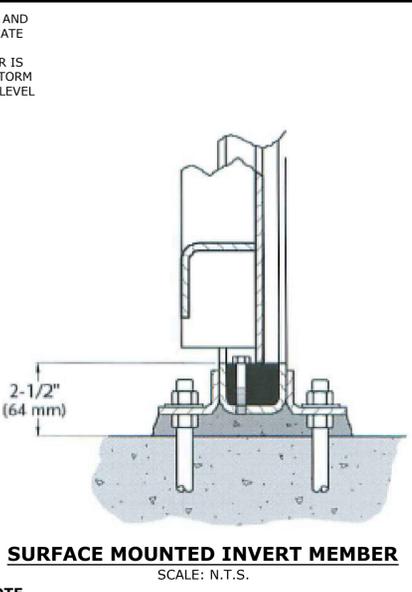
NOTES

- REMOVE EXISTING STOP LOGS, STOP LOG CHANNELS AND ANCHORAGE. GRIND AND/OR BUSH HAMMER EXISTING CONCRETE SURFACES TO REMOVE ANY HIGH POINT INTERFERENCES, AND TO RESULT IN FRESH CONCRETE BEHIND FRAME AND BOTTOM INVERT MEMBER.
- REMOVE EXISTING TS4X4 HORIZONTAL HOIST STEEL MEMBER. GRIND/POWER WIRE BRUSH EXISTING STEEL POSTS TO REMAIN, PREPARE FOR PAINTING, PRIME AND PAINT TO MATCH.
- GATE FRAME AND INVERT MEMBER SHALL BE GROUTED SOLID TO EXISTING CONCRETE USING NON-SHRINK GROUT. ALL ALUMINUM MEMBERS IN CONTACT WITH CONCRETE SHALL BE COATED WITH BITUMASTIC, OR OTHER SUITABLE COATING RECOMMENDED BY THE MANUFACTURER.
- ALL ANCHORAGE SHALL BE TYPE 316 STAINLESS STEEL, EPOXY TYPE I.

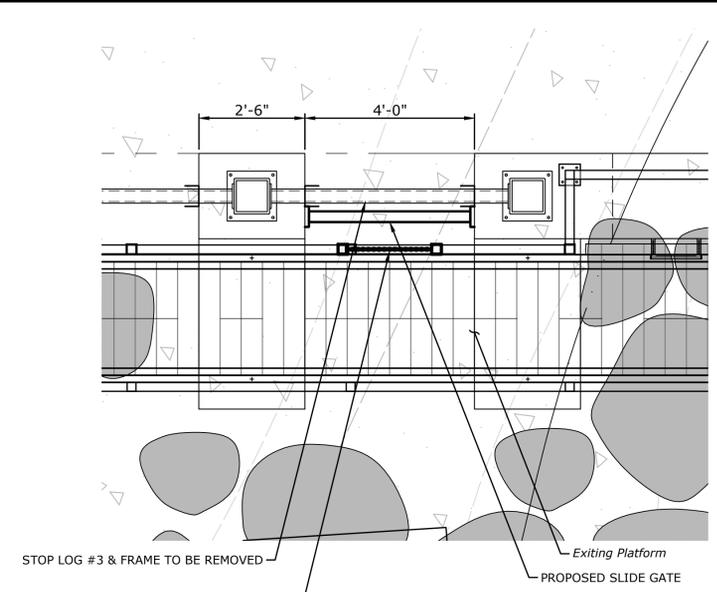
ELEVATION
SCALE: 1/2" = 1'-0"

SECTION
SCALE: 1/2" = 1'-0"

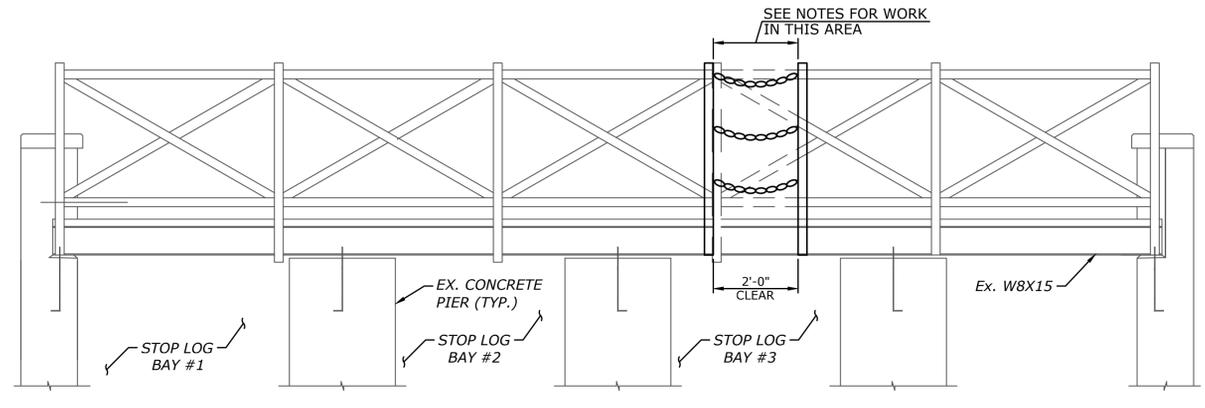
*PROVIDE SHOP DRAWINGS OF GATE AND OPERATING MECHANISM FOR APPROVAL.



NOTE
ALL ANCHORAGE TO BE TYPE 316 STAINLESS STEEL, EPOXY TYPE I, ALL GROUT SHALL BE NON-SHRINK.



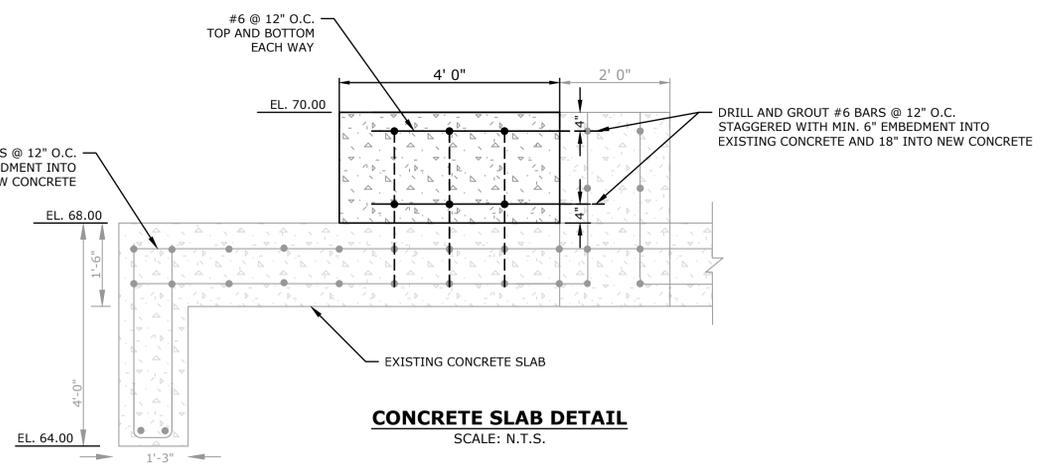
ENLARGED PLAN
SCALE: 1/2" = 1'-0"



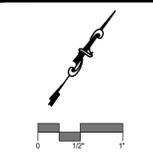
RAILING ELEVATION
SCALE: 1/2" = 1'-0"

NOTES

- REMOVE EXISTING POST AND RAILING. WELD IN NEW POSTS WITH SUPPORT BRACKET TO EXISTING W8X15. MATCH EXISTING CONFIGURATION, TO RESULT IN 2'-0" CLEAR OPENING CENTERED ON THE PROPOSED GATE OPERATOR/BAY #2.
- PROVIDE TYPE 316 STAINLESS STEEL WELDED EYE LOOPS TO POSTS FOR THE SAFETY CHAINS AS SHOWN. PROVIDE TYPE 316 STAINLESS STEEL CLOSURE LINK ONE END AND TYPE 316 STAINLESS STEEL SNAP RING FOR OPPOSITE END.
- GRIND/POWER WIRE BRUSH WELDMENTS AND ITEMS IN HEAT AFFECTED ZONE; PREPARE SURFACES FOR PAINTING. PRIME AND PAINT TO MATCH EXISTING.



