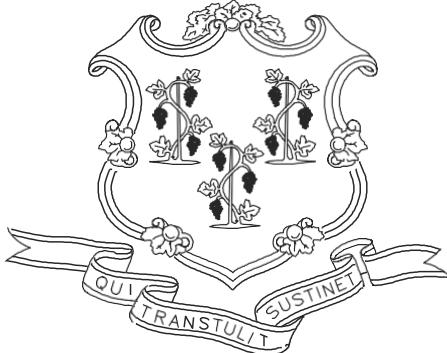


CONTRACT FORMS
BID DOCUMENTS
&
PROJECT SPECIFICATIONS
FOR
REPAIRS AND MODIFICATIONS TO
UPPER BOLTON LAKE DAM

VERNON, CT

Project Number DS-201806989



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

November 2020
(Revised for Bidding April 2021)

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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: Repairs and Modifications to Upper Bolton Lake Dam
Vernon, CT

PROJECT NUMBER: DS-201806989

DATE OF BID ADVERTISMENT: May 4, 2021

DATE OF BID OPENING: Thursday June 3, 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: Construction of a new concrete structure with a concrete spillway, trash rack, and stainless-steel slide gate at the upstream end of the existing 30" and 36" RCP outlet culverts under Hatch Hill Road.

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/ctsourc/ctsourc>
No bid packages will be available at the pre-bid meeting

PRE-BID MEETING: A mandatory pre-bid meeting will be held on May 13, 2021, at 10:00 AM. Representatives of the Water Planning and Management Division will meet prospective bidders at the parking lot on the south side of Hatch Hill Road near the Bolton Lakes in Vernon, CT for the purpose of reviewing the project and conducting a site inspection. Prospective bidders must pre-register for the mandatory pre-bid meeting by submitting an e-mail including Company Name, Name of Contact Person, mailing address, e-mail address and telephone number by 4:00 PM on May 11, 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 Bogaczyk at jenna.bogaczyk@ct.gov (cc:wandres@tataandhoward.com) by 2:00 pm on May 20, 2021. Responses to questions will be answered per addendum and posted on the CTSource website by 2:00 pm on May 27, 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, Thursday June 3, 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.

CONTACT INFORMATION:

Prospective bidders may contact Jenna Bogaczyk of the DEEP/Water Planning and Management Division by e-mail at jenna.bogaczyk@ct.gov for additional information or clarification regarding the Bid and Contract Documents.

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

Katie S. Dykes
Commissioner
Department of Energy and Environmental Protection

NOTICE AND INSTRUCTIONS TO BIDDERS

STATE OF CONNECTICUT DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION

1. BIDS AND REJECTION OF BIDS

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

7. State of Connecticut Labor Department Form E.O. 3-1, "Employer Report of Compliance Staffing" (refer to Part I.B and Page IB-2 regarding implementation of Executive Order Number Three.)

D. The Department of Energy and Environmental Protection (DEEP) will receive bids electronically through the Department of Administrative Services (DAS) web page until 10:59 am on the bid opening date as specified in the Invitation To Bid (IB-1 and IB-2). Bids will not be accepted in person or by mail. Bids received by DEEP/DAS after 10:59 am on the bid opening date will not be accepted. It is each bidder's responsibility to ensure that their bid package is received on time and at the identified location. Any bid received after the scheduled closing time for the receipt of bids will not be opened or reviewed by DEEP.

E. Any bid, once deposited with the Department of Energy & Environmental Protection, may only be withdrawn by letter of request, signed by the depositing Bidder and presented to the Commissioner prior to the time of opening of any bid for the project in question. Under Paragraph 3A of the Proposal Form (refer to Page PF-2), the Contractor agrees to hold the Bid for one hundred twenty (120) days after the opening date

F. The Commissioner of the Department of Energy & Environmental Protection reserves the right to waive technical defects in the bids, to reject any bids which do not conform to the terms and conditions described herein, to accept or reject any part of any bid and to reject all bids and again invite bids.

G. The award of the Contract to a Bidder will be contingent upon determination by the Connecticut Department of Energy & Environmental Protection and the Connecticut Commission on Human Rights and Opportunities that the Bidder is in compliance with Sections 4a-60 and 4a-60a of the Connecticut General Statutes ("C.G.S.") and Section 46a-68j-23 of the Regulations of Connecticut State Agencies ("R.C.S.A.") regarding equal employment opportunity, and the Bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the Work of the Contract. Upon notification of a Bidder by said Department of Energy & Environmental Protection as the lowest responsible bidder, said determination of compliance may require an Affirmative Action Plan as required under C.G.S. Sections 46a-68c and - 68d, and R.C.S.A. Section 46a-68j- 27(1).

2. BID SECURITY

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

3. FORFEIT OF BID SECURITY

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

4. CONTRACTOR'S QUALIFICATIONS

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

5. ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the Plans, Technical Specifications or other Contract Documents will be made orally to any Bidder. Every request for such interpretation should be in writing and sent via e-mail to Jenna Bogaczyk (jenna.bogaczyk@ct.gov) at the Department of Energy and Environmental Protection (cc: wandres@tataandhoward.com) and to be given consideration, must be received by 2:00 pm, Thursday, May 20, 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 2:00 pm, Thursday, May 27, 2021. Failure of any Bidder to receive any such Addenda or interpretation shall not release the Bidder from any obligations under its bid as submitted, provided notice has been sent to the e-mail address furnished by such prospective bidder for the transmittal of notices, addenda and interpretations.

6. SECURITY FOR FAITHFUL PERFORMANCE

- A. Performance Bond (for bids over \$25,000.00): Concurrent with the signing of the Contract by the successful Bidder, the successful Bidder shall submit an executed Performance Bond, prepared on the form of Performance Bond provided by the Department of Energy & Environmental Protection, in the amount of 100 percent of the Total Bid Amount, conditioned upon the faithful performance of the Contract, and having as surety thereto such Surety Company or Companies as are authorized to transact business in the State of Connecticut. Any such Bond furnished shall have as principal the name of the successful Bidder.
- B. Labor and Material Bond (for bids over \$25,000.00): At this same time, the successful Bidder shall submit an executed Labor and Material Bond, prepared on the form of Labor and Material Bond provided by the Department of Energy & Environmental Protection, in the amount of 100 percent of the Total Bid Amount which shall be binding upon the award of the Contract to such Bidder, and having as surety thereto such surety company or companies as are authorized to transact business in the State of Connecticut, for the protection of persons supplying labor or

materials in the prosecution of the work provided for in the Contract for use of each such person. Any such Bond furnished shall have as principal the name of the successful bidder. This Bond is to be furnished pursuant to Section 49-41 of the General Statutes of Connecticut, as revised.

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

Sec. 49-41a. Enforcement of payment by general contractor to subcontractor and by subcontractor to his subcontractors. (a) When any public work is awarded by a contract for which a payment bond is required by Section 49-41, the contract for the public work shall contain the following provisions:

(1) A requirement that the general contractor, within thirty days after payment to the contractor by the State or a municipality, pay any amounts due any subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the contractor and paid by the State or a municipality; (2) a requirement that the general contractor shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within thirty days after such subcontractor receives a payment from the general contractor which encompasses labor or materials furnished by such subcontractor.

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

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

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

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

(a) Every person who has furnished labor or material in the prosecution of the work provided for in such contract in respect of which a payment bond is furnished under the provisions of Section 49-41 and who has not been paid in full therefor before the expiration of a period of ninety days after the day on which the last of the labor was done or performed by him or material was furnished or supplied by him for which the claim is made, may enforce his right to payment under the bond by serving a notice of claim within one hundred eighty days after the date on which he performed the last of the labor or furnished the last of the material for which the claim is made, on the surety that issued the bond and a copy of the notice on the contractor named as principle in the bond. The notice of claim shall state with substantial accuracy the amount claimed, the name of the party for whom

the labor was performed or to whom the materials were furnished and shall provide a detailed description of the bonded public project for which the labor or materials were provided. Within ninety days after service of the notice of claim, the surety shall make payment under the bond and satisfy the claim, or any portion of the claim which is not subject to a good faith dispute, and shall serve a notice on the claimant denying liability for any unpaid portion of the claim. The notices required under this section shall be served by registered or certified mail, postage prepaid in envelopes addressed to any office at which the surety, principal or claimant conducts his business, or in any manner in which civil process may be served. If the surety denies liability on the claim, or any portion thereof, the claimant may bring action upon the payment bond in the superior court for such sums and prosecute the action to final execution and judgment. An action to recover on a payment bond under this section shall be privileged with respect to assignment for trial.

The court shall not consolidate for trial any action brought under this section with any other action brought on the same bond unless the court finds that a substantial portion of the evidence to be adduced, other than the fact that the claims sought to be consolidated arise under the same general contract, is common to such actions and that consolidation will not result in excessive delays to any claimant whose action was instituted at a time significantly prior to the motion to consolidate. In any such proceeding, the court judgment shall award the prevailing party the costs for bringing such proceeding and allow interest at the rate of interest specified in the labor or materials contract under which the claim arises or, if no such interest rate is specified, at the rate of interest as provided in section 37-3a upon the amount recovered, computed from the date of service of the notice of claim, provide, for any portion of the claim which the court finds was due and payable after the date of service of the notice of claim, such interest shall be computed from the date such portion became due and payable. The court judgment may award reasonable attorney's fees to either party if upon reviewing the entire record, it appears that the original claim, the surety's denial of liability, or the defense interposed to the claim is without substantial basis in fact or law.

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

(b) Every suit instituted under this section shall be brought in the name of the person suing, in the superior court for the judicial district where the contract was to be performed, irrespective of the amount in controversy in the suit, but no such suit may be commenced after the expiration of one year after the day on which the last of the labor was performed or material was supplied by the claimant.

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

7. CONNECTICUT SALES AND USE TAXES

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

8. PERCENTAGE OF WORK TO BE COMPLETED BY THE CONTRACTOR

The bidder must perform at least 70% of the Work with its own forces. At the time of Contract

signing, the apparent low Bidder shall submit a letter certifying the percentage of the Work to be completed by its own forces and stating the portions of the Work by division or portion of the Technical Specifications and the estimated value thereof.

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

9. SUBCONTRACTORS

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

10. CONTRACT TIME

- A. The Contract Time is the number of calendar days allowed for the execution and completion of the Contract. Calendar days shall mean consecutive days in order including Saturdays, Sundays and Legal Holidays. The time allowed for the Work to be done on a project will be computed on the basis of calendar days, but actual work shall not be performed on Saturdays, Sundays or Legal Holidays except by written direction or consent of the Department of Energy & Environmental Protection.
- B. All Work under this Contract shall be completed by the Contract Expiration Date of December 31, 2021.

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 GC-13 and GC-14)

13. QUANTITY OF WORK

- A. Bidders must satisfy themselves by personal examination of the site of the work and the plans relating thereto; and form their own judgments of the quantities and character of the Work to be done and make their bids accordingly.

B. No claims on account of the nature of the Work, the amount of the Work to be done or the site where the Work is to be executed will be considered or allowed by the State, except for Unit Price items stated in the Bid Proposal.

14. QUALITY OF WORK

A. The selected Contractor shall be responsible for constructing and performing, and maintaining quality control, over all Work as required under Articles 2 through 8 and 14 of the Project General Conditions (Ref. Pages GC-6 through GC-8, and GC-10, of the Contract Documents).

B. The selected Contractor shall also be subject to evaluation by the DEEP Inland Water Resources Division at the conclusion of the Project. The form (Personal Service Contractor Evaluation, OPM Form/Rev. 02-17-09) to be used for this purpose as designated by the DEEP Commissioner, is included in the Contract Documents.

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

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

A. Executive Order No. Three regarding nondiscrimination, promulgated June 16, 1971, and to the Guidelines and Rules of the State Labor Commissioner implementing said Executive Order.

B. Executive Order No. Seventeen, promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service.

C. Executive Order No. Sixteen, promulgated August 4, 1999, regarding violence in the workplace.

D. Executive Order No. 7C promulgated July 13, 2006 regarding contracting reforms.

Said documents are hereby incorporated herein and made a part hereof as though fully set forth herein. Bidders may review these executive orders on the Governor's website www.ct.gov/governor, (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 Repairs and Modifications to Upper Bolton Lake Dam, Vernon, 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 by the Contract Expiration date of December 31, 2021.

4. PROPOSAL AND OTHER PROJECT DATA

- A. The undersigned proposes to furnish all labor and materials required to complete:

Repairs and Modifications To Upper Bolton Lake Dam
Vernon, CT

in accordance with Plans and Technical Specifications prepared by Tata and Howard, 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:

PROJECT DATA SHEET – BID LIST
Repairs and Modifications To Upper Bolton Lake Dam
Vernon, CT

BID TABULATION SHEET 1 OF 1

BID ITEM No.	DESCRIPTION	UNITS	EST. QTY.	UNIT PRICE	BID PRICE
1	Site Work	L.S.	1		
2	Control of Water	L.S.	1		
3	Excavation	L.S.	1		
4A	Class "A" Concrete Work	C.Y.	35		
4B	Class "B" Concrete Work	C.Y.	10		
5	Miscellaneous Metal Work	L.S.	1		
6	Backfill	L.S.	1		
7	Unsuitable Material	C.Y.	25		
8	Aluminum Railing	L.S.	1		
Total Amount of Bid in figures:					
Total Amount of Bid in Words:					
L.S.=Lump Sum; C.F.=Cubic Foot; C.Y.=Cubic Yard; L.F.=Linear Foot; S.F.=Square Foot; S.Y.=Square Yard;					

AWARD - I/we acknowledge the following:

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

E. CONTRACT SCHEDULE AND LIQUIDATED DAMAGES

All work under this Contract will be completed by the Contract Expiration Date of December 31, 2021. If the project completion is delayed, liquidated damages will be assessed at the rate of one thousand five hundred dollars (\$1,500.00) per calendar day thereafter.

F. CONTRACTOR'S INSURANCE REQUIRED

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

G. STATEMENT OF BIDDER'S QUALIFICATIONS

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

When evaluating a Contractor's qualifications, as per Section 4b-92 and 4b-94 of the Connecticut General Statutes, the Commissioner shall evaluate: the skill, ability and integrity of the Contractor in terms of the Contractor's ability to fulfill the Contract obligations; and the Contractor's experience or lack of experience and the Commissioner reserves the right to reject any or all such Contractors that he deems are not qualified to perform the work under this Contract.

H. NONDISCRIMINATION LABOR RECRUITMENT

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

I. VIOLENCE IN THE WORKPLACE

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

J. CONTRACTING REFORMS

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

5. ACCOMPANYING THIS PROPOSAL IS

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

_____ DOLLARS (\$_____)

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

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

Signed this _____ day of _____, 202_____

Project: Repairs and Modifications To Upper Bolton Lake Dam
Vernon, CT

Firm Name: _____

(Address)

(City) (State) (Zip) (Phone)

BY: _____ (L.S.) _____
Duly Authorized (Title)

(Corp. Seal)

To be filled in and
signed by the
Bidder

STANDARD BID BOND

STATE OF CONNECTICUT DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION

KNOW ALL BY THESE PRESENTS, That we, _____,

hereinafter called the Principal, of _____, as

Principal, and _____, hereinafter,

called the Surety, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact a surety business in the State of Connecticut, as Surety, are held and firmly bound unto the State of Connecticut, as Obligee, in the penal sum of ten (10) per cent of the amount of the bid set forth in a proposal hereinafter mentioned,

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

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

Repairs and Modifications to Upper Bolton Lake Dam
Vernon, CT

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

SIGNED, SEALED AND DATED this _____ day of _____, 202_____

Company Name

Surety Name

Principal's Signature

by _____
Attorney in Fact Signature

Print Name

Print Name

STATEMENT OF BIDDER'S QUALIFICATIONS

STATE OF CONNECTICUT DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION

Bidder's name _____

Bidder's address _____

When organized? _____

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

Financial statement (attach separate statement hereto if space is inadequate) _____

Credit available for this Contract _____

Contracts now in hand (gross amount) _____

Personnel of organization _____

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

Have you ever defaulted on a contract? _____

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

Please complete the references page following.

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

(1) Project: _____

Owner: _____

Contract Amount: _____ Year Completed: _____

Owner Contact Person & Phone No: _____

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

1. Principal Superintendent: _____ Available to oversee this contract? _____

2. Other: _____ Position: _____ Available for this contract? _____

3. Other: _____ Position: _____ Available for this contract? _____

(2) Project: _____

Owner: _____

Contract Amount: _____ Year Completed: _____

Owner Contact Person & Phone No: _____

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

4. Principal Superintendent: _____ Available to oversee this contract? _____

5. Other: _____ Position: _____ Available for this contract? _____

6. Other: _____ Position: _____ Available for this contract? _____

(3) Project: _____

Owner: _____

Contract Amount: _____ Year Completed: _____

Owner Contact Person & Phone No: _____

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

7. Principal Superintendent: _____ Available to oversee this contract? _____

8. Other: _____ Position: _____ Available for this contract? _____

9. Other: _____ Position: _____ Available for this contract? _____

Additional information regarding your qualifications for this work:

Additional information regarding your qualifications for this work:

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

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

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

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

By _____ Date _____

The foregoing instrument was acknowledged before me

on this _____ day of _____, 202____.

NOTARY PUBLIC
My Commission Expires:

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

- CHRO Contract Compliance Regulations and Notification to Bidders (5 pages)
- OPM Ethics Form 5, OPM Ethics Form 6, and 2019 Code of Ethics Guide (17 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.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

(Page 3)

<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 <u> </u> No <u> </u> - Bidder is a minority business enterprise Yes <u> </u> No <u> </u> (If yes, check ownership category) Black <u> </u> Hispanic <u> </u> Asian American <u> </u> American Indian/Alaskan Native <u> </u> Iberian Peninsula <u> </u> Individual(s) with a Physical Disability <u> </u> Female <u> </u> - Bidder is certified as above by State of CT Yes <u> </u> No <u> </u> - DAS Certification Number _____
Bidder Parent Company (If any)	
Other Locations in Ct. (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes <u> </u> No <u> </u>	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes <u> </u> No <u> </u>
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes <u> </u> No <u> </u>	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes <u> </u> No <u> </u>
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes <u> </u> No <u> </u>	9. Does your company have a mandatory retirement age for all employees? Yes <u> </u> No <u> </u>
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes <u> </u> No <u> </u>	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes <u> </u> No <u> </u> NA <u> </u>
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes <u> </u> No <u> </u>	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes <u> </u> No <u> </u> NA <u> </u>
6. Does your company have a collective bargaining agreement with workers? Yes <u> </u> No <u> </u>	12. Does your company have a written affirmative action Plan? Yes <u> </u> No <u> </u> If no, please explain.
6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes <u> </u> No <u> </u>	
6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes <u> </u> No <u> </u>	13. Is there a person in your company who is responsible for equal employment opportunity? Yes <u> </u> No <u> </u> 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)

PART V - Bidder Hiring and Recruitment Practices

(Page 5)

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)
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STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

Description of Services Provided: _____

Is the consultant a former State employee or former public official? YES NO

If YES: _____
Name of Former State Agency _____
Termination Date of Employment _____

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

Printed Name of Bidder or Contractor	Signature of Principal or Key Personnel	Date
_____ Printed Name (of above)	_____ Awarding State Agency	_____

Sworn and subscribed before me on this _____ day of _____, 20____.

