

**Questions And Responses
Regarding Somers Wetland Restoration Project**

1. Is the time frame for the project September 1, 2008 through October 31, 2008?
A: Yes
2. What is the quantity of deer fence required? Is it per plan or per engineer?
A: *Length of fencing will be approximately 2,200 linear feet, subject to minor deviations where actual routing in the field may vary for attachment to existing trees, etc.*
3. Would 1.75" x 1.75" deer fence mesh be acceptable? (Suppliers have suggested that this is the smallest mesh available for deer fence. A .75" x .75" mesh is only available in bird netting and it is not strong enough to withstand the deer.)
A: Yes
4. Does the selected bidder have to return to remove the deer fence at the end of three years?
A: *No. Removal of the fence will not be required per this contract.*
5. Is there a cost associated with the Right of Entry permit from railroad?
A: *Bidders should assume no cost for Right of Entry permit. Lump sum price bid shall include cost for required insurance.*
6. Will there be any leniency in the size requirements for the plants?

Shrubs: A supplier has recommended smaller sizes (approximately 24") for the shrubs because shrubs of the recommended size (3' – 4') may take 2 years for the roots to set in. In that two year time period, these shrubs could have minimal to no growth with a lower survival rate, especially when there is no irrigation. When planting a 2' shrub, the roots take faster and the plant may grow taller and faster with a higher survival rate than a 3' – 4' shrub planted at the same time.
A: No

Trees: Due to the late planting period (Fall 08'), quantity of trees required, and variable growing rates, several of the trees may grow taller than the 4-6' size requirement. Is it acceptable to have trees taller than 6'?
A: Yes.
7. What size Meadow Sweet is required under the plan?
A: *18 to 24 inches.*
8. Will a list be provided of the bidders that attended the walk through?
A: *Yes. See download file "Somers_PreBid_Signin.pdf".*
9. The contact number provided for Buckeye Pipe (484) 232-4545 is a fax number. Can you please provide the proper phone number?
A: *(484) 232-4000*

The undersigned confirms receipt of Addendum #1

[illegible]

Addendum #1

Wetland Reforestation Project Somers Connecticut

The Official State Contact is:

Kimberly Hart
Policy Development Director
Office of Policy and Management
Adriaen's Landing/Rentschler Field Project Office
100 Columbus Blvd., Suite 501
Hartford, CT 06103-2819

e-mail: Kim.hart@ct.gov

Invitation to Bid
General Conditions, Supplemental General Conditions
Project Specifications

SOMERS WETLAND REFORESTATION PROJECT

SOMERS, CONNECTICUT

PROJECT NUMBER: MMI 3097-01-21

Key Dates:

July 16, 2008 - Mandatory Pre-Bid Meeting

July 18, 2008 -- Questions / Requests for Clarification Due

July 21, 2008 -- Responses to Questions / Requests for Clarification Posted

July 24, 2008 -- Invitation To Bid Submissions Due

A Public Solicitation Made by the
State of Connecticut, Office of Policy and Management

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INVITATION TO BID (ITB)
BY
THE STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT

Somers Wetland Reforestation Project

NOTIFICATION TO BIDDERS

This Invitation To Bid on the Somers Wetland Reforestation Project includes Appendices I through 17, inclusive. The Invitation to Bid, including plans and specifications may be purchased (non-refundable) from:

Joseph Merritt and Company
650 Franklin Avenue
Hartford, CT 06114
Phone: (860) 296-2500
Fax: (860) 296-0414
Toll Free: (800) 344-4477.

and are also available for downloading at
http://www.ct.gov/opm/cwp/view.asp?a=3006&Q=383284&opmNav_GID=1386&opmNav=1

A **mandatory pre-bid meeting** will be held on July 16, 2008 at 10:00 a.m. Representatives of the Office of Policy and Management (OPM) and the design team will meet prospective bidders at the intersection of Shaker Road and North Central Railroad for the purpose of conducting a site inspection at the wetland reforestation site.

Bidders should note that the State of Connecticut Labor Department prevailing wage rates will apply to this project (Section 32 of Connecticut General Statutes)

Please review this document carefully and return periodically to the OPM website at http://www.ct.gov/opm/cwp/view.asp?a=3006&Q=383284&opmNav_GID=1386&opmNav=1 for updates and announcements regarding this solicitation.

OBJECTIVE

OPM is seeking to hire a firm for the development of a five-acre woody wetland vegetation area in Somers, Connecticut, as depicted on the accompanying plans.