CONCRETE SLAB DETAIL
SCALE: N.T.S.



MILONE & MACBROOM
SLR
NOW PART OF
88 REARBY DRIVE
CHESHIRE, CT 06610
203.271.1173
WWW.MILONE-MACBROOM.COM | SLRCONSULTING.COM

DESCRIPTION	DATE	BY

INTAKE STRUCTURE PLAN
TINGUE DAM BYPASS CHANNEL
NAUGATUCK RIVER
WAKELEY STREET
SEYMOUR, CONNECTICUT

GC DESIGNED	NP DRAWN	GC CHECKED
AS NOTED		
OCTOBER 30, 2020		
DATE		
PROJECT NO. 1108-30		
DATE		
SHEET NO. 09 OF 10		
DATE		

STR



Connecticut Department of Energy and Environmental Protection License*

Flood Management Certification Approval

Licensee(s):	Connecticut Department of Energy & Environmental Protection, WPLR, Planning and Management Division.
Licensee Address(s):	79 Elm Street Hartford, CT 06106
License Number(s):	202100490-FM
Municipality:	Seymour
Project Description:	Construct four concrete weirs, replace bed material, and install a metal sluice gate.
Project Address/Location:	Tingue Bypass Channel/Wakely Street
Waters:	Naugatuck River
Authorizing CT Statute(s) and/or Federal Law:	CGS Section 25-68b to h
Applicable Regulations of CT State Agencies:	25-68h-1 to 3
Agency Contact:	Land & Water Resources Division, Bureau of Water Protection & Land Reuse, 860-424-3019
License Expiration:	Five (5) years from the date of issuance of this license.
Project Site Plan Set:	<i>“CT DEEP Concrete Weirs at Tingue Dam Bypass Channel Modifications,”</i> ten (10) sheets, prepared by Milone & MacBroom, dated October 30, 2020
License Enclosures:	LWRD General Conditions, Compliance Certification Form, Site Plan Set

*Connecticut’s Uniform Administrative Procedure Act defines License to include, *“the whole or part of any agency permit, certificate, approval, registration, charter or similar form of permission required by law . . .”*

Authorized Activities:

The Licensee is hereby authorized to conduct the following work as described in application # 202004249 and as depicted on any site plan sheets / sets cited herein:

1. Shut Sluice gates for water control.
2. Construct temporary access into by-pass channel from existing gravel access on land owned by the Town of Seymour.
3. If necessary access lower channel to move boulders if directed by CT DEEP prior to construction of new weirs.
4. Start construction of first concrete weir which is furthest from the access road.
5. Excavate for footings as shown on plans and avoid any undermining of existing ones.
6. Fill all excavated areas with concrete fill.
7. Form and pour concrete footing.
8. Drill & grout reinforcing into existing footing and stem as shown.
9. Form for stem wall and pour.
10. Backfill to finished grades as shown with appropriate materials.
11. Repeat steps 3 thru 10 for the remaining concrete weirs. The sequence of weir construction is to be determined by the contractor based upon the point of access.
12. Regrade substrate immediately downstream of weir 4 to achieve indicated elevations and match into existing channel grade.
13. Stockpile ten 3-foot diameter boulders alongside of the bypass channel along the Northeastern top wall, as directed by DEEP for possible future use.
14. Modify the existing gate structure by adding a sluice gate to be mounted on the downstream side of the gate.
15. Remove a maximum of 10 cubic yards of accumulated sediment on the upstream side of the gate structure.
16. Sediment and erosion controls to be placed on the downstream side of the work within the channel with the use of best management practices.

Failure to comply with the terms and conditions of this license shall subject the Licensee and / or the Licensee's contractor(s) to enforcement actions and penalties as provided by law.

This license is subject to the following Terms and Conditions:

1. **License Enclosure(s) and Conditions.** The Licensee shall comply with all applicable terms and conditions as may be stipulated within the License Enclosure(s) listed above.

Issued under the authority of the Commissioner of Energy and Environmental Protection on:

March 1, 2021
Date



Brian P. Thompson
Division Director
Land & Water Resources Division



Compliance Certification Form

The following certification must be signed by the licensee working in consultation with a Connecticut-licensed design professional and must be submitted to the address indicated at the end of this form within ninety (90) days of completion of the authorized work.

1. Licensee Name: <u>CT Department of Energy & Environmental</u> DEEP License Number(s): <u>202100490-FM.</u> Municipality in which project is occurring: <u>Seymour</u>	
2. Check one: (a) <input type="checkbox"/> "I certify that the final site conditions and / or structures are in general conformance with the approved site plans". Identify and describe any deviations and attach to this form. (b) <input type="checkbox"/> "The final site conditions and / or structures are not in general conformance with the approved site plans. The enclosed "as-built" plans note the modifications".	
3. "I understand that any false statement in this certification is punishable as a criminal offence under section 53a-157b of the General Statutes and under any other applicable law."	
_____ Signature of Licensee	_____ Date
_____ Name of Licensee (print or type)	
_____ Signature of CT-Licensed Design Professional	_____ Date
_____ Name of CT-Licensed Design Professional (print or type)	
_____ Professional License Number (if applicable)	Affix Stamp Here <div style="border: 1px solid black; width: 100px; height: 100px; display: inline-block;"></div>
<ul style="list-style-type: none"> As-built plans shall include: elevations or tidal datums, as applicable, and structures, including any proposed elevation views and cross sections included in the approved license plans. Such as-built plans shall be the original ones and be signed and sealed by an engineer, surveyor or architect, as applicable, who is licensed in the State of Connecticut. The Licensee will be notified by staff of the Land and Water Resources Division (LWRD) if further compliance review is necessary. Lack of response by LWRD staff does not imply compliance. 	
Submit this completed form to : Regulatory Section Department of Energy and Environmental Protection Land & Water Resources Division 79 Elm Street Hartford, CT 06106-5127	

LWRD General Conditions

- 1. Land Record Filing (for Structures Dredging & Fill, Tidal Wetlands, Certificate of Permission, and Long Island Sound General Permit Licenses only).** The Licensee shall file the Land Record Filing on the land records of the municipality in which the subject property is located not later than thirty (30) days after license issuance pursuant to Connecticut General Statutes (CGS) Section 22a-363g. A copy of the Notice with a stamp or other such proof of filing with the municipality shall be submitted to the Commissioner no later than sixty (60) days after license issuance. If a Land Record Filing form is not enclosed and the work site is not associated with an upland property, no filing is required.
- 2. Contractor Notification.** The Licensee shall give a copy of the license and its attachments to the contractor(s) who will be carrying out the authorized activities prior to the start of construction and shall receive a written receipt for such copy, signed and dated by such contractor(s). The Licensee's contractor(s) shall conduct all operations at the site in full compliance with the license and, to the extent provided by law, may be held liable for any violation of the terms and conditions of the license. At the work site, the contractor(s) shall, whenever work is being performed, have on site and make available for inspection a copy of the license and the authorized plans.
- 3. Work Commencement¹.** Not later than two (2) weeks prior to the commencement of any work authorized herein, the Licensee shall submit to the Commissioner, on the Work Commencement Form attached hereto, the name(s) and address(es) of all contractor(s) employed to conduct such work and the expected date for commencement and completion of such work, if any.
 - For water diversion activities authorized pursuant to 22a-377(c)-1 of the Regulations of Connecticut State Agencies, the Licensee shall also notify the Commissioner in writing two weeks prior to initiating the authorized diversion.
 - For emergency activities authorized pursuant Connecticut General Statutes Section 22a-6k, the Licensee shall notify the Commissioner, in writing, of activity commencement at least one (1) day prior to construction and of activity completion no later than five (5) days after conclusion.
- 4. For Coastal Licenses Only - License Notice.** The Licensee shall post the first page of the License in a conspicuous place at the work area while the work authorized therein is undertaken.
- 5. Unauthorized Activities.** Except as specifically authorized, no equipment or material, including but not limited to, fill, construction materials, excavated material or debris, shall be

¹ The Work Commencement condition and the need for a Work Commencement Form is not applicable to Flood Management Certification approvals.

deposited, placed or stored in any wetland or watercourse on or off-site. The Licensee may not conduct work within wetlands or watercourses other than as specifically authorized, unless otherwise authorized in writing by the Commissioner. Tidal wetlands means “wetland” as defined by section 22a-29 and “freshwater wetlands and watercourses” means “wetlands” and “watercourses” as defined by section 22a-38.