**Commissioner of the Superior Court
or Notary Public**

My Commission Expires



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

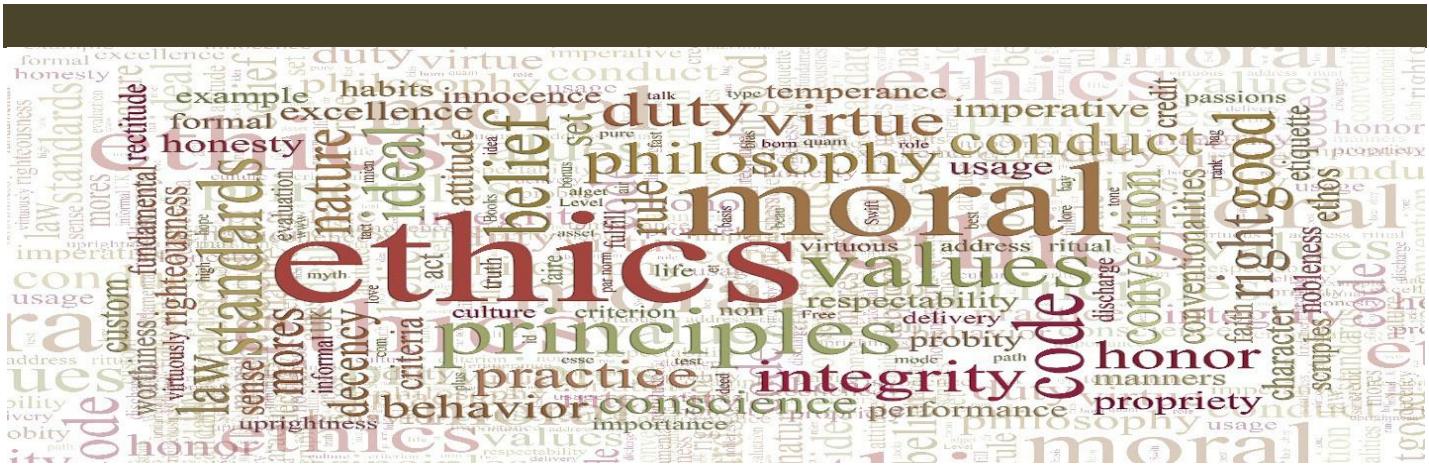
City

State Zip

Awards State Agency



State Contractors Guide to the Code of Ethics



Office of State Ethics

Carol Carson, Executive Director

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
- Lobbyist Filing/Reporting Questions
- Public Official Filing/Reporting Questions
- Enforcement/Filing a Complaint
- All Other Inquiries

ethics.code@ct.gov
lobbyist.ose@ct.gov
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[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.*

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.

**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
	<input type="checkbox"/> Prime Contractor
Address (No. And Street)	<input type="checkbox"/> Subcontractor
(City) (State)	

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 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)

My Commission Expires

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 ÷ 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

<u>SECTION II.A. EXECUTION ITEMS</u>	<u>Page(s)</u>
- 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

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

INSTRUCTIONS TO LOWEST QUALIFIED BIDDER

STATE OF CONNECTICUT DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION

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

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

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

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

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

CERTIFICATE OF INSURANCE
STATE OF CONNECTICUT
DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION

1. Name of Insurance Company: _____

Address: _____

2. Name of Insured: _____

Address: _____

3. Name of Project: _____

4. Location and Description of Work: _____

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

<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	
Policy Number: _____	1,000,000
Effective Date: _____	2,000,000
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: _____

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

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



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.

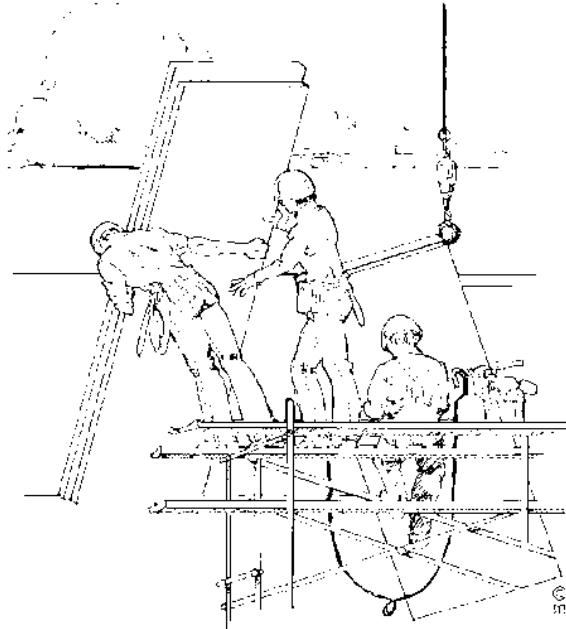
~NOTICE~

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.

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



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

CONTRACTING AGENCY CERTIFICATION FORM

I, _____, acting in my official capacity as _____,
authorized representative _____ title _____

for _____, located at _____,
contracting agency _____ address _____

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

_____, located at _____,
project name and number _____ address _____

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

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

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

Date Issued: _____

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

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

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

_____ Street

_____ City

and all of its subcontractors will pay all workers on the

_____ Project Name and Number

_____ Street and City

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

_____ Signed

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

_____ Notary Public

Return to:

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

Rate Schedule Issued (Date): _____

Certified Payroll Form WWS - CPI

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

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

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

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

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

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

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

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

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								SUBCONTRACTOR NAME & ADDRESS				WORKER'S COMPENSATION INSURANCE CARRIER					
	POLICY #																			
										EFFECTIVE DATE:										
										EXPIRATION DATE:										
PERSON/WORKER, ADDRESS and SECTION	APPR % RATE	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION	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	FEDERAL			STATE
				HOURS WORKED EACH DAY							S-TIME	1. \$ 2. \$ Base Rate 3. \$								
											O-TIME	4. \$ 5. \$ Cash Fringe 6. \$								
											S-TIME	1. \$ 2. \$ Base Rate 3. \$								
											O-TIME	4. \$ 5. \$ Cash Fringe 6. \$								
											S-TIME	1. \$ 2. \$ Base Rate 3. \$								
											O-TIME	4. \$ 5. \$ Cash Fringe 6. \$								
											S-TIME	1. \$ 2. \$ Base Rate 3. \$								
											O-TIME	4. \$ 5. \$ Cash Fringe 6. \$								
7/13/2009	*IF REQUIRED															*SEE REVERSE SIDE				
WWS-CP1																PAGE NUMBER ____ OF				

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

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

Please specify the type of benefits provided:

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

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

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

(Signature)

(Title)

Submitted on (Date)

Section B: Applies to CONNDOT Projects ONLY

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

(Signature)

(Title)

Submitted on (Date)

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

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

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

[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							
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 # BAC8888928				
PAYROLL NUMBER 1		Week-Ending Date 9/26/09		PROJECT NAME & ADDRESS DOT 105-296, Route 82											EFFECTIVE DATE: 1/1/09 EXPIRATION DATE: 12/31/09							
PERSON/WORKER, ADDRESS and SECTION	APPR RATE % AND RACE*	MALE/ FEMALE % AND RACE*	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE							Total ST Hours Total O/T Hours	BASE HOURLY RATE TOTAL FRINGE BENEFIT PLAN CASH	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK FICA	TOTAL DEDUCTIONS			GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY			
				S	M	T	W	TH	F	S					HOURS WORKED EACH DAY					FEDERAL	STATE	LIST
				20	21	22	23	24	25	26										WITH-HOLDING	WITH-HOLDING	OTHER
Robert Craft 81 Maple Street Willimantic, CT 06226	M/C	Electrical Lineman E-1 1234567 Owner OSHA 123456		8	8	8	8	8	8	S-TIME 40	1. \$ 5.80 2. \$ Base Rate 3. \$ 2.01	\$1,582.80			P-xxxx	\$1,582.80	#123 \$ xxx,xx					
Ronald Jones 212 Elm Street Norwich, CT 06360	65%	M/B	Electrical Apprentice OSHA 234567		8	8	8	8	8	S-TIME 40	1. \$ 19.99 2. \$ Base Rate 3. \$	\$1,464.80	xx.xx	xxx.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						S-TIME 8	1. \$ 2. \$ Base Rate 3. \$	\$1,500.00	xx.xx	xx.xx	xx.xx	M-xx.x		#125 xxx.xx				
										S-TIME Base Rate	1. \$ 2. \$ 3. \$											
										O-TIME	4. \$ 5. \$ Cash Fringe 6. \$											
										S-TIME Base Rate	1. \$ 2. \$ 3. \$											
										O-TIME	4. \$ 5. \$ Cash Fringe 6. \$											
7/13/2009 WWS-CPI	*IF REQUIRED												*SEE REVERSE SIDE					PAGE NUMBER <u>1</u> OF <u>2</u>				

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:

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.

Robert Craft owner
(Signature) (Title)

10/2/09
Submitted on (Date)

Section B: Applies to CONNDOT Projects ONLY

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

Robert Craft owner
(Signature) (Title)

10/2/09
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.

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DO NOT INCLUDE SOCIAL SECURITY NUMBERS

WAGE RATES

STATE OF CONNECTICUT DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION

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

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

- 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

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

ID# 21-21600

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

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

Project Number: DIS-201806989

Project Town: Vernon

State#: DIS-201806989

FAP#: DEEP-Vernon

Project: Repairs and Modifications to Upper Bolton Lake Dam (Vernon)

CLASSIFICATION	Hourly	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

Project: Repairs and Modifications to Upper Bolton Lake Dam

5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	40.25	29.17+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	36.67	37.62 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	44.63	32.95
<hr/>		
----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
<hr/>		
----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
<hr/>		
----CLEANING, CONCRETE AND CAULKING TUNNEL----		
<hr/>		

Project: Repairs and Modifications to Upper Bolton Lake Dam

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 IN
FREE 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

Project: Repairs and Modifications to Upper Bolton Lake Dam
(Vernon)

36.48 25.30 + a

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

Project: Repairs and Modifications to Upper Bolton Lake Dam

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: Repairs and Modifications to Upper Bolton Lake Dam

Welders: Rate for craft to which welding is incidental.

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

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

~~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.

~~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.

Important Information:

For use with Building, Heavy/Highway, and Residential

Welders: Rate for craft to which welding is incidental.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Information Bulletin

Occupational Classifications

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

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

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

- **ASBESTOS WORKERS**

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

- **ASBESTOS INSULATOR**

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

- **BOILERMAKERS**

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

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

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

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

For example:

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

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

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

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

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

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

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and

(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

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

Elevator Constructors: Mechanics

a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.

b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

a. Paid Holidays: Labor Day and Christmas Day.

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

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

Ironworkers

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

Laborers (Tunnel Construction)

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

Roofers

- a. Paid Holidays: July 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/wgmenu.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, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.

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.

CAMPAIN CONTRIBUTION CERTIFICATION:

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(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(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(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:

Lawful Campaign Contributions to Candidates for the General Assembly:

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)

My Commission Expires



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

Documentation in the form of a corporate, company, or partnership policy adopted by 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 and 4a-60a, 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. Submit to the awarding State agency prior to contract execution.

CERTIFICATION OF RESOLUTION:

I, _____, _____, of _____,
Authorized Signatory Title _____ Name of Entity _____,

an entity duly formed and existing under the laws of _____,
Name of State or Commonwealth _____,

certify that the following is a true and correct copy of a resolution adopted on the _____ day of

_____, 20 _____, by the governing body of _____
Name of Entity _____

in accordance with all of its documents of governance and management and the laws of

_____, and further certify that such resolution has not been modified
Name of State or Commonwealth _____

or revoked, and is in full force and effect.

RESOLVED: That the policies of _____ comply with
Name of Entity _____

nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

The undersigned has executed this certificate this _____ day of _____, 20 _____.

Authorized Signatory _____ Date _____

Printed Name _____

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

CONTRACTOR	(3) CONTRACTOR NAME CONTRACTOR ADDRESS	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	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
-----------------	-----------------	--------------	---

COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.) 1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof. Appendix A consists of ___ pages numbered A-1 through A-___ inclusive. Page 1 of 9 Standard Terms and Conditions are contained in Pages 2 through 9 and are attached hereto and made a part hereof.
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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											
(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. 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 of Twenty-five thousand dollars (\$25,000.00) or more, 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.** 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.** 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.

(k) **Claim.** Claim shall mean, all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

2. **Audit Requirements for Recipients of State Financial Assistance.** For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

3. **Whistleblowing.** This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(k)(1). 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 subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) 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 relevant sections of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

4. **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.
5. **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.
6. **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 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.
7. **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, which 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.

8. 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 uncopied compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (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 cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the State and the Client Agency all in an electronic format acceptable to the State prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these three documents to the Client Agency. Contractor shall provide an annual electronic update of the three documents to the Client Agency and the State on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

9. 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, this section shall govern.

10. 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.

11. 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) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
- (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 Contract, or (ii) the expiration or earlier termination of this Contract, 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.

12. Campaign Contribution Restriction. For all State contracts as defined in C.G.S. § 9-612 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 Contract 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, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.

13. Confidential Information. The Agency will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the Agency receives. However, all materials associated with the Bid and the 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 request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must 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. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as "CONFIDENTIAL," the Agency will endeavor to keep said information confidential to the extent permitted by law. The Agency, however, has no 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 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. In no event shall the Agency or the State have 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.

14. Protection of 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 Agency 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 Agency 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 Agency 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 Agency, 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 Covered Entity.

15. Executive Orders. This 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. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be 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 or DAS shall provide a copy of these orders to the Contractor.

16. Non-Discrimination.

- (a) For 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, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (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, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure 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, status as a veteran, intellectual disability, 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 C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f, and 46a-86; 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 C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency 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 in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. 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 C.G.S. §46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (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 C.G.S. § 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 C.G.S. § 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 C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

17. Antitrust Provision. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not

limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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 outlined 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.
25. Set Aside. State agencies are subject to the requirements of CGS sec. 4a-60g. Unless otherwise specified by the invitation to bid, general contractors intending to subcontract any portion of work under this Contract shall subcontract 25% of the total contract value to small contractors certified by the Department of Administrative Services (DAS) and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by DAS. Selected general contractors that are certified by DAS as small contractors, minority business enterprises, or both are excused from this requirement but must comply with CGS sec. 4a-60g(e) and complete a minimum of 30% of the work by dollar value with their own workforces and ensure at least 50% of the work overall by dollar value is completed by contractors or subcontractors certified as small contractors or minority business enterprises by DAS.
26. 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.
27. 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.
28. Affirmative Action and Sexual Harassment Policies. 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.
29. 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.

30. 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.
31. 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.
32. 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.
33. 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.
34. 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.

APPENDIX A **SCOPE OF WORK**

Purpose: To ...

Description: The Contractor agrees to conduct a project entitled: _____

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).]*

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 _____.

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)."

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.

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.

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
Insert Division Name
Insert Program Coordinator Title
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:

DEEP – Financial Management Division
Accounts Payable
79 Elm Street
Hartford, CT 06106-5127

Permits: No work shall commence until all required local, state and federal permits and approvals have been obtained by the Contractor.

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.

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:

revisions to the maximum Contract payment,
the total unit cost of service,
the contract's objectives, services, or plan,
due dates for reports,
completion of objectives or services, and
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.

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].

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

This notice is provided under the authority of Connecticut General Statutes §9-612 (f) (2) 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.

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."

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 fundraising 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, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, 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.

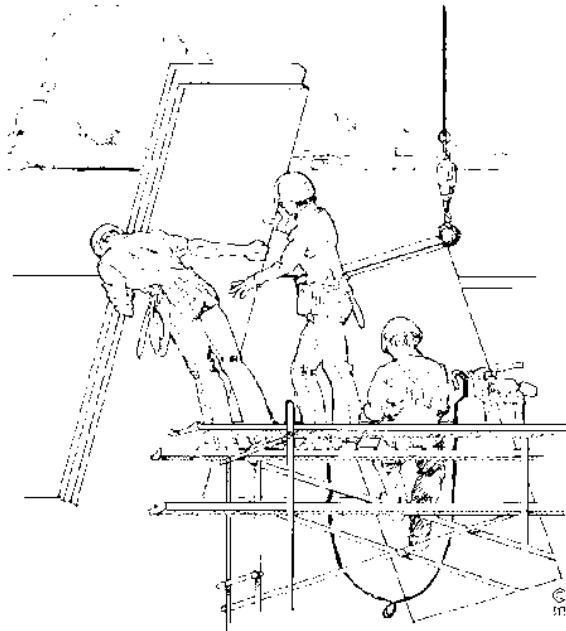
~NOTICE~

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.

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



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

CONTRACTING AGENCY CERTIFICATION FORM

I, _____, acting in my official capacity as _____,
authorized representative _____ title _____

for _____, located at _____,
contracting agency _____ address _____

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

_____, located at _____,
project name and number _____ address _____

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

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

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

Date Issued: _____



Connecticut Department of

ENERGY & ENVIRONMENTAL PROTECTION

AFFIRMATIVE ACTION POLICY STATEMENT

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

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

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

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

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

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

79 Elm Street • Hartford, CT 06106-5127

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Affirmative Action/Equal Opportunity Employer

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

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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.

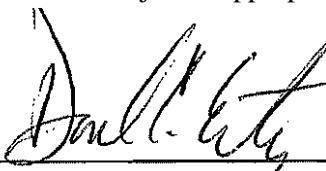
This policy also protects employees and applicants from retaliation for filing and/or participating in the investigation of a complaint alleging discrimination. All employees are expected to cooperate fully with all administrative complaint investigations and any actions taken by the DEEP as a result 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, CT06106, 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.

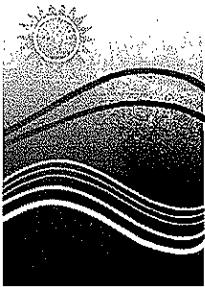
11/16/12
Date



Daniel C. Esty, Commissioner

Attachments

Revised 1/9/12



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.