Eligible bidders will be those companies that have demonstrated in their submitted bid documents:

- adequate financial resources or the ability to secure such resources to satisfactorily complete the project;
- adequate experience, organization, technical qualifications, and has, or can acquire, the necessary equipment to perform the project;
- an ability to comply with the required performance schedule or completion date, taking into account all existing commitments; and
- a satisfactory record of performance, integrity, judgment and skills.

SUBMISSION DEADLINE

The due date for submissions is 2 p.m. on July 24, 2008. Submissions must be received in the required packaging and labeling at the Office of Policy and Management, 100 Columbus Blvd. (Connecticut Convention

Center), Suite 501, Hartford, CT 06103-2819 (ATTN: Peg Bray) not later than the deadline. Late submissions will not be accepted. The State shall not be responsible for misdirected or lost submissions.

No additions or changes to the original submission will be allowed after submittal. The State reserves the right, at its sole and absolute discretion, to request clarification or amplification of any information submitted under the ITB process. The State, at its sole and absolute discretion, may allow bidders the opportunity to submit any missing information. Any costs or expenses associated with such requests shall be the sole responsibility of the bidder.

ITB PROCEDURES

- A. **Official State Contact.** The State contact person for the purposes of this ITB is:

Peg Bray
Office of Policy and Management
100 Columbus Blvd., Suite 501
Hartford, Connecticut 06103-2819
Telephone: (860) 493-2935
Fax: (860) 251-8143
Email: peg.bray@ct.gov (preferred method of contact)

All communications with the State regarding this ITB must be directed to the Official State Contact.

- B. **Bidder's Authorized Representative.** Bidders must designate an authorized representative and provide his/her name, title, address, telephone and fax numbers, email address and normal working hours. This information must be submitted to the Official State Contact.
- C. **Communications Notice.** All communications with the State or any person representing the State concerning this ITB are strictly prohibited, except as permitted by this ITB. Any violation of this prohibition by bidders or their representatives may result in disqualification or other sanctions, or both.
- D. **Inquiry Procedures.** All questions regarding this ITB and submission requirements must be directed, in writing (e-mail preferred), to the Official State Contact by 3:00 p.m. on July 18, 2008, bidders are required to limit their contact regarding this ITB to the person named herein. On July 21, 2008, written responses to all questions received will be posted to the Office of Policy and Management (OPM) website at http://www.ct.gov/opm/cwp/view.asp?a=3006&Q=383284&opmNav_GID=1386&opmNav=

Any amendments to this ITB will also be posted on the OPM website and potential bidders are advised to periodically check the site.

- E. **Packaging and Labeling Requirements.** All submissions must be delivered in sealed envelopes or packages. All submissions must be addressed to the Official State Contact. The name and address of the bidder must appear in the upper left hand corner of the envelope or package. The Project # must appear on the envelope. An original (clearly identified as such) and three (3) copies of the submission must be delivered. The submission must be signed by the bidder. Unsigned submissions shall be rejected. Submissions transmitted by facsimile may not be accepted or reviewed.
- F. **Submissions Due.** An original and three (3) copies must be received no later than 2:00 p.m. on July 24, 2008
- G. **Minimum Submission Requirements.** At a minimum, submissions must (1) be submitted before the deadline, (2) satisfy the packaging and labeling requirements, (3) follow the required format, (4) be complete, (5) include all required forms, and (6) be duly executed. Submissions that fail to meet these minimum submission requirements may be disqualified and not reviewed further.

- H. **Timeline.** The following timeline, up to and including the deadline for offering submissions, shall be changed only by amendment to this ITB. Dates after the submittal deadline are target dates only. Bidders should periodically check the OPM website http://www.ct.gov/opm/cwp/view.asp?a=3006&Q=383284&opmNav_GID=1386&opmNav= for any changes to this schedule.

July 9, 2008	ITB Released
July 16, 2008	Mandatory Pre-Bid Meeting – 10:00
July 18 2008	Deadline for Submittal of Questions and Requests for Clarifications
July 21, 2008	Written Answers to Questions Posted on the website
July 24, 2008	Submissions Due by 2:00 p.m.
July 28, 2008	Notification to Bidders

ITB CONDITIONS

All bidders must be willing to adhere to the following conditions and the General Conditions, and Supplementary General Conditions included as Appendices XIV and XV, respectively, and must positively state this in the submission by completing the **OPM Vendor Profile Sheet** (Appendix 5) (OPM-A-15, MAR-07).

- A. The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
- B. All submissions in response to this ITB are to be the sole property of the State. Bidders are encouraged **NOT** to include in their submissions any information that is proprietary. All materials associated with this procurement process are subject to the terms of State laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws. The Connecticut Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption. An example of an exemption is a "trade secret," as defined by Connecticut General Statutes Section 1-210(b)(5)(A). Confidential information must be separated and isolated from other material in the submission and labeled **CONFIDENTIAL** and enclosed in a separate envelope.