6. **Unconfined Instream Work.** Unless otherwise noted in a condition of the license, the following conditions apply to projects in non-coastal waters:
 - Unconfined instream work is limited to the period June 1 through September 30.
 - Confinement of a work area by cofferdam techniques using sand bag placement, sheet pile installation (vibratory method only), portadam, or similar confinement devices is allowed any time of the year. The removal of such confinement devices is allowed any time of the year.
 - Once a work area has been confined, in-water work within the confined area is allowed any time of the year.
 - The confinement technique used shall completely isolate and protect the confined area from all flowing water. The use of silt boom/curtain or similar technique as a means for confinement is prohibited.
7. **For State Actions Only - Material or Equipment Storage in the Floodplain.** Unless approved by a Flood Management Exemption, 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 Licensee or the Licensee'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. In accordance with the licensee’s Flood Contingency Plan, the Licensee shall remove equipment and materials from the floodplain during periods when flood warnings have been issued or are anticipated by a responsible federal, state or local agency. It shall be the Licensee’s responsibility to obtain such warnings when flooding is anticipated.
8. **Temporary Hydraulic Facilities for Water Handling.** If not reviewed and approved as a part of the license application, temporary hydraulic facilities shall be designed by a qualified professional and in accordance with the *Connecticut Guidelines for Soil Erosion and Sediment Control*, the *2004 Connecticut Stormwater Quality Manual*, or the *Department of Transportation’s ConnDOT Drainage Manual*, as applicable. Temporary hydraulic facilities may include channels, culverts or bridges which are required for haul roads, channel relocations, culvert installations, bridge construction, temporary roads, or detours.
9. **Excavated Materials.** Unless otherwise authorized, all excavated material shall be staged and managed in a manner which prevents additional impacts to wetlands and watercourses.
10. **Best Management Practices.** The Licensee shall not cause or allow pollution of any wetlands or watercourses, including pollution resulting from sedimentation and erosion. In constructing

or maintaining any authorized structure or facility or conducting any authorized activity, or in removing any such structure or facility, the Licensee 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. For purposes of the license, “pollution” means “pollution” as that term is defined by CGS section 22a-423. 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.

11. Work Site Restoration. Upon completion of any authorized work, the Licensee shall restore all areas impacted by construction, or used as a staging area or accessway in connection with such work, to their condition prior to the commencement of such work.

12. Inspection. The Licensee shall allow any representative of the Commissioner to inspect the project location at reasonable times to ensure that work is being or has been conducted in accordance with the terms and conditions of this license.

13. Change of Use. (Applies only if a use is specified within the License “Project Description”)

- a. The work specified in the license is authorized solely for the purpose set forth in the license. No change in purpose or use of the authorized work or facilities as set forth in the license may occur without the prior written approval of the Commissioner. The Licensee shall, prior to undertaking or allowing any change in use or purpose from that which is authorized by this license, request permission from the Commissioner for such change. Said request shall be in writing and shall describe the proposed change and the reason for the change.
- b. A change in the form of ownership of any structure authorized herein from a rental/lease commercial marina to a wholly-owned common interest community or dockominium may constitute a change in purpose as specified in paragraph (a) above.

14. De Minimis Alteration. The Licensee shall not deviate from the authorized activity without prior written approval from the Commissioner. The Licensee 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.

- For diversion activities authorized pursuant to 22a-377(c)-2 of the Regulations of Connecticut State Agencies, a de minimis alteration means an alteration which does not significantly increase the quantity of water diverted or significantly change the capacity to divert water.

15. Extension Request. The Licensee may request an extension of the license expiration date. Such request shall be in writing and shall be submitted to the Commissioner at least thirty (30) days prior to the license expiration. Such request shall describe the work done to date, what work still needs to be completed, and the reason for such extension. It shall be the Commissioner’s sole discretion to grant or deny such request.

- 16. Compliance Certification.** Not later than 90 days after completion of the authorized work, the Licensee shall prepare and submit to the Commissioner the attached Compliance Certification Form. Such Compliance Certification shall be completed, signed, and sealed by the Licensee and a Connecticut Licensed Design Professional. If non-compliance is indicated on the form, or the Commissioner has reason to believe the activities and/or structures were conducted in non-compliance with the license, the Commissioner may require the Licensee to submit as-built plans as a condition of this license.
- 17. Maintenance.** The Licensee shall maintain all authorized structures or work in optimal condition or shall remove such structures or facility and restore the affected waters to their pre-work condition. Any such maintenance or removal activity shall be conducted in accordance with applicable law and any additional approvals required by law.
- 18. No Work After License Expiration.** Work conducted after the license expiration date is a violation of the license and may subject the licensee to enforcement action, including penalties, as provided by law.
- 19. License Transfer.** The license is not transferable without prior written authorization of the Commissioner. A request to transfer a license shall be submitted in writing and shall describe the proposed transfer and the reason for such transfer. The Licensee's obligations under the license shall not be affected by the passage of title to the license site to any other person or municipality until such time as a transfer is approved by the Commissioner.
- 20. Document Submission.** Any document required to be submitted to the Commissioner under the license or any contact required to be made with the Commissioner shall, unless otherwise specified in writing by the Commissioner, be directed to:
- Regulatory Section
Land & Water Resources Division
Department of Energy and Environmental Protection
79 Elm Street
Hartford, Connecticut 06106-5127
860-424-3019
- 21. Date of Document Submission.** The date of submission to the Commissioner of any document required by the license shall be the date such document is received by the Commissioner. The date of any notice by the Commissioner under the license, including but not limited to notice of approval or disapproval of any document or other action, shall be the date such notice is personally delivered or the date three (3) days after it is mailed by the Commissioner, whichever is earlier. Except as otherwise specified in the license, the word "day" as used in the license means calendar day. Any document or action which is required by the license to be submitted or performed by a date which falls on a Saturday, Sunday or a Connecticut or federal holiday shall be submitted or performed on or before the next day which is not a Saturday, Sunday, or a Connecticut or federal holiday.
- 22. Certification of Documents.** Any document, including but not limited to any notice, which is required to be submitted to the Commissioner under the license shall be signed by the Licensee 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 and certify that based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief, and I understand that any false statement made in this document or its attachments may be punishable as a criminal offense.”

- 23. Accuracy of Documentation.** In evaluating the application for the license, the Commissioner has relied on information and data provided by the Licensee and on the Licensee’s representations concerning site conditions, design specifications and the proposed work, including but not limited to representations concerning the commercial, public or private nature of the work or structures, the water-dependency of said work or structures, its availability for access by the general public, and the ownership of regulated structures or filled areas. If such information proves to be false, deceptive, incomplete or inaccurate, the license may be modified, suspended or revoked, and any unauthorized activities may be subject to enforcement action.
- 24. Limits of Liability.** In granting the license, the Commissioner has relied on all representations of the Licensee, including information and data provided in support of the Licensee’s application. Neither the Licensee’s representations nor the issuance of the license shall constitute an assurance by the Commissioner as to the structural integrity, the engineering feasibility or the efficacy of such design.
- 25. Reporting of Violations.** In the event that the Licensee becomes aware that they did not or may not comply, or did not or may not comply on time, with any provision of this license or of any document incorporated into the license, the Licensee shall immediately notify the agency contact specified within the license and shall take all reasonable steps to ensure that any noncompliance or delay is avoided or, if unavoidable, is minimized to the greatest extent possible. In so notifying the agency contact, the Licensee shall provide, for the agency’s review and written approval, a report including the following information:
- a. the provision(s) of the license 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; and
 - g. the signatures of the Licensee and of the individual(s) responsible for actually preparing such report.