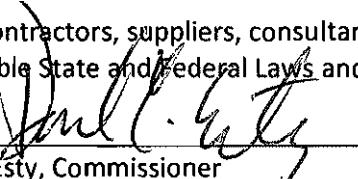
Complaints alleging a violation of this policy must be filed with the Affirmative Action Office within 30 days of the alleged violation and/or with the Commission on Human Rights and Opportunities (CHRO) within 180 days of the alleged discriminatory action. Complaints filed with CHRO must be submitted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

SECTION III.A. CONDITIONS

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GENERAL CONDITIONS

Index To The General Conditions of a Construction Contract

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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.

I. 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 818, original version dated 2020, as modified by subsequent supplements thereof, shall apply and be considered a part of this Specification as though it were bound herein, unless specifically noted otherwise. The Standard Specification is available on line at www.ct.gov/dot under "Publications".

9. COMMENCEMENT AND COMPLETION OF THE WORK

- A. The Work shall start upon the Work Start Date as given in the Notice to Proceed or thereafter. The Contractor shall complete all the Work within the number of days specified in the Contract Work Time as stated in the Notice to Proceed and on the Proposal Form.
- B. Time is of the essence with respect to the Contract Work Time. By executing the Contract, the Contractor confirms and agrees that the Contract Work Time is a reasonable number of calendar days to perform the Work and that the work will be completed by the Work End Date. The Contractor may plan to complete the Work in less time than the Contract Work Time.
- C. If the Contractor is delayed at any time in the progress of the Work by acts of God such as fire or flood or any action, injunction or stop order issued by any court, judge or officer of the court or any other court action beyond the DEEP's control, then the Contract Work Time may be increased by Change Order for such reasonable time as demonstrated by the Contractor's schedule and as the Commissioner may determine that such event has delayed the Work. To receive consideration, the Contractor shall submit a request for Change Order in writing, with a full statement of the reasons thereof, within (7) seven days of the occurrence of the delay. In any event, the granting of additional Contract Work Time shall be solely within the discretion of the Commissioner.
- D. There will be no winter shutdown and related time extension for this project. If weather conditions occur that cause unsafe working conditions and the Contractor has to cease operations for a period of time, then the Contractor may, after the shutdown, submit in writing a request for additional contract time as outlined in Article #9 subparagraph C above.
- E. Except as otherwise may be provided herein, increases in the Contract Work Time shall be the Contractor's sole remedy for delays outlined in Article #9 subparagraph C. above. No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance in the orderly progress of the Work caused by the causes outlined in Article # 9 subparagraph C. herein.
- F. Any increase in the Contract Work Time shall be by Change Order pursuant to Article # 15 - Change Order/Compensation herein.

10. LIQUIDATED DAMAGES

Time is an essential element of the Contract. It is important that the project be pressed vigorously to completion. The cost to the DEEP of the administration of the Contract, including engineering, inspection and supervision, will also be increased as the time for project completion is lengthened. Therefore for each calendar day that the work shall remain uncompleted after the Contract Work time has expired, the per diem sum of liquidated damages specified in the Supplemental Conditions under Project Specific Conditions paragraph 2.J herein, shall be deducted from any money due the

Contractor. Liquidated damages are not a penalty, but are a reasonable estimate of the damages caused by such delay. There will be no bonus or additional funds offered to the Contractor because of the Contractors 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 manufacturers' 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 Contract documents. In addition, the Commissioner and/or the Project Engineer may require that such

material have been used and approved by the Connecticut Department of Transportation on other projects successfully under similar conditions for up to two (2) years, and the Project Engineer must observe a location of such usage of the material and validate its performance. The Commissioner reserves the right to withhold payment for any Substitute Material for up to one year while the Substitute Material is confirmed to function as designed.

28. ROYALTIES AND PATENTS

- A. If the Contractor desires to use any design, device, material or process covered by a patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the holder of such patent or copyright. The Contractor shall furnish a copy of this legal agreement to the DEEP.
- B. The Contractor and the Surety shall indemnify and hold harmless the DEEP for any costs, expenses and damage which it may be obligated to pay by reason of any infringement of a patent or a copyright at any time during the prosecution or after the completion of Work.

29. DELIVERY, STORAGE AND HANDLING

All materials and equipment shall be delivered, stored and handled so as to prevent intrusion of foreign matter and any damage by weather or breakage. Packaged materials shall be delivered and stored in original packaging. Packages, materials and equipment showing evidence of damage shall be rejected and replaced at no additional cost to the DEEP.

30. FOREIGN MATERIALS

- A. Preference shall be given to articles or materials manufactured or produced in the United States, conditions of quality and price with duty being equal.
- B. Only domestic articles or materials will be used unless a statement is submitted with the proposal that enumerates the foreign articles or materials proposed to be used and such proposal is accepted by the DEEP. The foregoing provisions shall not apply to foreign articles or materials required by the Contract Documents.

31. CUTTING, FITTING, PATCHING AND DIGGING

- A. The Contractor shall perform, or shall require the subcontractors to perform, all cutting, fitting or patching of the portion(s) of the Work that may be required to make the several parts thereof join and coordinate in a manner satisfactory to the Commissioner and in accordance with the Plans and Specifications.
- B. The primary responsibility for defective or ill-timed work shall be with the Contractor, but such responsibility shall not in any way relieve the subcontractors who performed such work. Except with the consent of the Commissioner, the Contractor will not permit any of the subcontractors to cut or alter the work of any other contractors or their subcontractors.

32. DISPOSAL OF SURPLUS AND UNSUITABLE MATERIAL

The Contractor shall obtain an off-site disposal site, satisfactory to the Commissioner, at the Contractor's own expense for disposal of surplus and unsuitable materials. The Contractor shall obtain any required permits and pay the costs associated with removing and transporting the material.

33. REMOVAL OF REJECTED OR CONDEMNED MATERIALS

The Contractor shall remove from the site of work, without delay, all rejected and condemned materials of any kind brought to or incorporated in the Work. No such rejected or condemned materials shall again be offered for use by the Contractor.

34. CONSTRUCTION EQUIPMENT

- A. The Contractor shall furnish and maintain, at the Contractor's own cost and risk, all the equipment and utilities and fuel necessary for the construction, control of water, and safety of personnel during the execution of the Work of this Contract. This includes providing, installing, and maintaining all the tools, apparatus, appliances, hoists, cranes, coffer dams, sheet piling, scaffolding, runways, ladders, temporary supports and bracing and all similar items necessary for access to the work and safe construction and inspection activities. All such items shall be subject to the approval of the Commissioner as to general stability, type and location, but the responsibility for proper design, strength and safety shall remain with the Contractor. All such items shall comply with OSHA regulations and all other applicable codes, statutes, rules and regulations.
- B. The Contractor shall provide all drains, drainage, ditches and pumping apparatus (including power and attendance for same) that may be necessary to keep all excavations and subgrade work free from water.

35. INSPECTION AND TESTS

- A. The purpose of the inspections and tests will be to assure that the Work is performed in accordance with the Contract documents.
- B. All material and workmanship, if not otherwise designated by the Specification, shall be subject to inspection, examination and test by the DEEP at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction is carried on. All tests shall be made at the Contractor's expense, except that laboratory tests will be carried out and paid for by the DEEP, unless they show the Work to be defective. Notice of the time of all tests to be made at the site shall be given to all interested parties.
- C. Without additional cost to the DEEP, the Contractor shall promptly furnish reasonable facilities, labor and materials necessary to coordinate and perform operational tests and checkout of the Work and to make all such testing safe and convenient. Special, full size and performance tests shall be as described in the Specifications.
- D. If, at any time before final acceptance of the Work, the Commissioner considers it necessary or advisable to examine any portion of the Work already completed by removing or tearing out the same, the Contractor shall, upon request, furnish promptly all necessary facilities, labor and materials. If such Work is found to be defective in any material respect, as determined by the DEEP, because of a fault of the Contractor or any of the Contractor's subcontractors, or if any work shall have been covered over without the approval or consent of the Commissioner (whether or not it is found to be defective), the Contractor shall be liable for testing costs and all costs of correction, including removal and/or demolition of the defective work, including labor, material, testing services of required consultants, additional supervision and administrative costs.

36. UTILITIES

- A. The accuracy and completeness of any utility information shown on the Plans is not guaranteed. The Contractor shall investigate the extent and location of utilities and of the possibility of relocation work by the utility companies, and shall plan operations accordingly. No claim for any delays, damage or extra work occasioned thereby will be allowed.
- B. The Contractor shall allow others access to the Work for the purpose of placing, relocating or maintaining utilities, and shall cooperate in every way in the performance of this work.
- C. The Contractor shall notify the utility owners well in advance of the time the Contractor proposes to perform any work which would endanger their installations, and shall cooperate with the utility owners in relocating and/or protecting such installations during construction operations.
- D. No payment will be made to the Contractor for locating, protecting and making arrangements for relocating public utilities or for any delays caused thereby. The Contractor shall include all costs of this work in other scheduled items of the Contract.
- E. The Contractor must contact Call Before You Dig at least two days prior to commencing any excavation on the site (toll free in Connecticut at 1-800-922-4455).

37. SURVEYS, PERMITS AND REGULATIONS

- A. Unless otherwise provided for in the Contract Documents, the Contractor shall furnish all surveys necessary for the execution of the Work. Surveys shall be performed by a licensed land surveyor. The DEEP will furnish the Contractor with one benchmark and necessary survey control, i.e., baseline. The Contractor shall complete the layouts from this data.
- B. The Contractor shall obtain and pay for permits and licenses necessary for the execution of the Work and the use of the completed Work.
- C. The Contractor shall give all notices and comply with all laws, statutes, ordinances, rules and regulations relating to the performance of the Work.
- D. The Contractor shall perform all layout work, field measurements and construction staking as may be required for the satisfactory execution of the Work as shown on the Plans and as specified herein.

38. PROTECTION OF THE WORK, PERSONS AND PROPERTY

- A. The Contractor shall continuously and adequately protect the Work against damage from any cause, shall protect all materials and supplies furnished by the Contractor or subcontractors, whether or not incorporated in the Work, and shall make good any damage, unless it is directly due to errors in the Contract Documents or is caused by agents or employees of the DEEP.
- B. To the extent required by law, public authority or made necessary in order to safeguard the health and welfare of the personnel or occupants of any state institutions, the Contractor shall adequately protect adjacent property and persons, and provide and maintain all facilities, including but not limited to passageways, guard fences, lights, barricades, and other facilities necessary for such protection.

- C. The Contractor shall take all necessary precautions for the safety of employees on the Work and shall comply with applicable provisions of federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the Work site.
- D. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workers and the public, and shall post danger signs warning against the hazards created by such things as protruding nails, well holes, elevator hatchways, scaffolding, window openings, excavations, tripping hazards, stairways and falling materials.
- E. The Contractor shall designate a qualified and responsible on site staff person, whose duty shall be the prevention of accidents. The name and position of the designated person shall be reported to the DEEP at the commencement of the site Work.
- F. At all times the Contractor shall protect excavations, trenches, buildings and all items of the Work from damage by rain, water from melted snow or ice, surface water run off, and subsurface water usual for the vicinity at the time of operations; and provide all pumps and equipment and enclosures to insure such protection.
- G. The Contractor shall construct and maintain all necessary temporary drainage and do all pumping necessary to keep excavations, basements, footings and foundations free of water.
- H. The Contractor shall remove all snow and ice as required for proper protection and execution of the Work.
- I. The Contractor shall install bracing, shoring, sheathing, sheet piling, coffer dams, caissons and any other underground facilities required for safety and proper execution of the Work, and shall remove them when no longer necessary. All such bracing, shoring, cofferdams, etc. shall be designed by an engineer licensed to practice in the State of Connecticut.
- J. During cold weather the Contractor shall protect the Work from damage. If low temperatures make it impossible to continue operations safely in spite of cold weather precautions, the Contractor may cease work, upon the approval of the Commissioner.
- K. The Contractor shall be held responsible for damage to any property or utilities caused by his operations.

39. WORK IN INCLEMENT WEATHER

During freezing, stormy and inclement weather no work shall be performed except as can be done satisfactorily and in such manner as to secure first-class construction throughout. In the event that the Contractor must suspend work due to inclement weather conditions, the Contractor shall protect the completed portions of the Work so that no damage will occur. See Article #9 subparagraph D for additional winter shutdown requirements.

40. DUST AND SPILLAGE CONTROL

- A. The Contractor shall take appropriate measures to control the generation and migration of dust from the Contractor's activities at the site. Water for dust control shall be provided and applied whenever required or as ordered by the Project Engineer or Commissioner.

- B. All vehicles utilized by the Contractor for delivery or removal of materials shall have appropriate covers to prevent spillage of material during transit.

41. WINTER EROSION CONTROL MEASURES

Seeding and plantings shall be performed March 15 to June 15 or August 15 to October 15. The Contractor shall submit a Winter Erosion Control Plan to the Project Engineer for approval prior to the start of construction. This plan shall indicate the methods and materials which shall be used during the winter months to prevent erosion, scour and general deterioration of the project and adjacent flora and fauna.

42. PROPERTY PROTECTION AND RESTORATION

Any property, including structures, utilities, access roads, driveways, drainage facilities, fences, etc., which is damaged by the Contractor's operations, shall be restored to its original condition at the Contractor's expense.

43. PROTECTION OF ENVIRONMENTAL RESOURCES

The environmental resources within the project boundaries and those affected outside the limits of permanent Work under this Contract shall be protected during the entire period of this Contract. The Contractor shall confine activities to areas defined by the Plans and Specifications. Environmental protection shall be as stated in the following subparagraphs:

- A. Prior to any construction, the Contractor shall identify all land resources to be preserved within the Contractor's work area. The Contractor shall not remove, cut, deface, injure or destroy land resources including trees, shrubs, vines, grasses, top soil and land forms without special permission from the Commissioner. No ropes, cables or guys shall be fastened or attached to any trees for anchorage unless specifically authorized by the Project Engineer. Where such special emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs.
- B. Prior to any construction, the Contractor shall mark the areas that are not required to accomplish the Work to be performed under this Contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible.
- C. Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the Plans to be preserved shall be clearly identified by marking, fencing or wrapping with boards, or any other approved techniques.
- D. Earthwork brought to final grade shall be finished as indicated and specified. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils. Except in instances where the constructed feature obscures borrow areas, quarries and waste material areas, these areas shall not initially be cleared in total. Clearing of such areas shall progress in reasonably sized increments as needed to use the areas developed as approved by the Commissioner.
- E. Runoff from the construction site shall be controlled by the construction of diversion ditches, benches and berms to retard and divert runoff to protected drainage courses, and any measures

required by area wide plans approved under Paragraph 208 of the Clean Water Act.

- F. The Contractor shall construct or install all temporary erosion control features as indicated on the Plans. Temporary erosion control measures such as berms, dikes, drains, grassing and mulching shall be maintained until construction of the project is completed.
- G. The Contractor's field offices, staging areas, stockpile storage and temporary buildings shall be placed in areas designated on the submitted Plan. Temporary movement or relocation of the Contractor's facilities shall be made only on approval by the Commissioner.
- H. Borrow areas shall be managed to minimize erosion and to prevent sediment from entering nearby watercourses.
- I. Spoil areas shall be managed and controlled to limit spoil areas and to prevent erosion of soil or sediment from entering nearby watercourses. Spoil areas shall be developed in accordance with the grading plan indicated on the Plans.

44. NONCOMPLIANCE WITH ENVIRONMENTAL LAWS, ETC.

The Commissioner will notify the Contractor in writing of any observed noncompliance with the aforementioned Federal, State or Local laws or regulations and other elements of the Contractor's Environmental Protection Plan. The Contractor shall, after receipt of such notice, inform the Commissioner of proposed corrective action and take such action as may be approved. If the Contractor fails to comply promptly, the Commissioner may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or costs or damages allowed to the Contractor for any such suspension.

45. CLEAN UP

- A. The Contractor shall, on a daily basis, keep the Work site free from accumulations of waste material or rubbish.
- B. At the completion of the Work, the Contractor shall remove all rubbish from and about the site of the Work. The Contractor shall also remove all temporary structures, tools, scaffolding and surplus materials, supplies and equipment that the Contractor or any subcontractors may have used in the performance of the Work. In case of dispute, the DEEP may remove the rubbish and charge the cost of such removal to the Contractor.

SUPPLEMENTAL CONDITIONS

1. Definitions: The terms used herein are as defined in the General Conditions of a Construction Contract.
2. **Project Specific Conditions:**
 - A. Description of Project: Repairs And Modifications To Upper Bolton Lake Dam, Vernon, CT. Project includes construction of a new concrete structure with a concrete spillway, trash rack, and stainless-steel slide gate at the upstream end of the existing 30" and 36" RCP outlet culverts under Hatch Hill Road.
 - B. Location of Project: Work will be performed at the Upper Bolton Dam in Vernon, CT. The dam is located on Hatch Hill Road. More specific information on the dam's location can be found on the Title Sheet of the Contract Documents.
 - C. Contract Expiration Date: December 31, 2021.
 - D. Project Engineer: Tata & Howard, Inc., 37 Brookside Road, Waterbury, CT, 06708
 - 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. be accessed where shown on the plans.
 - F. Site Trailer: The Contractor shall not be required to provide a trailer on site for the DEEP representative and for the Engineer.
 - 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 weekly 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: \$1,500.00
3. **Commissioner:** For the purposes of this Contract, "Commissioner" means the Commissioner of the Connecticut Department of Energy & Environmental Protection or designee.