If the bidder indicates that certain documentation, as required by this ITB, is submitted in confidence, by specifically and clearly marking said documentation as **CONFIDENTIAL**, OPM will endeavor to keep said information confidential to the extent permitted by law. OPM, 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 pursuant to a FOIA request. As set forth below, the bidder has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall OPM or any of its staff have any liability for disclosure of documents or information in the possession of OPM which OPM or such staff believes to be required pursuant to the FOIA or other requirements of law.

IMPORTANT NOTE: If the information is not readily available to the public from other sources and the bidder submitting the information requests confidentiality, then the information generally is considered to be "given in confidence." A convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 1-210(b) of the Connecticut General Statutes shall be prepared by the bidder and shall accompany the submission. The rationales and explanation shall be simply stated in terms of the prospective harm to the competitive position of the bidder that would result if the identified information were to be released, and you shall state the reasons why you believe the materials are legally exempt from release pursuant to Section 1-210(b) of the Connecticut General Statutes.

- C. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the ITB is to be the sole property of the State.
- D. Timing and sequence of events resulting from this ITB will ultimately be determined by the State.

- G. The State may amend or cancel this ITB or modify the schedule, prior to the due date and time, if the State deems it to be necessary, appropriate or otherwise in the best interests of the State. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a firm's submission not being considered.
- H. The State retains the right to choose more than one bidder to enter into a process of competitive negotiation. It further reserves the right to reject any and all submissions from any or all bidders and to republish the ITB.
- I. Any costs and expenses incurred by bidders in preparing or submitting submissions are the sole responsibility of the bidder.
- J. A bidder must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the submission.
- K. No additions or changes to the original submission will be allowed after submission. While changes are not permitted, clarification of submissions may be required by the State at the bidder's sole cost and expense.
- L. Bidders may be asked to give demonstrations, interviews, presentations or further explanation to the ITB Selection Committee.
- M. The bidder represents and warrants that the submission is not made in connection with any other bidder and is in all respects fair and without collusion or fraud. The bidder further represents and warrants that they did not participate in any part of the ITB development process, had no knowledge of the specific contents of the ITB prior to its issuance, and that no agent, representative or employee of the State participated directly in the bidder's submission preparation.
- N. All responses to the ITB must conform to this instruction. Failure to include any required signatures, provide the required number of copies, meet deadlines, answer all questions, follow the required format, or failure to comply with any other requirements of this ITB may be considered appropriate cause for rejection of the response.
- O. The bidder accepts the State's Standard Contract Language. A copy of such language accompanies this ITB (Appendix 12).
- P. This ITB is not an offer and neither this ITB nor any subsequent discussions shall give rise to any commitment on the part of the State or confer any rights on any bidder unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the bidder and the State and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for payment of services under the terms of the contract until the successful bidder is notified that the contract has been accepted and approved by the State. The contract may be amended only by means of a written instrument signed by the State and the bidder.
- Q. Pursuant to Connecticut General Statutes § 4a-81, bids or submissions for state contracts with a value of \$50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, shall include a **Consulting Agreement Affidavit** attesting to whether any consulting agreement has been entered into in connection with the bid or submission. Such affidavit shall be required if any duties of the consultant included communications concerning business of such State agency, whether or not direct contact with a State agency, State or public official or State employee was expected or made. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of Connecticut General Statutes § 4a-81.

- R. Pursuant to Connecticut General Statutes § 1-101qq, bids or submissions for a large state construction or procurement contract shall include an **Affirmation of Receipt of Summary of State Ethics Laws** affirming that the key employees of such bidder have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. "Large state construction or procurement contract" means any contract, having a cost of more than five hundred thousand dollars, for (A) the remodeling, alteration, repair or enlargement of any real asset, (B) the construction, alteration, reconstruction, improvement, relocation, widening or changing of the grade of a section of a state highway or a bridge, (C) the purchase or lease of supplies, materials or equipment, as defined in Section 4a-50 of the Connecticut General Statutes, or (D) the construction, reconstruction, alteration, remodeling, repair or demolition of any public building. Furthermore, pursuant to Pursuant to Connecticut General Statutes § 1-101qq, the bidder shall incorporate and include the Summary in all contracts with any subcontractor or consultant working or assisting the Contractor with the large state construction or procurement contract. The bidder shall require in said contracts that the key employees of any subcontractor or consultant affirm that they have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. The bidder shall supply such affirmations to OPM promptly.
- S. With regard to a State contract 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 submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. (See Appendix 12)

REQUIRED FORMAT FOR SUBMISSIONS

All submissions must follow the required format and address all requirements listed below, in the prescribed order. Failure to follow the required format may result in disqualification of a submission.