If the violation occurs outside of normal business hours, the Licensee shall contact the Department of Energy and Environmental Protection Emergency Dispatch at 860-424-3333. The Licensee shall comply with any dates which may be approved in writing by the

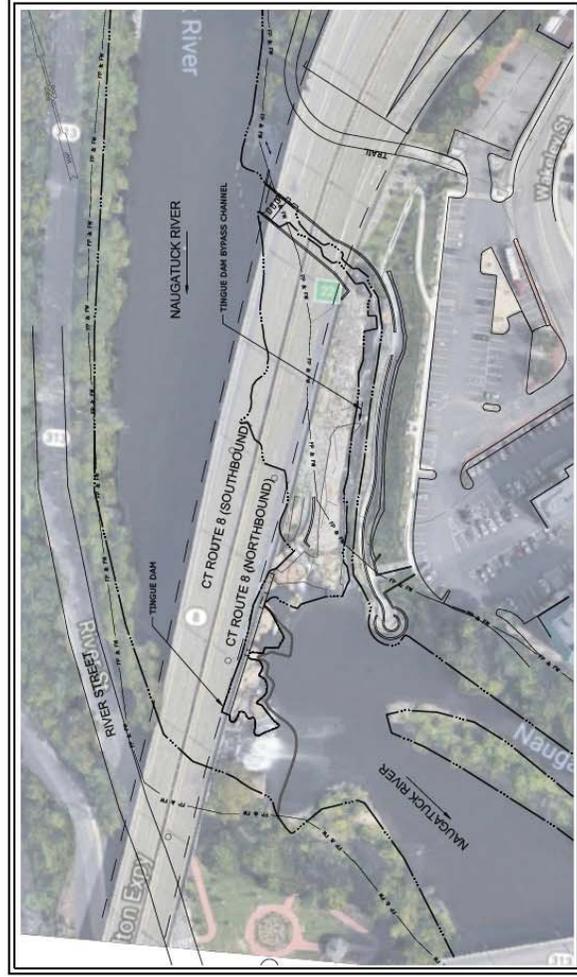
Commissioner.

- 26. Revocation/Suspension/Modification.** The license may be revoked, suspended, or modified in accordance with applicable law.
- 27. Other Required Approvals.** License issuance does not relieve the Licensee of their obligations to obtain any other approvals required by applicable federal, state and local law.
- 28. Rights.** The license is subject to and does not derogate any present or future property rights or powers of the State of Connecticut, and 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 hereby.
- 29. Condition Conflicts.** In the case where a project specific special condition listed on the license differs from, or conflicts with, one of the general conditions listed herein, the project specific special condition language shall prevail. It is the licensee's responsibility to contact the agency contact person listed on the license for clarification if needed prior to conducting any further regulated activities.

CTDEEP CONCRETE WEIRS AT TINGUE DAM BYPASS CHANNEL MODIFICATIONS

CT DEEP
NAUGATUCK RIVER AT WAKELEY STREET
SEYMOUR, CONNECTICUT

OCTOBER 30, 2020



PROJECT SITE VICINITY MAP:

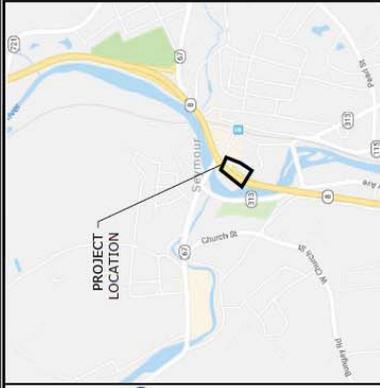


PREPARED FOR:
CONNECTICUT DEPARTMENT OF ENERGY
ENVIRONMENTAL PROTECTION (CTDEEP)
BUREAU OF WATER RESOURCES
RIVER AND FISHERIES DIVISION
79 ELM STREET
HARTFORD, CONNECTICUT 06106



PREPARED BY:
MILONE & MACBROOM®

811 Ready Room
64410
(203) 272-1773 Fax: (203) 272-9733
www.miloneandmacbroom.com

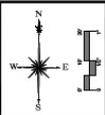


LOCATION MAP:



LIST OF DRAWINGS

NO.	TITLE
01	TITLE SHEET
02	EXISTING CONDITIONS PLAN
03	BYPASS CHANNEL PLAN AND PROFILE
04	STRUCTURAL SECTIONS
05	CHANNEL SECTIONS
06	CONSTRUCTION ACCESS AND EROSION CONTROL
07-08	DETAILS
09	INTAKE STRUCTURE PLAN
10	APPROXIMATE CHANGE FIELD LOCATION OF CONDUIT RUNS FOR INFORMATIONAL PURPOSES ONLY



DATE	DESCRIPTION

MILONE & MACBROOM

REGISTERED PROFESSIONAL ENGINEERS
STATE OF CONNECTICUT
LICENSE NO. 10883-30
100 WATER STREET
SUITE 200
NEW HAVEN, CT 06510
TEL: 203.261.1111
WWW.MILONE-MACBROOM.COM

DATE	DESCRIPTION

EXISTING CONDITIONS PLAN

**CTDEEP CONCRETE WEIRS AT
TINGUE DAM BYPASS CHANNEL MODIFICATIONS
NAUGATUCK RIVER AT WAKELEY STREET
SEYMOUR, CONNECTICUT**

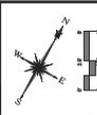
JOB NO.	JCM	WAG

02



- LEGEND**
- MAJOR CONTOUR (5')
 - MINOR CONTOUR (1')
 - EDGE OF WATERCOURSE AT TIME OF SURVEY
 - FEMA 100-YR FLOODPLAIN & FLOODWAY
 - WETLAND BOUNDARY
 - FENCE
 - TELEPHONE LINE
 - SANITARY LINE
 - STORM SEWER LINE
 - ELECTRICAL LINE
 - STORM LINE
 - PROPERTY LINE
 - TREELINE
 - ROUTE B OVERPASS
 - EDGE OF PAVEMENT
 - PAVED LINEAR TRAIL
- DAM
 - RIPRAP/GRAVEL
 - EXISTING WATERCOURSE
 - LIGHT
 - SIGN
 - SANITARY MANHOLE
 - MANHOLE
 - CATCH BASIN

NOTE
THE LIFETIME PORTION OF THE PROJECT SITE IS
LOCATED WITHIN THE FEMA 100-YR FLOODPLAIN.