4. **Work:** The Contractor shall perform the work in accordance with this contract, including all documents incorporated by reference, and all work required by Change Orders, and/or amendments to the contract.
5. **Documents Incorporated by Reference:** The parties to this contract, as part of the consideration hereof, agree that the following documents are incorporated herein by reference and made a part hereof and available at DEEP:
 - A. Bid Package which contains the Invitation to Bid, Instructions to Bidders, Proposal Form, Standard Bid Bond, Statement of Bidder's Qualification, Notice to Bidders, Instructions to Lowest Qualified Bidder, Wage Rates, Contract Compliance Information and Forms, Certificate of Insurance, Performance Bond, Labor and Material Bond, and any Addenda(s) to the Bid Package;
 - B. Technical Specifications: "Project Specifications for the Repairs and Modifications to Upper Bolton Lake Dam , Vernon, CT"
 - C. Plans Entitled: "Repairs And Modifications To Upper Bolton Lake Dam, Vernon, Ct" dated February 2018.
 - D. General Conditions of a Construction Contact: Work is to be performed in accordance with the General Conditions, which describe the conditions and how and when the work is to be performed.
 - E. Supplemental Conditions: The General Conditions are extended and modified by the Supplemental Conditions which include project specific conditions and special requirements applicable to all portions of the Work.
6. **Contract Documents:** The Contract Documents are complementary, and neither party to the Contract shall take advantage of any obvious error or apparent discrepancy in the Contract Documents. The Contractor shall give immediate written notification of any error or discrepancy discovered to the Project Engineer, who shall take the necessary actions to obtain such corrections and interpretations as may be deemed necessary for the completion of the Work in a satisfactory and acceptable manner. Where discrepancies or conflicts occur in the Contract Documents the following order of precedence shall be utilized:
 - A. Addenda to the Plans and Technical Specifications shall take precedence over previously issued Contract Documents.
 - B. Specifications shall take precedence over the Plans.
 - C. Stated dimensions shall take precedence over scaled dimensions.
 - D. Large-scale detail drawings shall take precedence over small-scale drawings.
 - E. Schedules shall take precedence over other data on the Plans.
7. **Compliance with Local, State, and Federal Authority:** The Contractor shall ensure the Project is in full compliance with all Local, State, and Federal laws and requirements for permitting or authorizations necessary for the work, including those for Flood Management and the NFIP.
8. **Documents Furnished:** Contractor will receive pdf version of the contract documents for his use. Contractor will be responsible for printing any copies of the Plans and Specifications from the submitted pdf version.

9. Prior Approvals Needed for Subcontracts, Schedules, Shop Drawings, Plans, etc.: The Contractor shall obtain written approval from the Project Engineer and the Commissioner for all subcontracting, schedules, shop drawings, supplemental plans, and designs needed for the Construction Activity, prior to undertaking the related work.
10. Notice to Proceed / Contract Work Time: Following Contract approval, the Commissioner will issue written notice to the Contractor in the form of a Notice to Proceed, stating the Contract Work Time and establishing the Work Start Date and Work End Date. The Notice to Proceed authorizes the Contractor to proceed with the Work associated with the Contract. The Contractor shall submit the following within one (1) week of receipt of Notice to Proceed:
 - A. Schedule of Values: A Schedule of Values for the lump sum bid items for use when estimating periodic payments. The sum of the unit cost items and the Schedule of Values items shall equal the Total Bid Amount. The Schedule of Values shall break down the lump sum bid items into measurable quantities with unit costs and must reflect the true costs and be in sufficient detail to be an effective tool for monitoring the progress of the Work. Upon request, the Contractor shall supply to the Commissioner copies of supportive documentation, such as signed contracts or vendor quotations, which documents form the basis of the values assigned to the bid items.
 - B. Environmental Protection Plan: An Environmental Protection Plan for the approval of the Commissioner in accordance with the provisions herein specified. The Environmental Protection Plan shall include but not be limited to the following:
 - i. A list of Federal, State and Local laws and regulations concerning environmental protection, pollution control and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws and regulations.
 - ii. Methods for protection of features to be preserved within authorized work areas. The Contractor shall prepare a listing of methods to protect resources needing protection, i.e., trees, shrubs, vines, grasses and groundcover, landscape features, air and water quality, fish and wildlife, soil, historical, archeological and cultural resources.
 - iii. Procedures to be implemented by the Contractor to provide the required environmental protection and to comply with applicable laws and regulations. The Contractor shall set out the procedures to be followed to correct pollution of the environment due to accident, natural causes or failure to follow the procedures set out in accordance with the Environmental Protection Plan.
 - iv. The location of the nearest suitable solid waste disposal area and a permit allowing the Contractor to use those facilities.
 - v. Drawing showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials.
 - vi. Environmental monitoring plans for the job site, including land, water, air and noise monitoring as necessary, and if required by the Project Engineer.

- vii. Traffic control plan when necessary.
- viii. Methods of protecting surface and ground water during construction activities.
- ix. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. The plan should include measures for establishing the limits of use areas.

C. Water Handling / Control Plan: The Contractor is responsible for all dewatering required to complete the Contract. This includes, but is not limited to pumping, wellpoints, trenches, excavations, water control structures and cofferdams, which may be required to properly complete the Work. Particular attention is called to the fluctuation of water levels due to precipitation. No extra compensation will be allowed due to water level fluctuation. The Contractor shall submit the Water Control Plan via the Project Engineer for the approval of the Commissioner within one (1) week after the Notice to Proceed. See above Item 5.B - Technical Specifications.

D. Soil Erosion and Sediment Control Plan: All watercourses shall be protected from sedimentation, both during and after construction. The Contractor shall control erosion and sedimentation problems in accordance with the 2002 Connecticut Guidelines For Soil Erosion and Sediment Control (available at local libraries) or download at http://www.ct.gov/Deep/cwp/view.asp?a=2720&q=325660&deepNav_GID=1654, prepared by The Connecticut Council on Soil and Water Conservation in cooperation with the Connecticut Department of Energy and Environmental Protection. The Contractor shall submit a plan showing the proposed Sediment and Erosion Control measures via the Project Engineer for the approval of the Commissioner within one (1) week after the Notice to Proceed.

E. Covid-19 Plan: Contractor must submit a written plan to address how the company will complete the work while conforming with CDC Guidelines as they relate to the Coronavirus.

11. Certificate of Insurance/Performance Bond/Labor and Material Bond: Prior to commencement of any Work on the site, the Contractor is required to submit the signed Certificate of Insurance, Performance Bond, and Labor and Material Bond forms; available in Bid Package, see Item 5 A above.

12. Construction Progress Schedule:

- A. Within one (1) week after receipt of the Notice to Proceed, and prior to commencement of any Work on site, the Contractor shall prepare a construction progress schedule. The construction progress schedule shall indicate proposed scheduling of the items of Work listed in the Technical Specifications such that the Work is completed by the Work End Date. The schedule shall also indicate the activities of all subcontractors to be utilized and the portions of the Work that they will be performing.
- B. Within one (1) week after the Notice to Proceed, the Contractor shall initiate meetings with the Project Engineer and the Commissioner to present and evaluate the Construction Progress Schedule. The Contractor shall submit three (3) copies of the agreed upon Construction Progress Schedule to the Commissioner and one copy to

the Project Engineer.

C. The Contractor shall continually, or at least weekly, evaluate the progress of the Work, comparing it to the schedule. If the Work is found to be behind schedule, the Contractor shall within three working days, initiate a meeting with all involved parties to reevaluate and revise the Construction Progress Schedule. Any time the Construction Progress Schedule is revised significantly either by alteration of priority or by Change Order, the Contractor shall submit the revised schedule to the Commissioner and Project Engineer.

13. Duration of the Project: All Work shall be performed within the period of calendar days defined in the General Conditions as the Contract Work Time and completed by the Work End Date as stated in the Notice to Proceed.

14. Address / Contact for Submission of Materials: For the purposes of this Contract, all correspondence, reports, products and/or change order requests shall be submitted to:

IWRD Department Representative: Jenna Bogaczyk

**Connecticut Department of Energy & Environmental Protection
Bureau of Water Protection and Land Reuse
Inland Water Resources Division 79 Elm Street
Hartford, CT 06106-5127**

15. Subcontracting Coordination: The Contractor is responsible for and shall control the activities of the Contractor's subcontractors and notify the Commissioner of all proposed subcontractors at least two weeks prior to award. The Commissioner reserves the right to disapprove subcontract awards. The subcontractors shall consult and cooperate with one another. Each subcontractor shall furnish all necessary information to other subcontractors and shall lay-out and install their own work so as to avoid any delays or interference with the work of others by failure to observe the above coordination requirements shall be borne by the Contractor.

16. Change Orders: The parties agree that the Commissioner may order changes in the contract work, including changes in quantities and alterations in work or work days, which are necessary for satisfactory completion of the project, without invalidating any provision of the contract, and without providing notice to the sureties, provided that the Commissioner authorizes the work change on a written Change Order form, and providing that the Commissioner does not exceed the funding limits for the project.

The Contractor shall submit in writing, to the Commissioner via the Project Engineer, all requests for changes in the quantities and alterations in the work including changes in work days, on a Change Order Form (available at DEEP). The request must contain a detailed description of all changes requested, the reasons that the changes are necessary to satisfactorily complete the project, and all costs associated with the proposed changes, including quantities of and unit prices for the work and for any subcontracted work involved.

Failure of the Contractor to negotiate in good faith issues of the time and costs or failure of the Contractor to provide requested documentation within fourteen (14) days, or an

alternate time period accepted by the Commissioner, may result in the Commissioner issuing a unilateral Change Order in an amount deemed to be fair and equitable by the Commissioner.

The Commissioner has discretion to approve or disapprove the Contractor's request for a Change Order. If the request is approved, the Commissioner will provide the Contractor with a fully executed Change Order.

Upon receipt of the Change Order, the Contractor shall proceed with the work as provided in the Change Order. Work associated with a Contractor's requested change that begins before the Contractor has received the Commissioner's Change Order shall be at the Contractor's risk, and the Contractor may not be compensated for it. The amount of compensation to be paid to the Contractor for any deleted or additional work authorized by a Change Order shall be in accordance with the methods contained in the General Condition, Article 15 Change Order/Compensation, incorporated by reference.

17. **Corrected Plans and Specifications:** Following completion of the Project, the Contractor shall submit to the Project Engineer one (1) corrected set of Plans and Specifications (Plans, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modification, Schedules and Instruction).
18. **Change in the Principal Superintendent:** Any changes in the Principal Superintendent, who was identified on the bidding documents as available to oversee this work, must be requested in writing and approved in writing by the Commissioner. In the event of any unapproved change in the Principal Superintendent, the Contract may be terminated or suspended at the Commissioner's sole discretion.
19. **Periodic Payments:**
 - A. The Contractor may submit periodic payment invoice requests no more than once a month to the Commissioner via the Project Engineer. The partial payment invoice requests shall be subdivided into items that correspond with the bid items in the proposal form and the approved Schedule of Values. Each periodic payment invoice request may include estimates of the value of the work completed to date and for materials suitably stored on the site.
 - B. The Project Engineer shall review the periodic payment invoice requests and documentation for accuracy, completeness, and compliance with the Contract and provide a recommendation to the Commissioner on whether to approve payment. The Project Engineer shall notify the Contractor of any discrepancies and/or problems with the invoice and/or the documentation and give the Contractor an opportunity correct the invoice and/or submit supporting documentation as agreed upon.
 - C. Upon approval of the periodic payment invoice, the Commissioner shall endeavor to make the payment of a Properly Executed Invoice within forty-five (45) days.
 - D. In making such periodic Payments for the Work, the Commissioner shall deduct two and one half percent (2.5%) of the estimated amount of each Partial Payment and retain it until the completion of the entire Contract in an acceptable manner. Reference is hereby made to Connecticut General Statute 49-41b.

20. **Statement of Amounts Due:** With any request for a Periodic Payment, the Commissioner reserves the right to require the Contractor to submit written, verified statements, in a form satisfactory to the Commissioner, showing in detail all amounts then due and unpaid by the Contractor or subcontractors for wages to persons employed by them under the Contract for the performance of the Work at the site, or to other persons for materials, equipment, or supplies delivered at the site.

21. **Department of Energy & Environmental Protection's Right To Withhold Payments:**

- A. The Commissioner may withhold a portion of any Periodic Payment due the Contractor that may, in the judgment of the Commissioner, be necessary:
 - i. To assure the payment then due and unpaid to any persons supplying labor or materials for the work.
 - ii. To protect the Commissioner from loss due to defective, unacceptable or non-conforming work not remedied by the Contractor.
 - iii. To protect the Commissioner from loss due to injury to persons or damage to the work or property of other contractors, subcontractors or others caused by the act or neglect of the Contractor or any of the Contractor's subcontractors.
- B. The Commissioner may apply any amount withheld under this Article, as the Commissioner may deem proper. The amount withheld shall be considered a payment to the Contractor.

22. **Final Payment Approval:**

- A. Upon the completion of the work, the Project Engineer and Contractor shall make final measurements of all quantities of unit priced work and shall confirm that all lump sum work has been completed in accordance with the Contract. The Contractor shall submit a final payment requisition with the final amount (including Change Orders) to the Commissioner via Project Engineer. The final payment requisition shall be subdivided into items that correspond with the Work Items in the proposal form and Technical Specifications and shall include documentation of the final quantities and completeness of the Work and shall list all approved Change Orders.
- B. The Project Engineer shall review the final payment invoice and documentation for accuracy, completeness, and compliance with the Contract and provide a recommendation to the Commissioner on whether to approve payment. The Project Engineer shall notify the Contractor of any discrepancies and/or problems with the invoice and/or the documentation and give the Contractor an opportunity correct the invoice and/or submit supporting documentation as agreed upon.
- C. Upon approval of the final payment invoice, the Commissioner shall endeavor to make the payment of a Properly Executed Invoice within forty-five (45) days.
- D. Upon approval of the final payment requisition, the Commissioner will authorize the Final Payment for the Final Contract Value that includes approved Change Orders and other adjustments. In making such final payment for the Work two and one half percent (2.5%) of the final amount shall be deducted and retained by the Commissioner. The retainage will be held for a period of time as determined by the Commissioner to be necessary to ensure that the Work is satisfactory and that all

conditions at the work site are acceptable. Reference is hereby made to Connecticut General Statute Section 49-41b.

- E. All prior estimates and payments, including those relating to extra or additional work, shall be subject to correction by this Final Payment.
- F. No payment, final or partial, shall act as a release to the Contractor or the Contractor's Surety from any obligations under this Contract.

23. Overpayment: The total of all payments released from the Commissioner shall not exceed the Final Contract Value. The Final Contract Value is based on the final measured and accepted Work Items completed and includes approved Change Orders. Should total payments exceed the Final Contract Value, the overpaid funds must be returned to the Connecticut Department of Energy and Environmental Protection through a check made payable to "DEEP" within 30 days of written notice of overpayment.

24. Recording and Documentation of Receipts and Expenditures: The Contractor shall implement accounting procedures that provide for accurate and timely recording of all expenditures. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.

25. Amendment to the Contract: Formal written amendment of this Contract is required to change the terms and conditions of this Contract and any prior amendments, except for changes in work authorized by Change Orders in a construction contract.

26. Campaign Contributions: For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached SEEC Form 11.

27. Summary of State Ethics Laws: Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

28. Officials Not to Benefit: No member of or delegates to the Congress of the United States of America, no resident Commissioner, and no elected or appointed municipal official shall be admitted to any share or part hereof or to any benefit to arise herefrom.

29. Severability: The provisions of this Contract are severable. If any part of it is found unenforceable, all other provisions shall remain fully valid and enforceable, unless the unenforceable provision is an essential element of the bargain.

30. Forum and Choice of Law: The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court

decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

31. Subletting or Assigning Of The Contract: The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
32. Indemnify / Hold Harmless: The Contractor shall at all times indemnify and save harmless the State of Connecticut, including the Department of Energy & Environmental Protection, and their respective officers, agents and employees, on account of any and all claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the officers, agents and employees of said State or Department, or of the Contractor, the Contractor's subcontractors or suppliers, and from injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons on or near the Work, or by any other person or property, real or personal (including property of said State or Department) caused in whole or in part by the acts, omissions or neglect of the Contractor including but not limited to any neglect in safeguarding the Work or through the use of unacceptable materials in constructing the Work of the Contractor, any subcontractor, supplier or anyone directly employed by them or any of them while engaged in the performance of the Contract, including the entire elapsed time from the date of the Notice to Proceed or the actual commencement of the Work whichever occurs first until its completion as certified by the Department of Energy & Environmental Protection.
33. Termination: This agreement shall remain in full force and effect for the entire term of the contract period stated unless terminated by the Commissioner giving the Contractor written notice of such intention at least 30 days in advance. The Commissioner may terminate the Contract whenever the Commissioner determines that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination shall be effective. The Commissioner reserves the right to recoup any overpayments if the contract is terminated.
 - A. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Commissioner, however, no claim for lost overhead or profits shall be allowed.

- B. In the event of such termination, the Commissioner may take possession of and use materials and equipment on the site to complete the Work.
- C. Materials obtained by the Contractor for the Work that have been inspected, tested as required and accepted by the Commissioner, and that are not incorporated into the Work, shall, at the option of the Commissioner, be purchased from the Contractor at actual cost as shown by receipted bills. To this cost shall be added all actual costs for delivery at such points of delivery as may be designated by the Commissioner, as shown by actual cost records.
- D. Termination of the Contract shall not relieve the Contractor or its Surety of their responsibilities for the completed Work, nor shall it relieve the Contractor's Surety of its obligations to ensure completion of the Work and to pay any legitimate claims arising out of the Work.

34. Suspension of Work On The Contract: The Commissioner has the authority to suspend the Work wholly or in part, for such period or periods as the Commissioner considers to be in the best interests of the State, or in the interests of public necessity, convenience or safety. The Work suspension or delay order shall be issued by the Commissioner in writing. The Contractor shall cease operations upon receipt of such order. Work shall not resume until the Contractor receives a written notice from the Commissioner to resume the Work. During such periods the Contractor shall store all project materials and equipment in such a manner as to prevent them from being in any way damaged, lost or stolen, and the Contractor shall take precautions to protect the Work from damage.

- A. If the Contractor believes that the suspension or delay was for an unreasonable period of time (i.e. not originally anticipated, customary or inherent in the construction industry) and the Contractor believes that additional compensation and/or Contract Work Time is due as a result of such suspension or delay, the Contractor shall submit to the Commissioner, in writing, a request for a Change Order within seven (7) calendar days of receipt of the notice to resume work. The Change Order request shall set forth the specific reasons for adjustments to the Contract Work Time and Final Contract Value. Adjustments to the Final Contract Value may not include profit.
- B. The Commissioner shall evaluate any such Change Order requests received. If the Commissioner agrees (a) that the cost and/or time required for the performance of the Work has increased as a result of such suspension and (b) that the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers or subcontractors, and was not caused by weather, and that the requested adjustments are fair and correct, then the Commissioner may approve the Change Order.
- C. No Contract adjustment will be made under this Article to the extent that (a) performance would have been suspended or delayed by any other cause within the Contractor's control or by any factor for which the Contractor is responsible under the Contract; or (b) such an adjustment is provided for or excluded under any other term or condition of this Contract.



PERMIT

Permittee: Connecticut Department of Energy and Environmental Protection
79 Elm Street
Hartford, CT 06106

Permit No: DS-201806989

Town: Vernon

Project: Upper Bolton Lake Dam (DEEP ID #14628; Hazard Class BB, Moderate Hazard)

Waters: Upper Bolton Lake

Pursuant to Connecticut General Statutes Section 22a-403, the Commissioner of Energy and Environmental Protection (“Commissioner”) hereby grants a permit to the Connecticut Department of Energy and Environmental Protection (“the Permittee”) to conduct regulated activities associated with the repair of the Upper Bolton Lake dam. The purpose of said activities is to modify the existing dam.