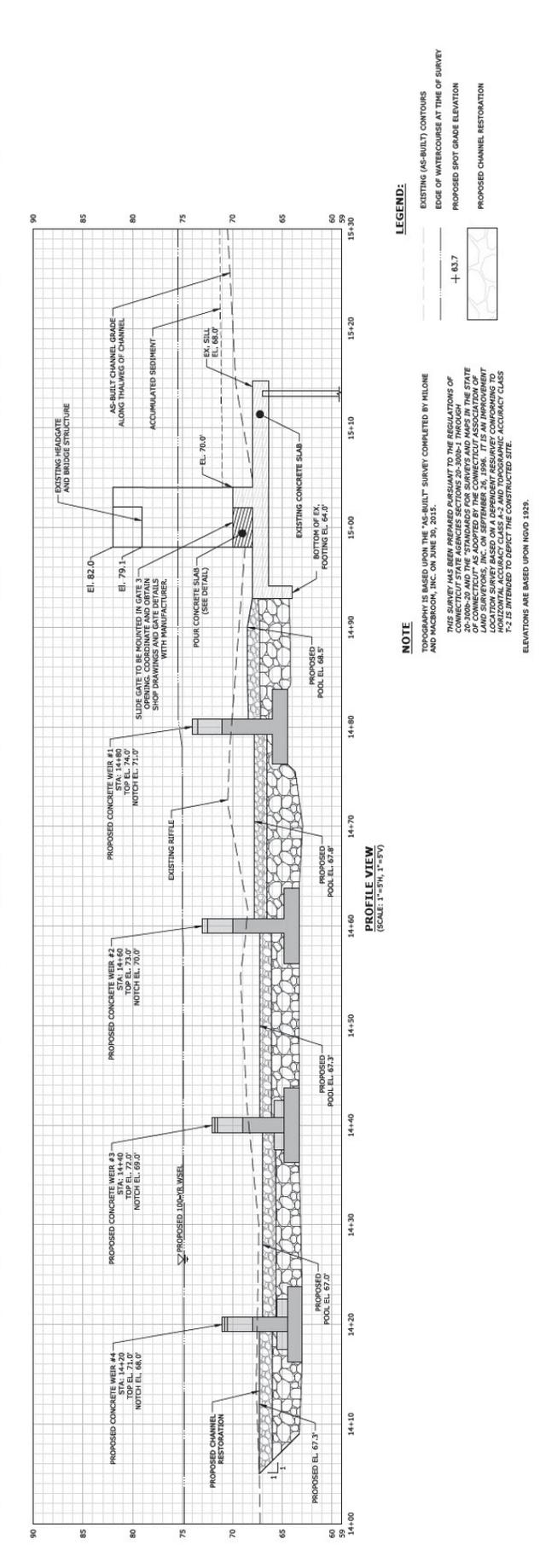
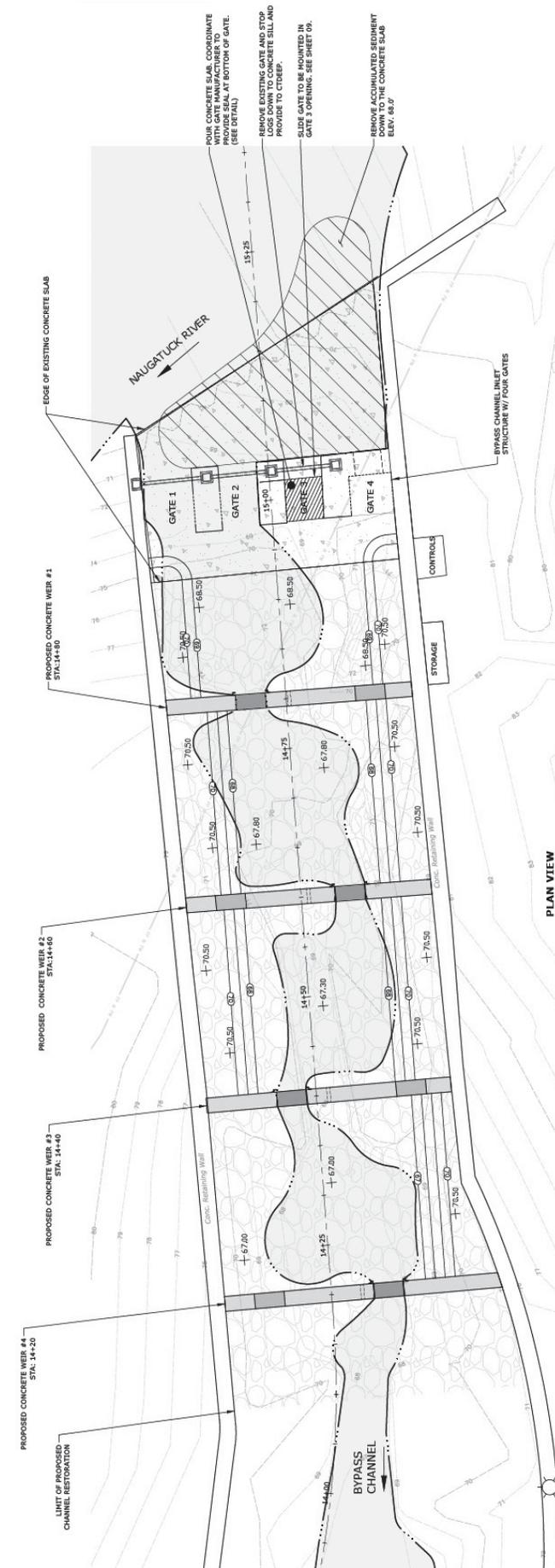


DATE	DESCRIPTION

29 REALTY DRIVE
 SUITE 100
 WESTPORT, CT 06880
 (860) 426-1100
 WWW.MILONEANDMACBROOM.COM

DATE	DESCRIPTION

BYPASS CHANNEL PLAN AND PROFILE
 CTDEP CONCRETE WEIRS AT
 TINGUE DAM BYPASS CHANNEL MODIFICATIONS
 NAUGATUCK RIVER AT WAKEYEY STREET
 SEYMOUR, CONNECTICUT
 DATE: OCTOBER 30, 2020
 SCALE: AS NOTED
 SHEET NO: 108-30
 PROJECT NO: 05 OF 10
 DRAWN BY:

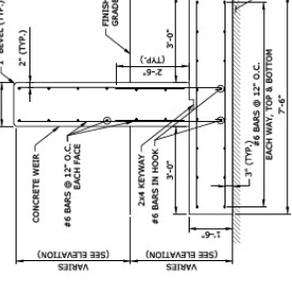
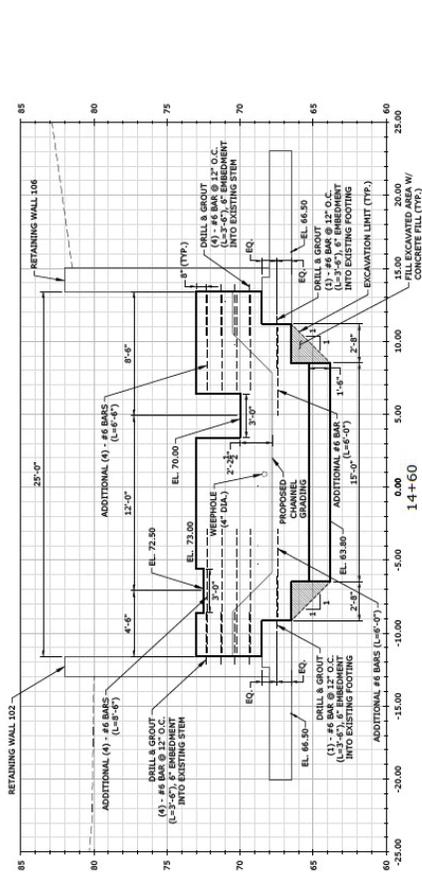
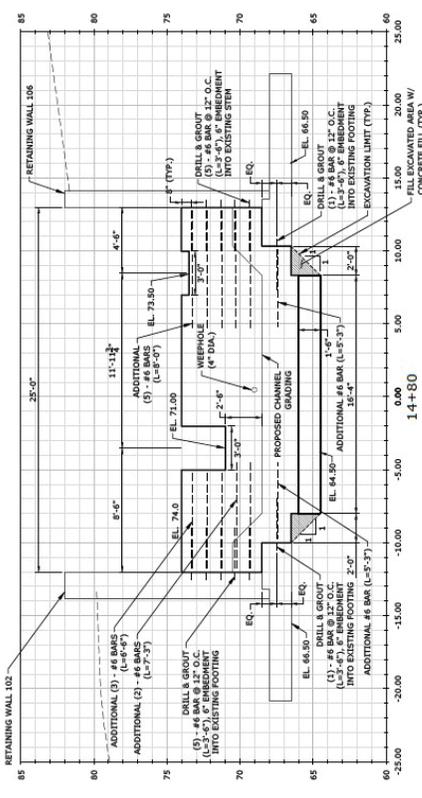
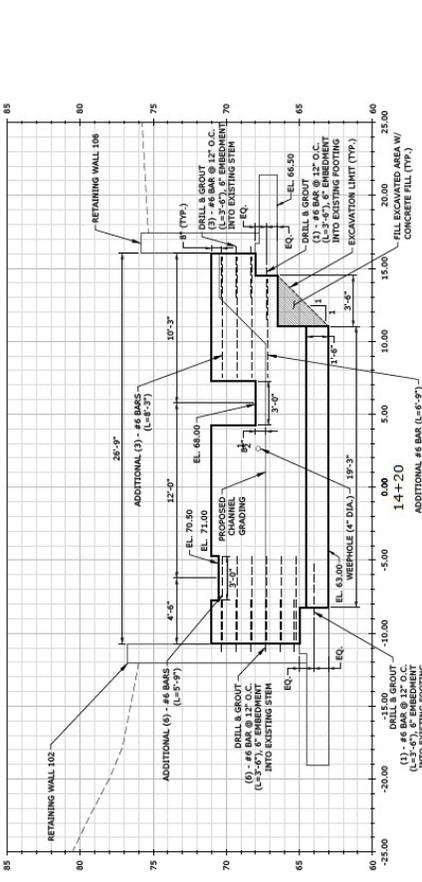
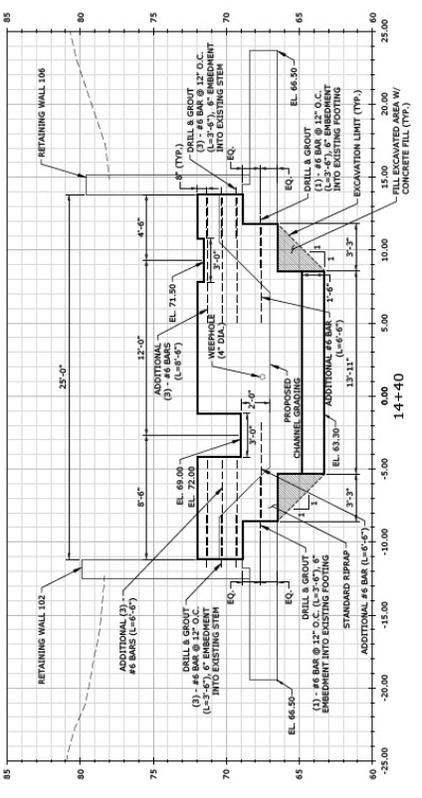


LEGEND:
 --- EXISTING (AS-BUILT) CONTOURS
 --- EDGE OF WATERCOURSE AT TIME OF SURVEY
 --- PROPOSED SPOT GRADE ELEVATION
 --- PROPOSED CHANNEL RESTORATION

NOTE
 TOPOGRAPHY IS BASED UPON THE "AS-BUILT" SURVEY COMPLETED BY MILONE AND MACBROOM, INC. ON JUNE 29, 2018. THIS SURVEY IS SUBJECT TO THE REGULATIONS OF CONNECTICUT STATE AGENCIES SECTIONS 20-200-1 THROUGH 20-200-10 AND THE STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT. THIS PROJECT WAS DESIGNED AND CONSTRUCTED BY LAND SURVEYORS, INC. ON SEPTEMBER 26, 1996. IT IS AN IMPROVEMENT LOCAL TO THE SITE AND IS NOT A PART OF ANY OTHER PROJECT. LOCAL TO THE SITE IS INTENDED TO DEPICT THE CONSTRUCTED SITE. ELEVATIONS ARE BASED UPON NGVD 1929.

- POUR CONCRETE SLAB, COORDINATE WITH MANUFACTURER AND PROVIDE SEAL AT BOTTOM OF GATE. (SEE DETAIL)
- REMOVE EXISTING GATE AND STOP PROVIDE TO CTDEP.
- SLIDE GATE TO BE MOUNTED IN GATE'S OPENING. (SEE SHEET 04)
- REMOVE ACCUMULATED SEDIMENT DOWN TO THE CONCRETE SLAB ELEV. 68.0'

ELEVATIONS ARE BASED UPON NGVD 1929.



CONCRETE WEIR SECTION
SCALE: 1/4"=1'-0"

GENERAL NOTES

- ALLOWABLE DESIGN STRESSES:
CLASS "F"
BASED ON $f_c = 4,000$ psi
THE SPECIFIED CONCRETE STRENGTH USED IN DESIGN (F) OF THE CONCRETE COMPONENTS IS NOTED ABOVE. THE MINIMUM COMPRESSIVE STRENGTH OF THE CONCRETE SHALL BE EQUAL TO THE MINIMUM COMPRESSIVE STRENGTH OF THE CONCRETE FOR STRUCTURES.
- REINFORCEMENT
ASTM A615 GRADE 60..... $f_y = 60,000$ psi
- DIMENSIONS: WHEN DIMENSIONAL DIMENSIONS ARE GIVEN TO LESS THAN THREE DECIMAL PLACES, THE OMITTED DIGITS SHALL BE ASSUMED TO BE ZEROS.
- EXISTING DIMENSIONS: DIMENSIONS OF THE EXISTING STRUCTURE SHOWN ON THESE PLANS ARE FOR GENERAL REFERENCE ONLY AND ARE NOT GUARANTEED. THE DIMENSIONS OF THE FINISH WORK AND SHALL ASSUME FULL RESPONSIBILITY FOR THEIR ACCURACY. WHEN SHOP DRAWINGS BASED ON FIELD MEASUREMENTS ARE SUBMITTED FOR REVIEW, THE FIELD MEASUREMENTS SHALL ALSO BE SUBMITTED FOR REFERENCE BY THE REVIEWER.

CONCRETE NOTES

- CLASS "F" CONCRETE: CLASS "F" CONCRETE SHALL BE USED FOR CONCRETE WEIR & FOOTING.
- EXPOSED EDGES: EXPOSED EDGES OF CONCRETE SHALL BE REVEALED 1"± UNLESS DIMENSIONED OTHERWISE.
- CONCRETE CODE: ALL REINFORCEMENT SHALL HAVE TWO INCHES COVER UNLESS DIMENSIONED OTHERWISE.
- REINFORCEMENT: ALL REINFORCEMENT SHALL BE ASTM A615 GRADE 60.
- EPOXY COATED REINFORCING BARS: ALL REINFORCEMENT IN THE CONCRETE WEIR SHALL BE EPOXY COATED.
- CONSTRUCTION JOINTS: CONSTRUCTION JOINTS, OTHER THAN THOSE SHOWN ON THE PLANS, WILL NOT BE PERMITTED WITHOUT THE PRIOR APPROVAL OF THE ENGINEER.

CONSTRUCTION SEQUENCE

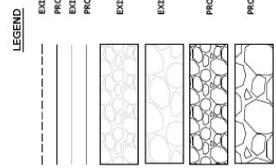
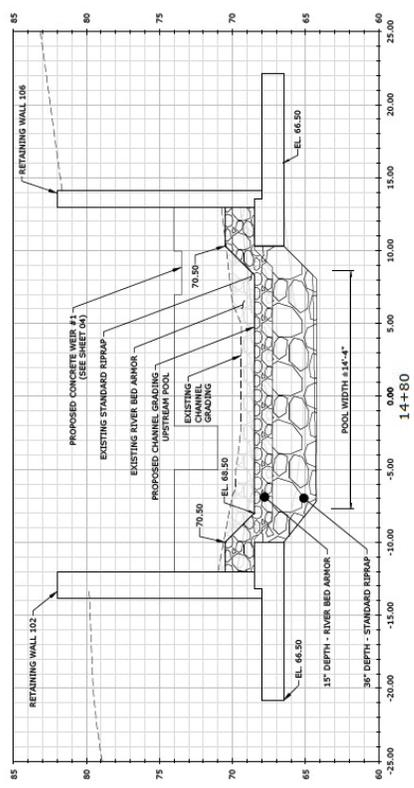
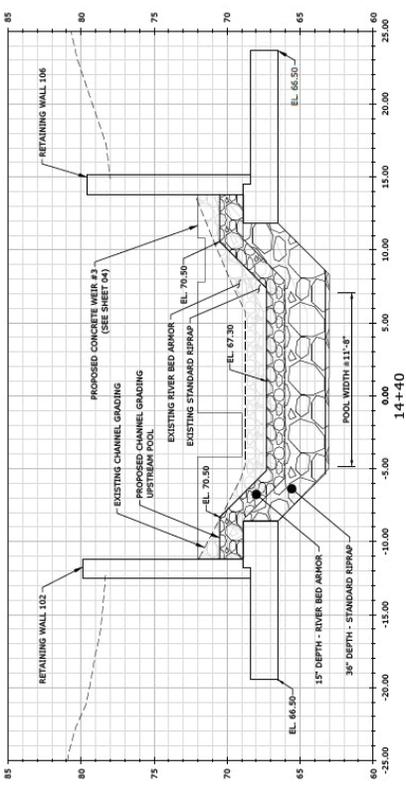
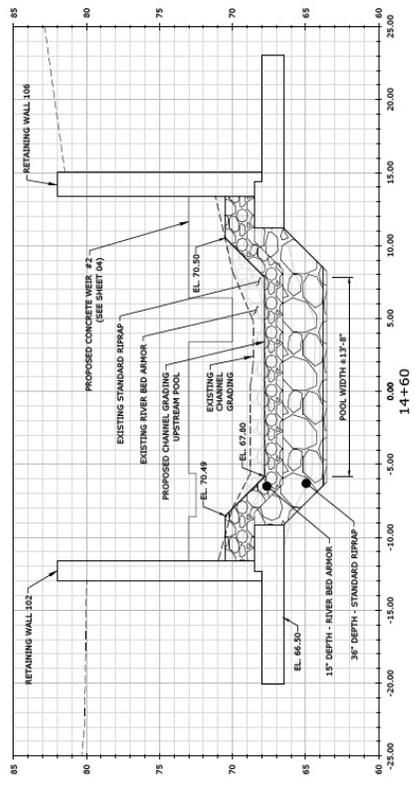
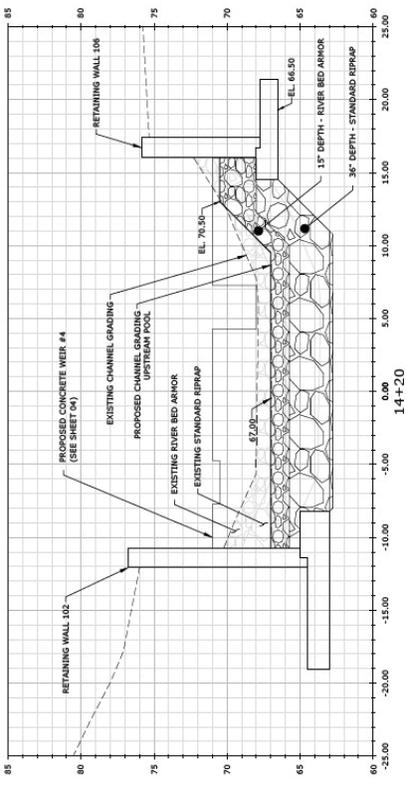
- SHIFT SLICE GATES FOR WATER CONTROL.
- CONSTRUCT ACCESS INTO BY-PASS CHANNEL FROM EXISTING GRAVEL ACCESS.
- IF NECESSARY ACCESS LOWER CHANNEL TO MOVE BOULDERS IF DIRECTED BY CT DEEP PRIOR TO CONSTRUCTION OF NEW WEIRS.
- START CONSTRUCTION OF FIRST CONCRETE WEIR WHICH IS FURTHEST FROM THE ACCESS ROAD.
- EXCAVATE FOR FOOTING AS SHOWN - AVOID ANY UNDERMINING OF EXISTING FOOTINGS.
- ALL EXCAVATED AREAS TO BE FILLED WITH CONCRETE FILL.
- FORM AND POUR CONCRETE FOOTING.
- DRILL & GROUT REINFORCING INTO EXISTING FOOTING AND STEEL SHOWN.
- BACKFILL TO FINISHED GRADE AS SHOWN WITH APPROPRIATE MATERIALS.
- BREAK STEPS 3 THRU 10 FOR THE REMAINING CONCRETE WEIRS, THE SEQUENCE OF WEIR CONSTRUCTION IS TO BE DETERMINED BY THE CONTRACTOR BASED UPON THE POINT OF ACCESS.
- REGRADE SUBSTRATE IMMEDIATELY DOWNSTREAM OF WEIR 4 TO ACHIEVE INDICATED ELEVATIONS AND MATCH INTO EXISTING CHANNEL GRADE.
- STOCKPILE TEN 3-FOOT DIAMETER BOULDERS ALONGSIDE OF THE BYPASS CHANNEL ALONG THE NORTHEASTERN TOP OF WALL, AS DIRECTED BY THE DEEP, FOR POSSIBLE FUTURE USE.