AUTHORIZED ACTIVITY

Specifically, the permittee is authorized to do the following: constructing a new reinforced concrete spillway structure at the upstream end of the existing outlet pipes and constructing a chamber with a low level outlet at the left end of the spillway.

The activities will impact 2,800 square feet of the lake bottom on the upstream side of the earth embankment.

All activities shall be conducted in accordance with plans entitled: “Repairs and Modifications to Upper Bolton Lake Dam”, dated February 2018, prepared and stamped by William S. Andres, P.E. and submitted as a part of the application.

This authorization constitutes the licenses and approvals required by Section 22a-403 of the Connecticut General Statutes.

This authorization is subject to and does not derogate any present or future property rights or other rights or powers of the State of Connecticut, conveys no property rights in real estate or material nor any exclusive privileges, and is further subject to any and all public and private rights and to any federal, state, or local laws or regulations pertinent to the property or activity affected thereby.

The permittee's failure to comply with the terms and conditions of this permit shall subject the permittee, including the permittee's agents or contractor(s) to enforcement actions and penalties as provided by law.

This authorization is subject to the following conditions:

CONDITIONS:

1. **Expiration.** This permit shall expire three years following the date of issue unless this permit is specifically renewed.
2. **Construction Commencement and Completion.** If construction of any structures or facilities authorized herein is not completed within three years of issuance of this permit or within such other time as may be provided by this permit, or if any activity authorized herein is not commenced within three years of issuance of this permit or within such other time as may be provided by this permit, this permit shall expire three years after issuance or at the end of such time as may be authorized by the Commissioner.
3. **Notification of Project Initiation.**
 - a. The permittee shall notify the Commissioner in writing no less than seven (7) days prior to commencement of permitted activities and no less than seven (7) days following completion of permitted activities.
 - b. The Department of Energy and Environmental Protection shall be notified at least forty-eight (48) hours prior to drawdown of the impoundment, in accordance with Section 26-138 of the Connecticut General Statutes. Such notification shall be made to the Fisheries Division, 79 Elm Street, Hartford, CT 06106-5127, Telephone No. 860-424-3474.
4. **De minimis Alteration.** The permittee may not make any alterations, except de minimis alterations, to any structure, facility, or activity authorized by this permit unless the permittee applies for and receives a modification of this permit. A de minimis alteration means a change in the design, construction or operation authorized under this permit that does not increase environmental impacts or substantively alter the construction of the project as permitted.
5. **In-Water Work.** 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 unless specifically prohibited by a permit condition. The removal of such confinement devices is allowed any time of the year unless specifically prohibited by a permit condition. 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.

6. Maintenance of Structures. All structures, facilities, or activities constructed, maintained, or conducted pursuant hereto shall be consistent with the terms and conditions of this permit, and any structure, facility or activity not specifically authorized by this permit, or exempted pursuant to Section 22a-377 of the Connecticut General Statutes or Section 22a-377(b)-1 of the Regulations of Connecticut State Agencies, or otherwise exempt pursuant to other Connecticut General Statutes, shall constitute a violation hereof which may result in modification, revocation or suspension of this permit or in the institution of other legal proceedings to enforce its terms and conditions.

7. Accuracy of Documentation. In issuing this permit, the Commissioner has relied on information provided by the permittee. If such information was false, incomplete, or misleading, this permit may be modified, suspended or revoked and the permittee may be subject to any other remedies or penalties provided by law.

8. Best Management Practices & Notification of Adverse Impact. In constructing or maintaining any structure or facility or conducting any activity authorized herein, the permittee shall employ best management practices to control storm water discharges, to prevent erosion and sedimentation, and to otherwise prevent pollution of wetlands and other waters of the State. Best Management Practices include, but are not limited, to practices identified in the *Connecticut Guidelines for Soil Erosion and Sediment Control* as revised, *2004 Connecticut Stormwater Quality Manual*, Department of Transportation's *ConnDOT Drainage Manual* as revised, and the Department of Transportation Standard Specifications as revised.

The permittee shall immediately inform the Commissioner of any adverse impact or hazard to the environment which occurs or is likely to occur as the direct result of the construction, maintenance, or conduct of structures, facilities, or activities authorized herein.

9. Reporting of Violations. The permittee shall, no later than 48 hours after the permittee learns of a violation of this permit, report same in writing to the Commissioner. Such report shall contain the following information:

- a. the provision(s) of this permit that has been violated;
- b. the date and time the violation(s) was first observed and by whom;
- c. the cause of the violation(s), if known
- d. if the violation(s) has ceased, the duration of the violation(s) and the exact date(s) and times(s) it was corrected;
- e. if the violation(s) has not ceased, the anticipated date when it will be corrected;

- f. steps taken and steps planned to prevent a reoccurrence of the violation(s) and the date(s) such steps were implemented or will be implemented;
g. the signatures of the permittee and of the individual(s) responsible for actually preparing such report, each of whom shall certify said report in accordance with Condition 13 of this permit.
- 10. Material Storage in the Floodplain.** The storage of any materials at the site which are buoyant, hazardous, flammable, explosive, soluble, expansive, radioactive, or which could in the event of a flood be injurious to human, animal or plant life, below the elevation of the five-hundred (500) year flood is prohibited. Any other material or equipment stored at the site below said elevation by the permittee or the permittee's contractor must be firmly anchored, restrained or enclosed to prevent flotation. The quantity of fuel stored below such elevation for equipment used at the site shall not exceed the quantity of fuel that is expected to be used by such equipment in one day.
- 11. Permit Transfer.** This permit is not transferable without the prior written consent of the Commissioner.
- 12. Contractor Notification.** The permittee shall give a copy of this permit to the contractor(s) who will be carrying out the activities authorized herein prior to the start of construction and shall receive a written receipt for such copy, signed and dated by such contractor(s). The permittee's contractor(s) shall conduct all operations at the site in full compliance with this permit and, to the extent provided by law, may be held liable for any violation of the terms and conditions of this permit.
- 13. Certification of Documents.** Any document, including but not limited to any notice, which is required to be submitted to the Commissioner under this permit shall be signed by the permittee or a responsible corporate officer of the permittee, a general partner of the permittee, and by the individual or individuals responsible for actually preparing such document, each of whom shall certify in writing as follows:

"I have personally examined and am familiar with the information submitted in this document and all attachments thereto and I certify that based on reasonable investigation, including my inquiry of the individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief. I understand that a false statement in the submitted information may be punishable as a criminal offense in accordance with Section 22a-6 of the General Statutes, pursuant to Section 53a-157b and in accordance with any other applicable statute."
- 14. Submission of Documents.** Any document or notice required to be submitted to the Commissioner under this permit shall, unless otherwise specified in writing by the Commissioner, be directed to DEEP.DamSafety@ct.gov.

The date of submission to the Commissioner of any document required by this permit shall be the date such document is received by the Commissioner. The date of any notice by the Commissioner under this permit shall be the date such notice is emailed by the Commissioner. Except as otherwise specified in this permit, the word "day" means any calendar day. Any document or action which is required by this permit to be submitted or performed by a date which falls on a Saturday, Sunday or legal holiday shall be submitted or performed by the next business day thereafter.

15. Rights. This permit is subject to and does not derogate any rights or powers of the State of Connecticut, conveys no property rights or exclusive privileges, and is subject to all public and private rights and to all applicable federal, state, and local law. In constructing or maintaining any structure or facility or conducting any activity authorized herein, the permittee may not cause pollution, impairment, or destruction of the air, water, or other natural resources of this State. The issuance of this permit shall not create any presumption that this permit should be renewed.

16. Dam Safety Conditions.

- a. This permit and a copy of the approved plans and specifications shall be kept at the project site and made available to the Commissioner at any time during the construction of permitted activities.
- b. Permitted activities shall be performed under the supervision of an engineer who is licensed to practice in the State of Connecticut and who is familiar with dam construction. Said engineer shall, upon completion of the permitted activities, certify to the Commissioner in writing that the permitted activities have been completed according to the approved plans and specifications.
- c. Within thirty (30) days of completion of the permitted activities, permittee shall submit to the Commissioner record drawings depicting the dam construction as completed, including any deviations from the approved plans and specifications. Said drawings shall be prepared and sealed by the engineer who oversaw the construction. In addition, the permittee shall arrange for submission of an electronic copy of the final record drawings in Adobe Acrobat "pdf" format.
- d. Nothing in this chapter and no order, approval or advice of the Commissioner, shall relieve any owner or operator of this dam from his legal duties, obligations and liabilities resulting from such ownership or operation. No action for damages sustained through the partial or total failure of any structure or its maintenance shall be brought or maintained against the state, the Commissioner of Energy and Environmental Protection, or his employees or agents.
- e. If during the process of construction, the permittee and their engineer determine that it would be appropriate to modify the design, then the permittee shall notify DEEP within 24 hours of any potential design changes. DEEP shall determine if the design modifications can be categorized as a de minimis activity when compared to the permitted design. No work shall take place which was not

included as part of the permitted design until DEEP responds to this determination request.

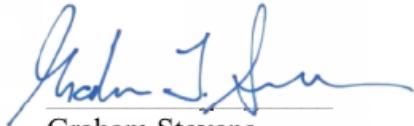
17. Fisheries Conditions.

The proposed work must be done during normal Middle Lake drawdown periods and the cofferdam must be used to dewater the work area as Upper Lake should not be drawn down due to risk of fish kill.

Issued by the Commissioner of Energy and Environmental Protection on:

August 26, 2020

Date



Graham Stevens
Bureau Chief
Water Protection and Land Reuse

<u>SECTION III.B. SPECIFICATIONS</u>	<u>Page(s)</u>
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STATE OF CONNECTICUT

REPAIRS AND MODIFICATIONS
TO
UPPER BOLTON LAKE DAM
Vernon, Connecticut

GENERAL REQUIREMENTS

1. Scope of Work

The Contractor shall provide all labor, superintendence, materials (except materials to be furnished by the Owner), plant, tools, and equipment necessary for properly constructing within the time stipulated, the Repair and Modification to Upper Bolton Lake Dam and all other work necessary for the proper completion of the project as shown on the Contract Drawings and specified herein.

2. Standards

Wherever reference is made in this Contract to the Standard of any technical society or other recognized organization, these shall be construed to mean the latest standard adopted and published at the date of advertisement for bids.

Abbreviations are defined as follows:

ASTM	- American Society for Testing and Materials
ANSI	- American National Standards Institute
ASA	- American Standards Association
ACI	- American Concrete Institute
AASHTO	- American Association of State Highway and Transportation Officials
ASME	- American Society of Mechanical Engineers
IEEE	- Institute of Electrical and Electronics Engineers
AWWA	- American Water Works Association
ACPA	- American Concrete Pipe Association
NEMA	- National Electrical Manufacturers Association

3. Lines and Grades

The Engineer will establish two benchmarks at the dam and the centerline of the dam and will make surveys and measurements necessary for determining pay quantities. The Contractor shall provide such assistance as the Engineer may require for the principal layout work and measurements for determining pay quantities.

All intermediate lines, grades, measurements, etc., required for the construction shall be established by the Contractor, but will be checked by the Engineer whenever decided necessary, and the Contractor shall provide such facilities as may be necessary for checking.

After the required lines and grades have been established, they shall be properly protected to prevent movement or displacement.

The Contractor shall be solely responsible for all locations, dimensions and levels, and no data other than the information contained in the drawings and specifications, or written orders of the Engineer, shall justify departure from the dimensions and levels required by the Drawings.

The Contractor shall keep a transit and leveling instrument on or near the site at all times and a skilled instrument man employed or obtained whenever necessary for layout of intermediate work.

The Contractor is hereby informed that he is to do no excavation or embankment work until the Engineer has completed all necessary cross sectioning. No payment will be made for work done prior to the Engineer's cross sectioning.

4. Contract Drawings and Working Drawings

The work is shown on the Title Sheet and Sheets 1 through 2 of the accompanying Contract Drawings. Such additional working drawings, as required because of changes or to provide greater detail, will be provided by the Engineer.

5. Alterations

The Engineer may make alterations to the line, grade, plan, form, dimensions, or materials of the work, or any part thereof, either before or after the commencement of the work. If such alterations increase the quantity of work, such increase will be paid for according to the quantity of such extra work actually done and at the prices stipulated for such work under unit price Items of the Contract. In case no unit price is applicable, the alterations will be paid for as extra work defined in Article 11 of the General Conditions.

6. Computer Generated Computations

The use of computer generated computations shall be considered satisfactory for estimating quantities where manual geometric and analytic methods would be comparatively laborious.

7. Contractor's Schedule of Operations

The Contractor shall submit, within ten (10) days after execution of the Contract, a preliminary schedule of operations for the project to the Engineer for approval. The approved preliminary schedule shall be used to prepare a detailed schedule of the principal construction events including all proposed purchase and delivery dates for items with critical delivery times. A supplemental bar graph shall also be prepared based on this construction schedule. The detailed schedule and bar graph shall be submitted for approval prior to the first estimate for payment.

The status of the project shall be evaluated monthly by the Contractor and shall be compared to the original schedule that shall be revised, if necessary, and reissued.

8. Coordination with Other Contractors and Utilities

During the progress of the work, other contractors and/or utilities may be engaged in performing work in the area. The Contractor shall coordinate the work to be done under this Contract with the work of others, in such a manner as the Engineer shall approve or direct.

9. Cost Breakdown

Prior to the first estimate for payment to the Contractor, the Contractor shall submit to the Engineer for approval a detailed cost breakdown of the various amounts to be paid for within each Lump Sum Item and/or Subdivision of Item of the Proposal. It shall also include, but not necessarily be limited to, proportional amounts for bonds, insurance, and miscellaneous works which are to be paid for throughout the life of the Contract, and which are not specifically included for payment under other Items and/or Divisions of the Proposal.

10. Estimated Quantities

To aid the Engineer in determining quantities to be paid for, the Contractor shall, whenever requested, give the Engineer access to the proper invoices, bills of lading, or other pertinent documents and shall provide methods and assistance necessary for weighing or measuring materials.

11. Payment for Miscellaneous Work

No direct payment will be made to the Contractor for furnishing and providing miscellaneous temporary works, plant, and services, including sanitary requirements, water supply, power, tools, equipment, lighting, telephone systems, store houses, store yards, safety devices, permits, insurances, bonds, watchmen, clean up, and the like, or other items specified under these General Requirements, unless payment therefor has been specifically provided. Compensation for the same is understood to be included in the scheduled prices hereinbefore given for the various kinds of work contemplated.

12. Drawings and Information to be Furnished by the Contractor

For materials and equipment not supplied by the Owner, the Contractor shall promptly furnish to the Engineer, for his information, five (5) copies of drawings in detail of the materials, equipment, piping, and structural details for any part of the work for which Drawings are not to be issued by the Engineer. Before placing orders for any manufactured item or part of structure, he shall also submit five (5) copies, for approval, of detailed lists and descriptions of the various materials, fixtures, fittings, and supplies which he proposes to use in the work, and also the names of individuals or companies who propose to furnish or manufacture the same. Copies of results of all tests of materials and equipment shall be furnished by the Contractor immediately following the performance of required tests.

Prior to the submittal of shop drawings, the Contractor shall check, approve, initial, and date the drawings and shall also indicate by reference the Specification and/or Plan which covers the item. Submittals will be returned to the Contractor if they have not been properly processed by him.

Due to the anticipated extended time required for fabrication and the possible conflicts or interferences with other items of equipment to be furnished and installed under this Contract, the Contractor shall submit all shop drawings for the sluice gate and appurtenances, and access hatch to the Engineer for approval within thirty (30) days after the award of Contract.

Approval by the Engineer of shop drawings for any material, apparatus, device, and layout shall not relieve the Contractor from the responsibility of furnishing same of proper dimension, size, quality, quantity, and all performance characteristics to efficiently perform the requirements and intent of the Contract Documents. Approval shall not relieve the Contractor from the responsibility for errors of any sort on the shop drawings. If the shop drawings deviate from the Contract Documents, the Contractor shall advise the Engineer of the deviations in writing, including the reasons for the deviation.

12. Drawings and Information to be Furnished by the Contractor (continued)

In the event the Contractor obtains the Engineer's approval for material, manufactured items, or equipment, other than that which is shown on the Plans or specified herein, the Contractor shall, at his own expense, make any changes as required in the structures, buildings, piping, or any other portion of the work necessary to accommodate the approved material, manufactured item, or equipment.

13. Substitution Clause

Wherever in the Plans and Specifications any item of equipment or material is designated by reference to a particular brand, manufacturer, or trade name, it is understood that an approved equal product, acceptable to the Engineer, may be substituted by the Contractor.

14. Contract Limits

The Contractor shall confine his activities to within street lines, easements, and rights-of-way.

The Contractor shall take particular care to protect trees and shrubs. He shall make good any damage to the satisfaction of the Engineer.

The Contractor shall not enter upon or make use of any private property along the line of work, outside the limits of the rights-of-way or easements, except when written permission is secured from the owner of said property and a copy delivered to the Engineer. The Contractor shall be held responsible for all damage or injury, done by himself or those in his employ, to any private or public property of any character during the prosecution of the work. The Contractor shall restore or repair at his own expense, in a manner satisfactory to the Engineer, such property as may be damaged by his operations during the prosecution of the work.

In case of failure on the part of the Contractor to restore or repair such property in a manner satisfactory to the Owner, the Owner may, upon 48 hours notice to the Contractor, proceed with such restoration or repair. The expense of such restoration or repair shall be deducted from any moneys, which are due or may become due the Contractor under this Contract.

The Owner will obtain photographs of the site prior to the start of work under this Contract and Agreement. These photographs will be used to judge the conditions of the site during the course of the work and the adequacy of restoration of the site after completion of the work.

15. Work in Easements

The Owner will obtain easements for construction work through private property. The Contractor shall confine his activities to the limits of the State Property and easements and shall take particular care to prevent damage to structures, trees, grass, shrubs, hedges, and all other private property outside of the Contract Limits. He shall make good all such damage to the satisfaction of the Engineer.

16. Cleaning Up Site

During the progress of the work, the Contractor shall keep the construction areas in a neat condition, free from accumulations of waste material and rubbish. Lunch papers, bottles, lumber cutoffs, drinking cups, and like rubbish shall be removed from the site daily. No alcoholic beverages or controlled substances will be permitted at the construction site(s).