- NOTES:**
- EXISTING SECTIONS LOOKING UPSTREAM.
 - AS-BUILT DIMENSIONS OF EXISTING WALLS MAY VARY FROM DIMENSIONS SHOWN. PROPOSED DIMENSIONS TO BE FIELD ADJUSTED AND APPROVED PRIOR TO CONSTRUCTION.

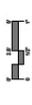
NO.	DESCRIPTION	DATE	BY

STRUCTURAL SECTIONS
CTDEP CONCRETE WEIRS AT
TINDEP DAM BYPASS CHANNEL MODIFICATIONS
SEYMOUR, CONNECTICUT
NAUGAUCON RIVER AT WAKEY STREET

NO.	14E-11-01
DATE	OCTOBER 30, 2020
SCALE	1/4"=1'-0"
PROJECT NO.	1108-30
DATE PLOTTED	04 OF 10
SCALE	04



- NOTES**
- CROSS SECTIONS DRAWN ON UPSTREAM SIDE OF WEIR IN POOL.
 - CROSS SECTIONS LOOKING UPSTREAM.
 - AS-BUILT DIMENSIONS OF EXISTING WALLS MAY VARY FROM DIMENSIONS SHOWN. PROPOSED DIMENSIONS TO BE FIELD ADJUSTED AND APPROVED PRIOR TO CONSTRUCTION.
 - EXISTING CHANNEL GRADING AND CHANNEL BED ARMOR TO BE REMOVED FROM NEW CHANNEL AT GRADES SHOWN BETWEEN CONCRETE WEIRS. IF ADDITIONAL ROCK NEEDS TO BE BROUGHT ON SITE, IT WILL BE AT CONTRACTOR'S DISCRETION.



MILONE & MACBROOM
 99 Brady Drive
 Cheshire, Connecticut 06024
 (203) 271-1773 Fax: (203) 272-9733
 www.miloneandmacbroom.com

DATE	DESCRIPTION

CHANNEL SECTIONS
 CTDEP CONCRETE WEIRS AT
 TINGUE DAM BYPASS CHANNEL MODIFICATIONS
 MAUGATUCK RIVER AT WAKEYE STREET
 SEYMOUR, CONNECTICUT

JOB	CHE	WAG
108-30	108-30	108-30
DATE	DATE	DATE
OCTOBER 30, 2020	OCTOBER 30, 2020	OCTOBER 30, 2020
SCALE	SCALE	SCALE
1"=11'-0"	1"=11'-0"	1"=11'-0"
SHEET NO.	SHEET NO.	SHEET NO.
108-30	108-30	108-30
DATE PLOTTED	DATE PLOTTED	DATE PLOTTED
05 OF 10	05 OF 10	05 OF 10



DATE	DESCRIPTION	BY

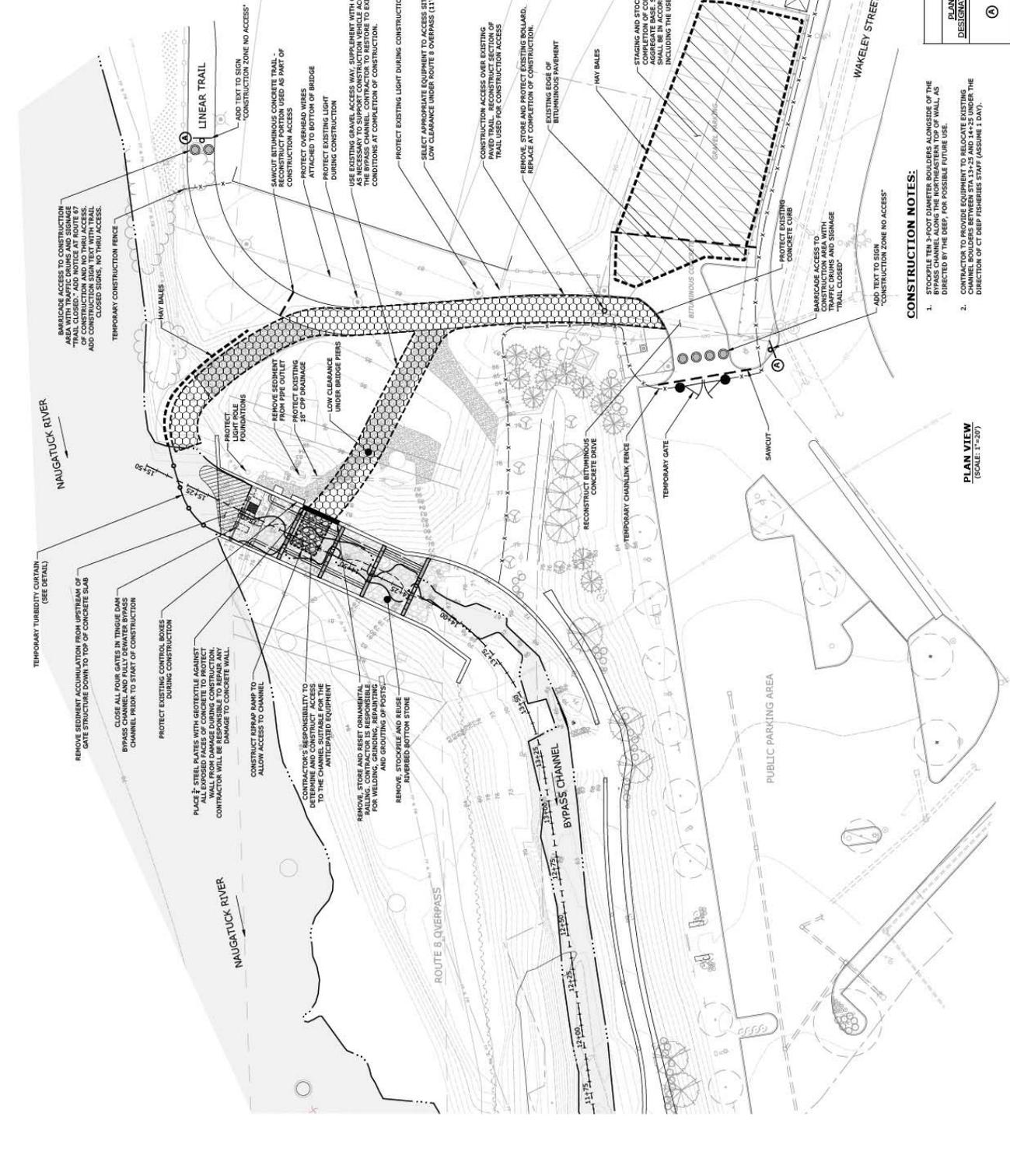
MILONE & MACBROOM
 29 HARTY DRIVE
 SUITE 100
 WESTPORT, MA 01886
 TEL: 978.335.1233
 FAX: 978.335.1234
 WWW.MILONEANDMACBROOM.COM

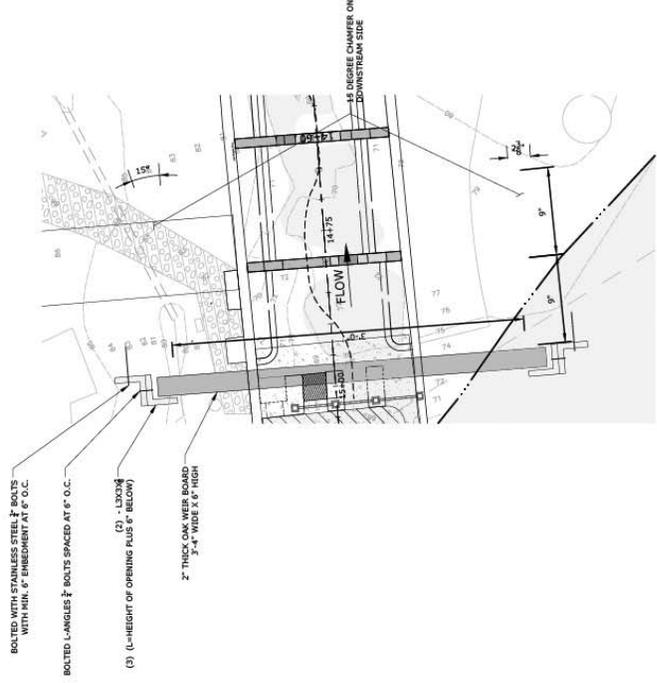
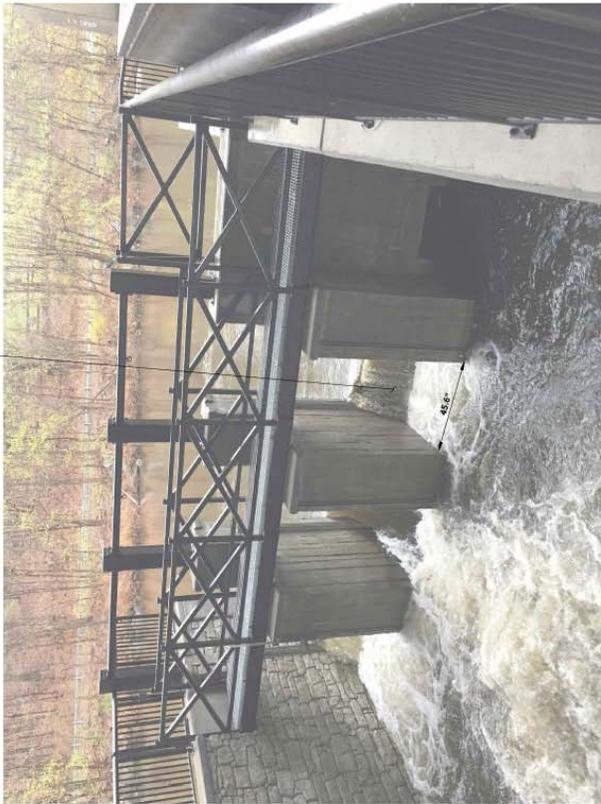
DATE	DESCRIPTION	BY

CONSTRUCTION ACCESS AND EROSION CONTROL
 CTDEP CONCRETE WEIERS AT
 TINGUE DAM BYPASS CHANNEL MODIFICATIONS
 NAUGATUCK RIVER AT WAKELEY STREET
 SEYMOUR, CONNECTICUT

DATE: OCTOBER 30, 2020
 SCALE: 1"=20'
 SHEET: T-207
 PROJECT: 108-30
 PERMIT: 06 OF 10
 DRAWING NO: **06**

- LEGEND:**
- EXISTING (AS-BUILT) CONTOURS
 - EDGE OF WATERCOURSE AT TIME OF SURVEY
 - HAY BALES
 - SAW CUT
 - TEMPORARY CONSTRUCTION FENCE
 - TEMPORARY TURBIDITY CURTAIN
 - CONSTRUCTION ACCESS ROAD
 - STOCKPILE/STAGING AREA
 - TRAFFIC DRUMS
 - CONSTRUCTION SIGN
 - TEMPORARY GATE

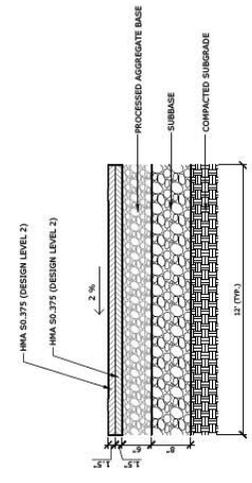




- BOLTED WITH STAINLESS STEEL F₃₀₄ BOLTS WITH MIN. 6\"/>
- BOLTED L-ANGLES F₃₀₄ BOLTS SPACED AT 6\"/>
- (1) 1\"/>
- (3) (L=HEIGHT OF OPENING PLUS 6\"/>
- 2\"/>

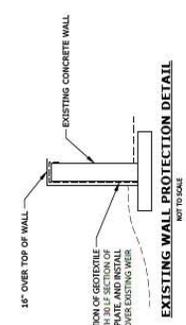
HEADGATE

NOTE:
1. FOUR CONCRETE SLAB, COORDINATE WITH GATE MANUFACTURER TO PROVIDE SEAL AT BOTTOM OF GATE.



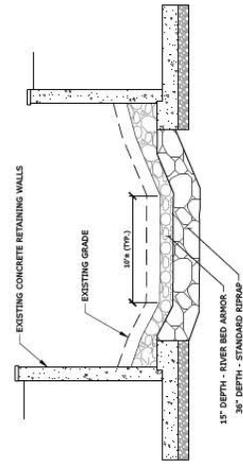
BITUMINOUS CONCRETE TRAIL

NOT TO SCALE



EXISTING WALL PROTECTION DETAIL

NOT TO SCALE



- NOTES:**
1. EXISTING AND PROPOSED EXISTING CHANNEL ARMORING AND REPAIR WITHIN LIMITS OF DISTURBANCE PRIOR TO EXCAVATION.
2. RIVER BED ARMOR AND REPAIR TO BE SEGREGATED FOR REUSE.
3. REUSE STOCKPILED RIVER BED ARMOR AND REPAIR TO FORM REVISED CHANNEL.

CHANNEL RESTORATION - TYPICAL SECTION

NOT TO SCALE

DETAILS

WAG	CHE	IWAG
ISSUED	ISSUED	ISSUED
AS NOTED		
DATE	OCTOBER 30, 2020	
PROJECT NO.	1108-30	
SHEET NO.	08 OF 10	