On or before completion of the work and before acceptance and final payment shall be made, the Contractor shall clean and remove, from the site and adjacent property, all surplus and discarded materials, rubbish, and temporary structures and restore, in an acceptable manner, all property and leave the whole in a neat and presentable condition.

17. Storage of Materials

Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms and covered and stored in a suitable building, as directed by the Engineer. Stored materials shall be located so as to facilitate prompt inspections.

Materials and equipment supplied by the Owner shall be jointly inspected by the Owner and the Contractor and shall, upon acceptance by the Contractor, become the Contractor's responsibility to make good any damage to the materials and equipment until they have been incorporated and accepted in the work.

18. Removal of Condemned Materials

The Contractor shall remove from the site of the 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.

19. Hauling Materials

Before starting any work, the Contractor shall arrange, with the Municipal or State officials having jurisdiction, for the use of routes of travel for hauling materials, including surplus earth and rock, that will result in minimum inconvenience to the traveling public. Routes of travel so scheduled shall be adhered to throughout the course of the work, unless otherwise approved.

20. Temporary Roads

The Contractor shall be responsible for providing and maintaining such temporary access roads, as is necessary for transportation of materials and equipment. Where such roads are on private property he shall obtain permission for their construction and use and pay all costs pertaining thereto.

21. Dust Control

The Contractor shall take all necessary precautions to prevent and abate nuisance caused by dust arising from his operations by application of water spray.

22. 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. He shall comply with all safety and sanitary rules, laws, and regulations.

23. Work in Inclement Weather

During freezing, stormy, or inclement weather, no work shall be performed except such as can be done satisfactorily and in such manner as to secure first-class construction throughout.

24. Working Hours and Overtime Work

(a) Working Hours: The Contractor's working schedule shall be confined to a five (5) day week, Monday through Friday, and an 8-hour working day confined between the hours of 7:00 a.m. and 6:00 p.m. current local time. If the Contractor desires to work more than 8 hours per day, the Town's permission is required in advance. If work is permitted for more than an 8-hour day, the charge to the Contractor shall be One Hundred Dollars (\$100.00) per hour per working crew.

24. Working Hours and Overtime Work (continued)

Unless otherwise especially permitted, no work shall be done between the hours of 6:00 p.m. and 7:00 a.m. except as necessary for the proper care and protection of the work already performed. If it shall become absolutely necessary to perform work between 6:00 p.m. and 7:00 a.m. the Engineer shall be informed, at least 24 hours in advance, of the beginning of the performance of such work. Only such work shall be done at night as can be done satisfactorily and in a first-class manner. Good lighting and all other necessary facilities for carrying out and inspecting the work shall be provided and maintained at all points where such work is being done. If work is permitted between the hours of 6:00 p.m. and 7:00 a.m., the charge to the Contractor shall be One Hundred Dollars (\$100) per hour per working crew.

(b) Saturdays, Sundays, or Holidays: If the Contractor elects to perform work on Saturdays, Sundays, or holidays, he shall pay the Owner a charge of One Hundred Dollars (\$100) per hour for Saturday or Sunday or holiday per crew working. The Contractor may work on Saturday, Sunday or holidays only with the express permission of the Engineer.

25. Emergency Work

The Contractor shall file, with the Vernon Police and Fire Departments, and the Engineer, the name and telephone number of at least three persons authorized by him who may be contacted regarding emergency work at the job site that may be required during non-working hours for reasons of public safety. The contact information shall include office telephone numbers, home telephone numbers, mobile telephone numbers, and email addresses, as applicable. The list of emergency contacts shall be numbered to identify who to contact first, second and third.

The Contractor shall have staff readily available 24 hours a day, seven days a week during the duration of the contract and have full authority to deal with any emergency that may occur.

26. Sedimentation Control

All watercourses shall be protected from sedimentation, both during and after construction. This provision applies particularly to dewatering activities, storage of excavated or stockpiled material, trench or ditch excavation, and placement of compacted embankments. The Contractor shall control erosion and sedimentation in accordance with the publication entitled "2002 Guidelines for Soil Erosion and Sediment Control", by the Connecticut Council on Soil and Water Conservation, latest revision, and as approved by the Engineer. Provisions shall be made so that water which flows downstream does not contain sediments. Provisions shall include, but not be limited to, hay bale check dams across the outlet channel and at the toe of all embankments under construction, pump discharges to filter bags, and temporary culverts at all stream crossings.

26. Sedimentation Control (continued)

The Contractor shall submit details of his sedimentation control plan to the Engineer for approval.

27. Work in Brook(s), Stream(s), and Pond(s)

The Contractor's attention is directed to that portion of the work of this Contract which is in and along water bodies. The Contractor shall operate all equipment and perform all construction operations so as to minimize pollution.

Care shall be taken to prevent, or reduce to a minimum, any damage to any water body from pollution by debris, sedimentation, or other material, or from manipulation of equipment and/or materials in or near such water bodies and on abutting property. Particular care shall be taken to prevent gasoline, diesel fuel, and other oils from entering any water body.

In all cases involving work in a water body, every effort should be made to return the water body to the highest possible standard for aesthetic value, water quality, and fish habitat. Sufficient flow of water shall be maintained at all times to sustain aquatic life downstream.

28. Work Within Areas Designated as Inland Wetlands

Portions of this project are to be constructed in wooded areas and areas classified as inland wetlands. The Contractor shall limit disturbance of these areas, to what is absolutely necessary for construction, and restore these areas, as closely as possible, to their original natural state.

The Contractor shall familiarize himself with permits and maps held by the Town of Vernon indicating the wetlands. The Contractor shall be required to strictly adhere to all requirements and restrictions imposed by said permits.

The Contractor shall carefully strip all topsoil, loam, or organic material prior to excavation and shall store them separately from all other materials during excavation. In areas designated inland wetlands, the upper strata to a depth of 2 feet shall be stripped and stored separately. During backfilling, these materials shall be replaced and finished, as they existed before construction began.

The Contractor shall not introduce any substantial quantities of fill materials into any areas designated as inland wetlands.

The Contractor shall maintain all backfilled excavations in proper condition until expiration of the guarantee period as provided in the Contract.

29. Soil and Groundwater Conditions

The Owner assumes no responsibility whatsoever with respect to ascertaining for the Contractor such facts concerning physical characteristics at the site of the project. The Contractor agrees that he will make no claim for and has no right to additional payment or extension of time for completion of the work, or any other concession because of any interpretations or misunderstanding on his part of this Contract, or because of any failure on his part to fully acquaint himself with all conditions relating to the work.

30. General Sanitary Requirements

Suitably enclosed chemical or self-contained toilets shall be provided for the use of the men employed on the work. They shall be located near the work site and secluded from observation insofar as possible. Said sanitary facilities shall be serviced at regular intervals, kept clean and supplied throughout the course of the work.

The Contractor shall maintain a safe drinking water supply readily available to all workers.

31. Water Supply and Electrical Energy

The Contractor shall make his own arrangements for obtaining the electrical energy and water supply necessary for construction purposes at no additional cost to the Owner.

32. Contractor's Office

It will not be necessary for the Contractor to maintain an office convenient to the site during the period of construction. Copies of the Contract and working drawings and of the specifications shall be kept on file at the site for reference at any time.

33. Resident Engineer's Office

It will not be necessary for the Contractor to construct or maintain an office for the use of the Engineer.

34. Explosives and Blasting

The use of explosives is prohibited.

35. Sheeting, Shoring, Bracing or Trench Boxes

Where necessary, the sides of trenches and excavations shall be supported by adequate sheeting, shoring, bracing or trench box. The Contractor shall be held accountable and responsible for the sufficiency of all sheeting, shoring, bracing or trench boxes used and for all damage to persons or property resulting from the improper quality, strength, placing, maintaining, or removing of the same. Where sheeting is removed, care shall be taken not to disturb the new work or existing utilities and structures.

No sheeting is to be left in place unless expressly permitted by the Engineer. No direct payment will be made for sheeting, shoring, and bracing, and compensation for such work and all expenses incidental thereto shall be considered as included in the unit prices bid for the various Items of this Contract.

All excavations into which workers may be caused to enter shall be protected according to OSHA 29 CFR Part 1926, Subpart P-Excavations.

36. Existing Structures

All known surface and underground structures, on or immediately adjacent to the work, are shown on the Plans. This information is shown for the convenience of the Contractor in accordance with the best information available, but is not guaranteed to be correct or complete.

Guard rails, posts, guard cables, signs, poles, markers, mailboxes, fences, walls and stone walls, etc., which are temporarily removed to facilitate installation of the metal beam guardrail shall be replaced and restored in their original condition to the satisfaction of the Owner or Engineer.

The Contractor's attention is called to State of Connecticut Public Act 77-350 and 81-146 which states "No person, public agency or public utility shall engage in excavation without having first ascertained...the location of all underground facilities of public utilities in the area. (The Contractor)...shall notify the central clearinghouse of such proposed excavation, at least 2 full days, excluding Saturdays, Sundays and holidays...before commencing...(the work)." The Call Before You Dig telephone number is 1-800-922-4455.

The Contractor shall, at his own expense, retain the services of a licensed surveyor to replace property markers, on or adjacent to privately owned property, which have been disturbed during the course of construction.

37. Operation of Valves

Unless otherwise permitted, existing valves shall not be operated by the Contractor. Whenever the operation of a valve is necessary, the Contractor shall make arrangements, at least 24 hours in advance of the need, to have the Owner's forces perform the required operations.

38. Testing Laboratories

The Contractor shall provide, at no additional cost to the Owner, the services of approved testing laboratories to take samples of materials and perform tests as required under this Contract. Payment for these services shall be included under the applicable Items of the Contract.

39. Marking New Underground Plant

All new underground plant shall be marked with warning tape in accordance with State of Connecticut Public Act 16-345 and DPUC Regulations.

Tape shall be installed 12" to 18" below the ground or road surface above all underground plant in accordance with DPUC Regulations. Color-coding of tape for the various underground plants shall be as follows:

Green	-	Sanitary Sewers
Yellow	-	Gas, oil, petroleum products, compressed gasses and all other hazardous liquid
Red	-	Electric power lines or conduits
Purple	-	Radioactive materials
Orange	-	Communication lines or cables, including telephone, telegraph, cable television
Blue	-	Water

Warning tape shall be Terra Tape Extra Stretch or approved equal consisting of 6 ply of high-grade copolymer film bonded together without adhesives, specifically formulated for prolonged use underground. Tape shall be highly resistant to alkalis, acids, and other destructive agents found in the soil. Tape shall have a minimum tensile strength of 80 lbs. per 3" wide strip and shall bear a continuous printed message every 16" to 36" warning of the installation buried below.

40. Safety

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work, and shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property.

It is not the function of the Engineer to supervise or direct the manner in which the work to be done under this Contract is carried on or conducted. The Engineer is not responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, and he will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.

41. Maintenance of Traffic

Unless permission to close the street is received in writing from the proper authority, vehicular and pedestrian traffic must be safely maintained at all times.

Hatch Hill Road must remain open at all times.

If the Contractor chooses to close one lane of Hatch Hill Road for construction operations, the Contractor shall at his own expense, as directed by the Vernon Police Chief, provide Town of Vernon Police Officers and erect acceptable barricades, barrier fences, traffic signs, and all other traffic devices not specifically covered in a bid item, to protect the work from traffic, pedestrians, and animals. He shall provide sufficient temporary lighting such as lantern/flashers (electric battery operated) or other approved illuminated traffic signs and devices to afford adequate protection to the traveling public, at no additional cost to the Owner.

The Contractor shall furnish all construction signs that are deemed necessary by and in accordance with Part VI of the Manual on Uniform Traffic Control Devices as published by the U.S. Department of Transportation. In addition, the Contractor may be required to furnish up to 128 square feet of additional special construction warning signs. Size and exact wording of signs shall be determined by the Engineer during construction.

The intent of policing is to ensure public safety by direction of traffic. Police officers are not to serve as watchmen to protect the Contractor's equipment and materials.

Nothing contained herein shall be construed as relieving the Contractor of any of his responsibilities for protection of persons and property under the terms of the Contract.

STATE OF CONNECTICUT

REPAIR AND MODIFICATIONS
TO
UPPER BOLTON LAKE DAM
Vernon, Connecticut

DETAILED SPECIFICATIONS

Site Work

Item 1

1.1 Work Included

Under this Item the Contractor shall supply all labor, tools, materials, and equipment necessary to do all clearing, grubbing, stripping, topsoiling and seeding, and to provide all sediment and erosion controls required for the Repairs and Modifications to Upper Bolton Lake Dam.

Clearing limits shall be 25 feet from embankments, and grubbing, and stripping limits shall be 10 feet from any change in grading, unless otherwise directed by the Engineer. The Contractor shall take all necessary precautions to protect trees located outside of the clearing and grubbing limits.

The compacted embankments are specified and paid for under Item 6.

1.2 Clearing

Clearing shall include the cutting and/or removal, by approved means, of all vegetation above the surface of the ground, including trees, brush, and logs.

All vegetation, stumps, and trees shall be cut as close to the ground as practicable. The Contractor may salvage logs that can be used. The remaining material shall be chipped or removed and disposed off the site in an approved location and manner.

1.3 Grubbing

Grubbing shall include the removal of all stumps, roots larger than 2-inches in diameter, and other vegetation and organic debris to a depth of at least 12" below original ground surface, unless otherwise permitted. Grubbed materials shall be removed and disposed off the site in an approved location and manner. The Contractor shall fill and compact the holes and excavations that result from the grubbing activities.

1.4 Stripping

Stripping shall include the removal and stockpiling of the topsoil, as determined by the Engineer, from within the clearing, grubbing, and stripping limits. The minimum depth of stripping shall be 12" or as shown on the Contract Drawings. The topsoil shall be stockpiled and used in the final topsoiling of the dam. Material unsuitable for use in the final topsoiling or grading of the site shall be disposed off-site.

1.5 Topsoiling and Seeding

The Contractor shall use the previously stockpiled topsoil and additional topsoil from outside sources. On all graded and disturbed areas, the Contractor shall grow an approved stand of grass. The Contractor shall be responsible for the satisfactory growth of grass throughout the one-year maintenance period.

Prior to placing topsoil, objectionable material such as sod, roots, and stones larger than 2" shall be removed. Unsuitable material removed shall be properly disposed off-site.

Surfaces that are to be topsoiled shall be properly graded and prepared prior to placement of the topsoil. Topsoil shall be placed to a compacted thickness of 6" on all disturbed surfaces. The topsoil shall be lightly compacted by roller, and shall be raked to provide an even, smooth surface at the required slopes and grades immediately before seeding.

Samples of the topsoil shall be taken by the Contractor and tested by a laboratory approved by the Engineer to determine fertilizing and liming requirements. Results shall be provided to the Engineer. The Contractor shall apply lime and fertilizer as recommended by the testing laboratory. Lime and fertilizer are to be delivered to the job site in clean, unopened containers showing the weight, analysis, and name of manufacturer.

1.5 Topsoiling and Seeding (continued)

All seeded areas shall be mulched. Erosion control blankets shall be used on all seeded embankment slopes and shall be Curlex as manufactured by American Excelsior Company or approved equal.

Grass seed shall be of the previous year's crop. It shall meet current standards of the Association of Official Seed Analysts. The seed mix shall contain the following:

<u>Kind of Seed</u>	<u>Percent by Weight</u>
Chewing Fescue	35
Hard Fescue	30
Colonial Bentgrass	5
Birdsfoot Trefoil	10
Perennial Ryegrass	20

Seed shall be delivered to the site in unopened containers with manufacturer's label attached.

The work shall include the preparation of the topsoil, application of seed, fertilizer, lime, mulching, watering, and all other operations necessary to provide a satisfactory growth of grass at the end of the one-year maintenance period. The first cutting of grass shall be done by the Contractor. All subsequent cuttings will be done by the Owner.

Maintenance of grassed areas shall begin immediately following seeding. Seeded areas shall be protected by watering, fertilizing, replanting, and application of weed, insect, and disease control measures as necessary to obtain an acceptable sod composed of the grasses specified, throughout the one (1) year maintenance period. Areas without acceptable sod at the end of the one (1) year period shall be replanted until satisfactory growth is obtained. The Engineer will be the sole judge of acceptance. The Contractor may use water from the lake for watering the grass.

1.6 Sediment and Erosion Controls

The Contractor shall furnish, install, maintain and remove sediment and erosion controls as shown on the Contract Drawings and any additional controls that may be required to meet field conditions. Sediment and erosion controls shall be in accordance with the Publication entitled "2002 Connecticut Guidelines for Soil Erosion and Sediment Control" by the Connecticut Council on Soil and Water Conservation, and specified in Appendix B.

1.6 Sediment and Erosion Controls (continued)

The Contractor shall be responsible for the removal of any sediment or material tracked onto Research Parkway by sweeping or other approved means at the end of each working day. All watercourses shall be protected from sedimentation, both during and after construction. Provisions shall be made so that water that flows downstream does not contain sediments. Provisions shall include, but not be limited to, silt fences around stockpiled material, sediment barriers at the toe of all embankments under construction, and erosion control blankets on all topsoiled embankment slopes. All sedimentation and erosion controls shall be maintained until permanent vegetation or erosion controls are established, at which time they shall be removed by approved methods.

1.7 Payment

The lump sum bid under this Item shall include payment in full for all labor, tools, materials, and equipment necessary for clearing, grubbing, stripping, and topsoiling and seeding, including stockpiling suitable material, and providing sediment and erosion controls, complete as shown and herein specified.

Control of Water During Construction

Item 2

2.1 Work Included

Under this Item the Contractor shall furnish all labor, tools, materials, and equipment to do all work necessary to build, maintain, and remove, if required, all temporary cofferdams, fills, drains, or other structures, and shall do all pumping or otherwise control water during modifications to the dam. The Contractor shall keep all portions of the work free from ground or surface water during construction. All permanent work as shown and specified will be paid for under other Items.

2.2 Control of Water

The watershed area tributary to Upper Bolton Lake is approximately 3.04 square miles, and the water surface area is 23.49 acres. The average inflow into Upper Bolton Lake during July to October is 280 gallon per minute (gpm), November to February 1,400 gpm and March to April 2,600 gpm. Rainfall can substantially increase the amount of inflow.

The Contractor shall be responsible for pumping the inflow through the site during construction. The Contractor shall construct a temporary cofferdam around the work area as shown on the Contract Drawings. The cofferdam can be Jersey barriers, concrete blocks, Aquadam or other approved non-erodible material. Plastic sheeting and/or sandbags may be required to reduce the leakage through the cofferdam. The area downstream of the cofferdam shall be dewatered by the Contractor. Bypass pumps will be required to maintain the water level of the pond upstream of the cofferdam at approximately elevation 668 (about 2.5 feet below spillway) for the duration of the construction. The existing outlet pipes should be used for the bypass pump discharge. The water level in Middle Bolton Lake will be lowered approximately 1.5 feet to elevation 669 after October 15th and the Owner will attempt to maintain that level for the duration of the project. The Contractor shall partially plug or sandbag the reinforced concrete outlet pipes to prevent water from flowing upstream into the work area from Middle Bolton Lake.

After the new inlet structure is completed, the cofferdam and temporary pumping equipment shall be removed.

The Contractor shall submit a water control plan for approval prior to commencing work. The plan shall include provisions for controlling water during construction of the spillway structure. The plan shall include the construction of cofferdams, bypass pipes, and pumping, keeping intakes clear of debris, and all other maintenance of the system.

2.3 Pumping and Draining

All permanent construction as shown, specified, ordered, or directed shall be carried on in areas free from water. In addition to the requirements previously described, the Contractor shall do all ditching, draining, sheeting, bracing, and diking required to keep the work free from water.

The Contractor shall provide all necessary pumps, drains, well point systems, and other means for removing water. Before structures are built, the excavations shall be free from water and, if necessary, suitable drainage facilities shall be provided and maintained. Any drainage system used by the Contractor shall be subject to approval by the Engineer.

Subgrade damaged by failure to properly dewater shall be repaired at the Contractor's expense.

Water from the excavation shall be discharged to filter bags or pump settling basins in such a manner that it will cause no injury to public health, to public or private property, or to the work completed or in progress.

2.4 Payment

The Contractor shall receive the lump sum bid under this Item as full compensation for furnishing all labor, equipment, materials, and for meeting all other costs required to control the water as shown, specified, or required. Payment for pumping, sheeting, draining and ditching, and the construction and removal of all temporary cofferdams, and other structures necessary to keep the work free of water during construction. Monthly payments for work under this Item shall be in proportion to payment for work done on other Items. Permanent work, including embankment, pipe, concrete work, and slide gate are included under other Items.

Excavation

Item 3

3.1 Work Included

Under this Item, the Contractor shall furnish all labor, tools, materials, and equipment necessary to do all excavations required to construct the spillway structure, complete as shown and specified.

3.2 General

Excavations shall be made of every description and of whatever substances encountered, as required for the construction of the new concrete spillway structure.

All structures shall be placed on firm, undisturbed ground, accurately trimmed by hand to final grade, except where the excavation is in unsuitable foundation material. In the opinion of the Engineer, if such material is encountered, it shall be removed and replaced with concrete to secure a satisfactory footing. Concrete ordered by the Engineer is specified and paid for under Item 4B.

All excavations shall be made in such manner and to such widths as will give ample room for properly installing and inspecting the pipe or structures that they are to contain, and for such sheeting and bracing, pumping, and draining as may be necessary. The Contractor shall use methods and equipment such that excavations shall be made accurately to the required width and depth, and not result in over-excavation. When excavations for structures are made below the required grade, they shall be brought to the correct grade, as directed, with concrete fill at the expense of the Contractor. The sides of excavations for the concrete spillway structure shall be shored or sloped back to permit proper compaction of backfill and provide a safe work area.

Excavation and dewatering, if required, shall be accomplished by methods which preserve the undisturbed state of subgrade soils. Subgrade soils which become soft, loose, "quick", or otherwise unsatisfactory for support of structures as a result of inadequate excavation, dewatering, or other construction methods shall be removed and replaced with suitable material, or shall be stabilized as required by the Engineer, at the Contractor's expense.

Suitable material from excavations shall be stored on the site for use in the compacted embankment and final grading of the site. Material from excavations that, in the opinion of the Engineer, are unsuitable for use in the compacted

3.2 General (continued)

embankments or final grading shall be removed from the site and disposed of by the Contractor.

3.3 Unauthorized Excavation

All excavations carried outside of the lines and grades shown, unless specifically directed by the Engineer, shall be at the Contractor's expense and shall be filled by the Contractor at his own expense with suitable material as directed by the Engineer.

3.4 Storage and Disposal of Excavated Materials

Suitable material from excavations shall be stored on the site for use in backfilling. Material removed from excavations shall be stored in such a manner that it shall not interfere unduly with the work in progress.

Any excess material from excavations and material that, in the opinion of the Engineer, is unsuitable for use in backfilling, shall be disposed of off the site by the Contractor.

3.5 Sheeting and Bracing

The Contractor shall furnish, place, maintain, and remove such sheeting as may be required to support the sides of the excavations or to protect structures from possible damage.

All excavations into which workers may be caused to enter shall be protected according to OSHA 29 CFR Part 1926, Subpart P-Excavations.

The Contractor shall be responsible for the adequacy of all sheeting and bracing used, for failure to use sheeting where it is necessary, and for all damage to persons or property resulting from its failure or from its installation.

All sheeting and bracing systems shall be designed to resist, without failure, all loads that are intended or could reasonably be expected to be applied or transmitted to the system. Such system shall be designed by a licensed Professional Engineer in the State of Connecticut unless other approved OSHA options are used.

Where the material to be excavated is of such character or other conditions are such as to render it necessary, the sheeting shall be closely driven to such depth below the bottom of the structure as may be required.

3.5 Sheeting and Bracing (continued)

All sheeting and bracing shall be removed upon completion of the work, unless required to be left in place by the Engineer. Any sheeting or bracing left in place shall be cut off at least 2' below the finished ground surface elevation.

The cost of furnishing, placing, maintaining, and removing temporary sheeting and bracing, or cutting off sheeting and bracing left in place shall be included under this Item.

3.6 Payment

The lump sum bid for Item 3 shall be full payment for all labor, tools, equipment, materials, sheeting and shoring, and for other expenses necessary for all excavation, stockpiling of suitable materials, and disposal of unsuitable materials, complete as shown and specified herein.

Concrete Work

Item 4

4.1 Work Included

Under this Item the Contractor shall furnish all labor, materials, tools, and equipment necessary to do all concrete work, complete as shown and specified herein. Included under this Item are all expansion joints, waterstops, sealant, construction joints, reinforcing steel and damproofing.

This Item is divided for payment as follows:

Item 4A - Class "A" Concrete
Item 4B - Class "B" Concrete

4.2 Classification

Class "A" Concrete includes all reinforced concrete and that requiring considerable formwork. Included under Class "A" concrete is concrete for the spillway training structure.

Class "B" Concrete includes fill concrete and concrete that requires simple formwork.

4.3 Cement

Portland cement shall conform to the Standard Specifications of ASTM Designation C150, latest revision, Type I or Type II cement. It shall be made by a well-known, acceptable manufacturer and the product of not more than one plant shall be used on the work. Cement shall be stored and handled in such a manner as to prevent deterioration or the intrusion of foreign matter. Any material which has deteriorated or which has been damaged shall not be used in the work. Fly ash or similar materials will not be allowed as a substitute for cement.

4.4 Aggregates

Aggregates shall conform to ASTM Designation C33, latest revision. Coarse aggregate for Class "A" concrete shall be size No. 67, nominal 3/4" to No. 4; coarse aggregate for Class "B" concrete shall be either size No. 67 or size No. 467,

4.4 Aggregates (continued)

nominal 1-1/2" to No. 4, unless permitted otherwise by the Engineer. The Contractor shall obtain the services of an approved commercial testing laboratory to sample and test the aggregates to insure compliance with the above specification and shall submit the test results to the Engineer for approval before beginning work. Acceptance of samples shall not be considered as a guarantee of acceptance of all materials from the source and it shall be understood that any aggregates which do not meet with requirements of these specifications may be rejected at any time.

4.5 Admixtures

Admixtures other than an air entraining admixture shall not be used without the written approval of the Engineer. Air entraining admixtures shall be used and shall be Sika AER, or approved equal, conforming to ASTM Designation C260. The air content of the concrete with 3/4" maximum size aggregate shall be 6%, plus or minus 1% by volume. The air content for concrete with a 1-1/2" maximum size aggregate shall be 5%, plus or minus 1% by volume.

4.6 Water

Water used in mixing concrete shall in general be of drinking water quality and shall be clean and free from injurious amounts of oils, acids, alkalis, organic materials, salts, or other substances that may be deleterious to concrete or steel.

4.7 Storing and Handling Aggregates

All materials used for concrete must be kept clean and free from all foreign matter during transportation and handling and kept separate until measured and placed in the mixer. Bins or platforms having hard, clean surfaces shall be provided for storage. Suitable means shall be taken during hauling, piling, and handling to prevent segregation of the coarse and fine particles of the aggregate to such a degree as to disturb the gradation.

4.8 Measuring Materials

The proportions of cement and fine and coarse aggregate for each batch of concrete shall be determined by weight. Equipment for measurement of the amount of water used in each mix shall be readily adjustable and capable of measuring water in variable amounts within a tolerance of 1%.

4.8 Measuring Materials (continued)

All equipment for measuring and accurately controlling the quantities of materials shall be of approved design and shall be tested and calibrated before they are used. Tests shall be made of moisture content of aggregates and allowance shall be made for the variations in moisture content as required.

4.9 Proportions

Proportions of materials in the concrete and strength of concrete shall be approved by the Engineer and shall be subject to the following limitations:

<u>Class</u>	<u>Minimum 28-Day Compressive Strength psi</u>	<u>Maximum Net Water Content (Gals. Per Sack Cement)</u>	<u>Minimum Cement Content (Sacks Per Cubic Yard)</u>
A	4,000	5-1/2	7.0
B	3,000	7	5.5

Prior to the beginning of the concrete work, the Contractor shall submit a design mix consisting of a statement of the proportions of cement, fine aggregate, coarse aggregate, and water, and the gradations of the fine and coarse aggregates he proposes to use, for approval. He shall have standard test cylinders made and tested by an approved testing laboratory. Laboratory test reports shall show sources of materials, proportions of each material, including water used in the test mix, consistency, and the results of 7-day and 28-day compressive strength tests. Tests shall be made as described under Sections 4.11 and 4.12.

The exact proportions of materials used in the work shall be subject to the approval of the Engineer and shall not be changed without his approval. Slump tests shall be made from time to time during the progress of the work as specified under Section 4.11.

4.10 Slump Control

Class "A" and Class "B" concrete shall be furnished and placed at a slump of 2" to 4".

4.11 Slump Tests, Air Content Tests and Test Cylinders

The Contractor shall obtain the services of an approved testing laboratory for making slump tests, air content tests, and standard compression test cylinders as the work progresses, all at the direction of the Engineer, who shall be the sole judge of the number of tests and cylinders required.

4.11 Slump Tests, Air Content Tests and Test Cylinders (continued)

The Contractor shall furnish all necessary materials for the tests, including standard slump cones and molds for concrete test cylinders in conformance with ASTM Standard C470, latest revision. The Contractor shall provide proper storage for the cylinders.

Standard 6" x 12" test cylinders shall be made, stored, and cured in accordance with "Standard Method of Making and Curing Concrete Compression and Flexure Test Specimens in the Field", ASTM Designation C31, latest revision. A standard sample shall consist of 6 test cylinders, 2 of which normally shall be broken at 7 days and 2 of which shall be broken at 28 days, and 2 spares.

Not less than 1 standard sample shall be made for each 50 cubic yards, or fraction thereof, of concrete placed in any 1 day. The Contractor shall provide the services of an approved testing laboratory to test the cylinders. Tests shall be made as described under Section 4.12.

Slump tests shall be made in accordance with ASTM Designation C43, latest revision. The tests for air content shall conform to the requirements of "Test for Air Content of Freshly Mixed Concrete by the Pressure Method," ASTM Designation C231.

If tests do not show satisfactory results, the mix shall be adjusted as required. Concrete which does not meet the strength or air content requirements is subject to rejection and removal from the work or to such other corrective measures as approved by the Engineer to make the work acceptable, all at the expense of the Contractor.

4.12 Tests by Approved Laboratory

All testing shall be performed by a testing laboratory which conforms to the requirements of the "Standard Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as used in Construction," ASTM designation E329 and is approved by the Connecticut Department of Transportation. The testing services shall be under the direction of a full-time registered professional engineer.

Compression strength tests of cylinders shall conform to "Test for Compressive Strength of Molded Concrete Cylinders", ASTM Designation C39, latest revision.

4.12 Tests by Approved Laboratory (continued)

The cost of all testing work shall be borne by the Contractor. The testing laboratory shall submit certified copies of the test results, sealed and signed by a registered professional engineer, in duplicate, directly to the Engineer and the Contractor within 24 hours after tests are made.

4.13 Mixing

Concrete shall be mixed by an approved rotating type batch machine, except where hand mixing of very small quantities may be permitted. The arrangements shall provide for the correct weight of each ingredient before placing in the mixer and the ingredients to be used in each batch shall be governed by the size of the concrete mixer and shall not exceed the rated capacity specified for the mixer by the manufacturer. Unless otherwise permitted, the quantities shall be such as to require a whole number of bags of cement.

Mixing shall be thorough and all materials for each batch shall be mixed together at least 2 minutes while the drum revolves at the proper speed.

4.14 Transporting Concrete

The concrete shall be transported and placed in the work not more than one hour after the water is added to the dry ingredients. Care shall be taken to avoid spilling and separation of the mixture. No concrete in which ingredients have become separated shall be placed in the work. Retempering of partially set concrete will not be permitted. Suitable and approved equipment for transporting concrete from mixer to forms shall be used.

4.15 Transit Mixed Concrete

The Contractor shall submit full information as to the physical capability of the mixing plant and trucking facilities which are available and the estimated average amount which can be produced and delivered to the job site during a normal 8 hour day, excluding the output to other customers, for approval. The number of cubic yards of concrete placed daily will depend on the ability of the plant to deliver concrete to the site and is subject to the approval of the Engineer. The concrete shall be in accordance with the "Specification for Ready Mix Concrete", ASTM Designation C94, as amended, and all applicable requirements of this Item.

The Engineer shall have access to the mixing plant at all times. The concrete shall be mixed in revolving drum-type mixers which are in good condition and which produce thoroughly mixed concrete of the specified consistency and strength. Loads shall not exceed the proper capacity of the mixer.

4.15 Transit Mixed Concrete (continued)

Concrete shall be mixed for a minimum of 1-1/2 minutes after it arrives at the job site, or as recommended by the mixer manufacturer. The drum shall not mix while in transit. Mixing shall be continuous at proper speed until the concrete is discharged. Concrete shall be discharged from the mixer within 1 hour after water is added to the mix and shall have a slump of 2" to 4".

Adequate facilities shall be available for continuous delivery of concrete at the required rates. Concrete which does not meet the requirements of this specification will be rejected. Copies of the delivery slips shall be provided to the Engineer. Delivery slips shall be properly filled out indicating design mix requirements, water content, cement content and compressive strength, and the time the truck left the plant.

4.16 Forms

Forms shall be in accordance with the "Recommended Practice for Concrete Formwork" (ACI 347, latest revision), and shall be set and maintained so as to insure that completed work is within the suggested tolerances of that Standard.

Forms shall be of plywood, plywood faced, or metal; shall conform to the shape, lines, and dimensions of the concrete as shown on the Contract Drawings; and shall be substantial and sufficiently tight to prevent leakage of mortar. The Contractor shall be responsible for the design and engineering of the formwork as well as its construction. The inside of forms shall be coated with a nontoxic, non-staining mineral oil or other approved material to prevent adhesion of concrete to the forms.

All edges and corners in the finished work shall be straight and true. External corners shall have a 3/4" chamfer unless otherwise shown. For all faces which are exposed in the finished work, forms shall be smooth and so built and treated that when removed; the concrete will be left with smooth, presentable surfaces, free from offsets, ridges, discoloration, or other unsightly defects. Deformed or otherwise defective forms shall be removed from the work. The methods and materials used for tying forms in place shall be subject to approval and no wires shall be used for tying the forms on faces exposed in the finished work. Form ties shall be of bolts and rods of such design that the end of the internal member will be recessed by a removable cone at least 1" from the face of the finished concrete. Holes shall be closed in a workmanlike manner as specified under Section 4.22. Patches on exposed surfaces shall match the color of the surrounding concrete. Form tie systems which leave a void in the structure will not be permitted.

4.16 Forms (continued)

Concrete shall not be placed until all forms, bracing, and reinforcement are in final secure position. Formwork shall be completed and inspected prior to the placing of concrete. All pipes, sleeves, and other embedded items as shown on the Contract Drawings shall be in place before the concrete placing commences. Temporary openings shall be provided at the base of wall forms and at other points where necessary to facilitate cleaning and inspection.

4.17 Placing Concrete

Immediately before placing concrete, the forms shall be thoroughly cleaned and wet, and the space to be occupied by concrete shall be free from all dirt, chips, and foreign material. The concrete shall be carried up level along the whole length of the section under construction and shall be placed so as to avoid rehandling within the forms. Concrete shall be compacted by means of approved internal vibrators to produce dense, homogenous concrete without pockets or voids. Vibrators shall not be used to move the concrete along the form. Where spaces under pipes or other spaces are to be filled, concrete shall be forced under from one side until visible from the other side to prevent voids.

Chutes may be used for distributing concrete only when approved in writing by the Engineer. Requests for such approval shall be accompanied by sketches showing methods by which chutes will be employed. Chutes, if permitted, shall be designed with proper slopes and supports to permit efficient handling of the concrete without increasing the water-cement ratio.

Concrete shall not be permitted to free-fall within the form a distance exceeding 4'. "Elephant trunks" shall be used to prevent free fall and excessive splashing on forms and reinforcement.

When fresh and previously placed concrete are jointed, immediately before placing fresh concrete, the contact surface of the previously placed concrete shall be thoroughly cleaned using a stiff brush or other tools and a stream of water under pressure. The surface shall be clean and wet but free from pools of water at the moment the fresh concrete is placed. Any laitance, waste mortar, or other substance which will prevent complete adhesion shall be removed. A 1" thick coat of mortar of similar proportions to the mortar in the concrete shall be placed over the contact surface of the previously placed concrete and the fresh concrete shall be placed before the mortar has attained its initial set. No concrete shall be placed when the Engineer is not present.

The new concrete wall shall be poured in sections with joints at the locations shown on the Contract Drawings. Adjacent sections shall not be poured until the previous section has cured 7 days.

4.18 Weather Conditions and at Night

Concrete placement during cold or hot weather or at night shall conform to the following requirements:

Cold Weather: All methods and materials used for winter concreting shall be in accordance with the requirements of "Cold Weather Concreting", ACI 306, latest revision, and shall be subject to the approval of the Engineer. Plans to protect fresh concrete from freezing and to maintain temperatures not less than the permissible minimum during the first 7 days after placing shall be made before the first frosts are to occur. The temperature of the concrete placed shall not be less than 55°F or greater than 85°F and a temperature of between 50°F and 70°F shall be maintained for at least 7 days after placing. Means shall be provided, if necessary, to insure that the ambient temperature shall not fall more than 30°F in the 24 hours following the 7 day period. Admixtures, except those approved by the Engineer, shall not be used. The cost of all materials furnished or required to protect against freezing shall be at the sole expense of the Contractor without extra charge therefor.

Hot Weather: All methods and materials used for hot weather concreting shall be in accordance with the requirements of "Hot Weather Concreting", ACI 305, latest revision, and shall be subject to the approval of the Engineer. Concrete deposited in hot weather shall have a placing temperature which will not cause difficulty from loss of slump, flash set, or cold joints.

At Night: No concrete shall be placed at night without permission of the Engineer, and the Contractor shall give at least 12 hours notice to the Engineer if he wishes to place concrete at night.

4.19 Quality of Concrete Work

Concrete shall be placed solidly against the forms and elsewhere so as to leave no voids. Every precaution shall be taken to make all masonry solid, compact, watertight, and smooth and to prevent the formation of laitance and to avoid cold joints. If for any reason the surfaces have voids or are unduly rough, or are in any way defective, such masonry shall be cut out to the extent ordered or permitted and shall be repaired to the satisfaction of the Engineer. The cost of all repairs shall be borne by the Contractor. No thin patches or plastering will be accepted.

Any concrete that is defective which, in the opinion of the Engineer, cannot be properly repaired as described above, shall be removed and replaced at the expense of the Contractor.

4.20 Care and Curing of the Concrete

All exposed surfaces of finished and unfinished concrete shall be kept constantly moist by sprinkling with water at short intervals, by covering with moist burlap, or by such other means as may be approved, for a period of not less than 7 days.

No exposed concrete shall be placed during rainstorms and freshly placed concrete shall be protected during storms to prevent erosion. Sufficient covering shall be provided and kept ready at hand for this purpose. All fresh work shall be carefully protected from injury.

4.21 Removal of Forms

Forms shall be removed in such manner as to insure the complete safety of the structure. Reshoring will not be permitted. In no case shall the supporting forms or shoring be removed until the members have acquired sufficient strength to support safely their weight and the load thereon. The results of suitable control tests may be used as evidence that the concrete has attained such sufficient strength. The minimum time for removal of forms will be subject to the Engineer's approval.

4.22 Finish

Immediately after the concrete forms are removed, all extrusions shall be chipped off and all tie rod holes patched with 1:2 cement: sand mortar. Exposed vertical surfaces shall have a rubbed finish and shall be rubbed with carborundum stones no later than the day following form removal. During the rubbing, water shall be constantly applied to the concrete. Rubbing shall continue until the surface is brought to a smooth, even texture.

All horizontal surfaces shall be struck to the proper grade by moving a straight edged template back and forth across the placed surface in a saw motion until the required grade is reached. Shortly after the striking operation, while the surface is still plastic, it shall be floated with wood. The process shall bring the surface to the true required grade. After the surface has reached the partial hardness stage, it may have to be refloated to secure a proper finish.

The various finishes required for the surfaces are as follows:

Rubbed: Exposed vertical surfaces.

Chipped of Extrusions and Tie Holes Patched: All surfaces below grade.

Wood Float: All horizontal surfaces including the tops of the spillway training walls and outlet structure.

4.23 Protection from Injury

Finished concrete surfaces shall be protected from injury and defacement until the work under the Contract is accepted.

4.24 Construction and Expansion Joints

Joints in concrete shall only be made where shown on the Contract Drawings or permitted by the Engineer. In either case they shall be made in accordance with the details shown on the Contract Drawings.

Expansion joint material shall be premolded concrete gray, open cell sponge rubber as manufactured by Williams Products, Inc., Troy, Michigan, or approved equal.

4.25 Sealant

Sealant shall be a 1 component polyurethane based compound such as Sikaflex 1A, or approved equal. It shall be placed in accordance with the manufacturer's instructions. The depth of the joint shall be one-half the width.

4.26 Steel Reinforcement

Bars or rods shall be deformed bars of an approved type and shall be free from defects and kinks and from bends which cannot be readily and fully straightened in the field. They shall conform to ASTM Designation A615, Grade 60, latest revision. The Contractor shall furnish satisfactory test certificates. All bars shall be stored in clean, dry places until incorporated in the work.

4.27 Detailing, Fabrication, and Placing Reinforcement

All reinforcement at the time concrete is placed shall be free from loose rust, scale, or other coatings that will destroy or reduce the bond. All detailing and fabrication of reinforcement, unless otherwise noted, shall conform to "Details and Detailing of Concrete Reinforcement" ACI 315, latest revision, and "Manual of Engineering and Placing Drawings for Reinforced Concrete Structures" ACI 315R, latest edition. Metal supports, touching formed or exposed concrete surfaces, shall not be used. Reinforcement shall not be secured to forms by means of wire, nails, or other ferrous material. Metal chairs with plastic feet shall not be used to support reinforcement unless approved by the Engineer.

4.27 Detailing, Fabrication, and Placing Reinforcement (continued)

Wood spacers, concrete block spacers, nails with tie wires, or metal chairs with plastic feet shall not be used as side form spacers. Bent reinforcement bars shall be used as spacers between mats of reinforcement steel. Suitable means shall be provided to maintain the required space between reinforcement steel and side forms, such as attaching reinforcement steel to form ties. The Contractor shall submit his proposed means to the Engineer for approval.

During construction, protection devices such as "Bar Guard", as manufactured by American Allsafe Co., Buffalo, NY, shall be placed over exposed ends of reinforcing rods.

4.28 ACI Code

Except as otherwise shown on the Contract Drawings or as specified herein, "Building Code Requirements for Reinforced Concrete", ACI 318, latest revision, shall apply.

4.29 Measurement and Payment

The quantity to be paid for under Items 4A and 4B, Class "A" Concrete and Class "B" Concrete shall be measured for payment as the volume of concrete actually placed within the limits shown or directed, with no deductions made for openings less than 1 square foot in cross-section. Class "B" concrete used as fill concrete in areas of excess excavation shall be at the Contractor's expense.

The unit price per cubic yard bid under Item 4A, Class "A" Concrete, shall be payment in full for all labor, tools, materials, and equipment necessary to furnish and install the Class "A" Concrete, complete as shown and specified, including expansion joints, sealant, and reinforcing steel.

The unit price per cubic yard bid under Item 4B, Class "B" Concrete, shall be payment in full for all labor, tools, materials, and equipment necessary to furnish and install the Class "B" Concrete, complete as shown and specified or directed.

Miscellaneous Metal Work

Item 5

5.1 Work Included

Under this Item the Contractor shall supply all labor, tools, materials, and equipment necessary to furnish and install the weir gate assembly, spillway trash rack, vertical bar rack aluminum grating and appurtenances complete as shown and specified herein.

5.2 Weir Gate Assembly

The weir gate shall be a no-rising stem self-contained stainless steel weir gate furnished with non-rising stainless steel stem, and a flange for mounting to the concrete wall. The weir gate, extension stem, wall mounted stem guide and appurtenances shall be manufactured by Waterman Industries, Hydro Gate or approved equal. The weir gate shall be constructed of ASTM 304L stainless steel and conform to AWWA Specification C561, latest revision. The weir gate shall be designed for an unseating head of at least 20' of water. The gate seals shall be Neoprene. The weir gate shall be attached to the concrete wall with stainless steel anchor bolts, the number and size as recommended by the weir gate manufacturer.

Extension stem shall be either a solid stainless steel stem or stainless steel torque tube and shall be of adequate size to open the valve with a maximum angular twist of 6 degrees. Couplings shall be of bronze, drilled and pinned. The top of the extension stem shall have a 2" operating nut.

Stem guide shall be cast iron; bronze bushed stem guide attached to cast iron or galvanized steel wall bracket with stainless steel bolts, nuts and washers. The stem guide bracket shall be attached to the concrete walls with stainless steel expansion bolts. The inside diameter of stem guide shall be 1/4" greater than the extension stem diameter. The guide and bracket shall be adjustable in two directions. The range for adjustment in the direction perpendicular to the plane of the gate chamber wall shall be plus 4 inches and minus 4 inches of the field measured distance from the face of the wall to the centerline of the stem. The depth of the guide wall bracket shall be sufficient for attaching the bracket to the wall with a minimum of 4 stainless steel anchor bolts or expansion bolts as recommended by the manufacturer.

5.2.3 Painting

All ferrous parts of the weir gate and stem guide shall be shop painted with 2 coats of Series 141 Epoxoline 80, as manufactured by Tnemac, or approved equal. Coatings shall be approved for use in a potable water supply. Coatings shall be applied to a minimum dry film thickness of 5 mils per coat. The minimum total dry film thickness shall be 10 mils. Surface to be coated shall be prepared in accordance with the requirements of Steel Painting Council, Surface Preparation Standard SSPC-SP-10, near white metal blast.

5.3.4 Installation and Inspection of Weir Gate, Extension Stem and Appurtenances

The weir gate, extension stem, and stem guide shall be installed in accordance with the manufacturer's recommendations and instructions. If the Contractor is not, in the opinion of the Engineer, experienced in the installation of this type of equipment, he shall obtain and pay for the services of a qualified factory representative, who shall instruct the Contractor as to the proper procedures for installing the equipment.

At the completion of the installation, the Contractor shall arrange and pay for an inspection of the installation by a qualified factory representative prior to operating the gate. The Contractor shall be present during the inspection and shall provide assistance for making adjustments if required. The installation shall also be inspected with the lake full, and adjustments made as required.

5.3.5 Appurtenances

All anchor bolts, studs, nuts, set screws, and similar items shall be stainless steel.

5.4 Spillway Trash Rack and Vertical Bar Rack

5.4.1 Spillway Trash Rack and Vertical Bar Rack

The spillway trash rack and vertical bar rack shall be fabricated from schedule 40 ASTM 304L stainless steel pipe, plates and angles. After the concrete spillway structure is poured, field measurements shall be taken prior to fabrication of the spillway trash rack and vertical bar rack to assure proper fit. The spillway trash rack and vertical bar rack shall be connected to the spillway structure with stainless steel epoxy adhesive anchor bolts and pins as shown on the Contract Drawings.

5.5 Aluminum Grating and Supports

Aluminum grating shall be furnished and installed in the outlet structure where shown on the Contract Drawings. The bearing bars shall be serrated at the top surface and be designed to support a uniform load of not less than 300 pounds per square foot, with a maximum deflection of 1/150 of the span. The ends of bearing bars shall be tied together with a continuous bar. Angle supports cast into or bolted to the concrete shall be stainless steel. Grating shall be made in approved size panels to permit ease in handling.

Aluminum gratings shall be serrated grating Type BS-6 as manufactured by Harsco Industrial IKG, or approved equal.

5.6 Payment

The lump sum bid for Item 5, Miscellaneous Metal Work, shall include payment in full for all tools, labor, materials, and equipment necessary to furnish and install the weir gate assembly, spillway trash rack, vertical bar rack slide gate and appurtenances as shown on the Contract Drawings and specified herein.

Backfill

Item 6

6.1 Work Included

Under this Item the Contractor shall furnish all labor, tools, materials, and equipment necessary to backfill and compact the excavations for the spillway structure and grade the site, complete as shown and specified. Included under this Item are the backfilling of the spillway structure; including furnishing, transporting, placing, and compacting the materials; and constructing, maintaining, and removing temporary roadways for transporting backfill materials.

6.2 Backfill Materials

The earth for the backfill shall be furnished by the Contractor from approved outside sources or from excavations. Backfill material shall consist of clean earth, which does not contain vegetation or masses of roots, and shall be substantially free from loam or other organic matter. Material shall be readily compactable by mechanical means and shall upon compaction form a solid, stable, backfill. The backfill material shall not contain rocks larger than 3" in size. The backfill material shall be hardpan or glacial till such that 20-30% of the material passing a No. 4 sieve shall pass a No. 200 sieve. Samples of the proposed material, a sieve analysis and Standard Proctor test shall be submitted to the Engineer for approval. A 5 gallon sample of the approved material shall be kept on site.

6.3 Preparation of Surfaces Under Backfills

Prior to placing the backfill material, all mud, water, loose dirt and rock, and foreign material shall be removed, and depressions shall be thoroughly filled to the surface with suitable materials which shall be compacted in place in a satisfactory manner. The surface shall be compacted, as specified. No backfill material shall be placed until the foundation for that section has been dewatered and suitably prepared and has been approved by the Engineer.

6.4 Placing of Backfill

Backfill materials shall be transported in approved conveying units of such size and having such bearing tread areas that the ground shall not be unduly rutted by their passage. The backfill material shall be evenly and uniformly spread in horizontal layers for the entire length of the excavation as nearly as practicable to 3" in thickness. The surface shall be sloped to allow for drainage during construction.

Any stones greater than 3-inches in diameter and all roots and other perishable materials shall be removed prior to compacting. All transportation, placing and compacting operations shall be such as will produce a satisfactory mixture and gradation of material after it has been spread and compacted. No frozen material shall at any time be used in the backfill and no materials shall be placed on the surfaces that are frozen or loosened by freezing. Dumping, spreading, and compacting shall be carried out systematically so as not to interfere with each other. Portions of backfill which are too near concrete structures or the outlet pipe, or for other reasons cannot be properly compacted with rolling equipment shall be thoroughly compacted in 3" layers by mechanical tampers.

Backfill shall be compacted to 95% of Standard Proctor maximum dry density at a moisture content close to the optimum moisture content determined by the standard procedure of ASTM D 698, latest revision. The Engineer's specific requirements as to selection of materials, water content, and degree of compaction necessary will be varied as necessary to obtain an impervious backfill of the required dry weight and stability.

6.5 Moisture Control

The moisture content of materials in the backfill shall be controlled to meet the above requirements. When necessary, moisture shall be added by use of approved sprinkling equipment. Water shall be added uniformly and each layer shall be thoroughly disked or harrowed to provide proper mixing. Any layer found too wet for proper compaction shall be allowed to dry before compacting. Placing or compacting of material on earth fills will not be permitted during or immediately after rainfalls that increase the moisture content beyond the limit of satisfactory compaction. The earth fill shall be brought up uniformly and its top shall be kept graded and sloped so that a minimum of rainwater will be retained thereon. Compacted earth fill damaged by washing shall be acceptably replaced by the Contractor.

6.6 Compaction

Approved vibratory pad foot rollers or other suitable tamping rollers shall be used for compacting all parts of the backfill that they can effectively reach. The Contractor shall demonstrate the effectiveness of the compaction equipment and methods by actual soil compaction results of the soil to be used in the backfill with laboratory work performed by an approved soil testing laboratory. Smooth drum vibratory rollers will not be acceptable.

The cost of all testing shall be borne by the Contractor. The testing laboratory shall submit certified copies of the test results, signed and sealed by a registered Professional Engineer, in duplicate directly to the Engineer and the Contractor with 24 hours after tests are made.

6.7 Finishing Backfill

The backfill shall be placed to the elevations, lines, grades, and cross sections as shown on the Contract Drawings. The backfill shall be maintained in a manner satisfactory to the Engineer and surfaces shall be compacted and accurately graded before topsoil is placed. The Contractor shall check the backfill slopes to insure that they conform to the slopes shown on the Contract Drawings.

6.8 Roadways

The Contractor shall either use existing Town roads or construct temporary haul roads as required to transport backfill materials to the dam. The Contractor shall be responsible for maintaining and repairing the haul roads during the course of the project. The Contractor shall make repairs as required and leave the existing roads in as good or better condition than they were prior to construction. The Contractor shall control dust as directed by the Engineer for the duration of the project. Temporary haul roads shall be removed and the areas restored to the satisfaction of the Engineer.

The costs for constructing, maintaining, and removing temporary haul roads and for maintaining and repairing existing Town roads shall be included in the lump sum price bid under this Item.

6.9 Payment

The lump sum bid under this Item 6, Backfill, shall include payment in full for all labor, tools, materials, and equipment necessary to do all backfill work, complete as shown and specified. Included under this Item are compaction testing and the maintenance of existing roads, and construction, maintenance, and removal of temporary haul roads.

Excavation and Disposal of Unsuitable Material

Item 7

7.1 Work Included

Under this Item, the Contractor shall excavate and dispose of organic material or other unsuitable material found in foundations for concrete structures, as determined by the Engineer.

Furnishing and placing concrete refill is paid for under Item 4B.

7.2 Unsuitable Material

Material from excavations that contain organic material, or other material deemed unsuitable by the Engineer, shall be disposed of offsite in an approved location and manner.

7.3 Measurement and Payment

The unit price bid per cubic yard for Item 7, Excavation and Disposal of Unsuitable Material, shall be measured in place as the actual number of cubic yards of material deemed unsuitable by the Engineer, removed and disposed of offsite.

The unit price bid per cubic yard for Item 7, Excavation and Disposal of Unsuitable Material, shall include payment in full all labor, tools, materials, and equipment to excavate, load, haul, and dispose of unsuitable material.

Aluminum Railing

Item 8

8.0 Work Included

Under Item 8, the Contractor shall furnish all labor, tools, materials and equipment necessary to furnish and install aluminum railings at the spillway structure. The Contractor shall provide temporary railings or fall prevention equipment for the use of his men during construction.

8.1 Aluminum Railing

Posts and top rails shall be fabricated from 2-inch Schedule 80 aluminum pipe with a 2-3/8 inch outside diameter and a weight of 2.65 lbs/ft. The intermediate rails shall be fabricated from 1-1/2-inch Schedule 40 aluminum pipe with a 1.90 inch outside diameter and a weight of 0.94 lbs/ft. All pipe joints shall be notched and fully welded 360°. All welding shall be in accordance with the American Welding Society.

The railing shall have top rail 48-inches, and middle rails 13 and 27-inches above the concrete surface. Posts shall be evenly spaced in the line of the railing no further apart than 8 feet on center.

Posts shall be anchored to the face of the spillway structure with aluminum mounting plates and stainless steel expansion bolts as shown on the Contract Drawings. The Contractor shall field measure to verify all dimensions prior to fabrication. The mounted handrail shall be capable of withstanding a minimum of 200 pounds applied in any direction at any point of the handrail.

The manufacturer shall guarantee that the railings, when installed according to his recommendation, meet all requirements of the latest revision of OSHA and applicable building codes.

8.3 Payment

The lump sum bid for Item 8, Aluminum Railing, shall include all labor, tools, materials, and equipment required to furnish and install the aluminum steel railings, complete as shown and specified.