1. A fully completed, signed original of the attached **Bid Proposal Form** (Appendix 1) must be included. The Proposal Form must be affixed with the bidder's corporate seal.
2. A fully completed, signed original of the attached **Statement of Bidder's Qualifications** (Appendix 2) must be included. The Statement of Bidder's Qualifications form must be notarized
3. A fully completed **Bidder's Intended Supplier** (Appendix 3) form must be included.
4. Please complete the following forms and include any other requested documentation that may pertain to your legal status. Unfortunately, the forms are redundant in certain areas, however, each form satisfies a solicitation/contracting requirement of the State, and the redundancy cannot be avoided at this time.
 - a. **OPM Vendor Profile Form Sheet** (Appendix 4) (OPM-A-15, MAR-07)
 - b. **Agency Vendor Form** (SP-26NB) (Appendix 5)
 - c. **Taxpayer Identification Number and Certification Form** (W-9) (Appendix 6)
 - d. Contract Compliance Package
 - **Notification to Bidders Form** (Appendix 7)
 - **Bidder Contract Compliance Monitoring Report** (Appendix 8)
5. Include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest as defined by Connecticut General Statutes Section 1-85 (see Appendix 9).
6. **Consulting Agreement Affidavit** (Form 5) (see Appendix 10) attesting to whether any consulting agreement has been entered into in connection with the bid or submission; and
7. **The State Ethics Affirmation** (Form 6A) (see Appendix 11)- An Acknowledgement affirming (1) receipt of the summary of State ethics laws (2) that key employees of such Contractor have read and understand the summary and (3) that Contractor agrees to comply with the provisions of State ethics laws.

8. Provide any additional information which the bidder wishes to bring to the attention of the State that is relevant to this ITB.

EVALUATION OF SUBMISSIONS

Only bids meeting the Minimum Submission Requirements will be considered.

The contract award will be made on the basis of the lowest qualified responsive Total Bid Price, provided sufficient funds are available.

Eligible bidders will be those companies that have demonstrated in their submitted bid documents:

- adequate financial resources or the ability to secure such resources to satisfactory complete the project;
- adequate experience, organization, technical qualifications, and has, or can acquire, the necessary equipment to perform the project;
- an ability to comply with the required performance schedule or completion date, taking into account all existing commitments; and
- a satisfactory record of performance, integrity, ability and skills (Section 4b-92 and 4b-94 Connecticut General Statutes).

In the event of any discrepancy on the Proposal Form between the amount written in words and the amount written in numerical figures, the amount written in words shall be controlling.

RIGHTS RESERVED TO THE STATE

The State reserves the right to award in part, to reject any and all submittals in whole or in part for misrepresentation or if the bidder is in default of any prior State contract, or if the bid or submission limits or modifies any of the terms and conditions and/or specifications of the ITB. The State also reserves the right to waive technical defect, irregularities and omissions if, in its judgment, the best interest of the State would be served.

The State reserves the right to correct inaccurate awards resulting from clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a bidder and subsequently awarding the contract to another bidder. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial bidder is deemed to be void ab initio and of no effect as if no contract ever existed between the State and the bidder.

**Appendix 1
BID PROPOSAL FORM**

Project Number: MMI 3097-01-21
Somers Wetland Reforestation Project

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT

Date _____

PROPOSAL OF _____
(Bidder's Name)

(Bidder's Address)

State of Connecticut
Office of Policy Management
Adriaen's Landing/Rentschler Field Project Office
100 Columbus Boulevard, Suite 501
Hartford, Connecticut 06103-2819

Dear Sir/Madam:

Pursuant to, and in compliance with your Invitation to Bid for the Somers Wetland Reforestation Project, (I/we) propose to furnish the labor and/or materials for the above-named project, to the extent of the 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 (Appendix 12), including Specifications and/or Drawings (Appendix 14, 15 and 17) 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 below.

The Total Bid Price below includes all work indicated on the drawings and/or described in the specifications, as may have been amended or clarified prior to this date of submission.

(I/We) will complete the work of this project for the Total Bid Price, as may be adjusted for approved additions to the work as listed below.

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

The undersigned proposes to furnish all labor and materials required to complete the subject project in accordance with Plans and Specifications prepared by Milone & MacBroom, Inc. and subject to and in compliance with the foregoing and following conditions and information. Specifically, the Bidder acknowledges that no separate payment will be made for the individual items of work comprising the total work described on the plans, in these specifications and at the lump sum amount bid. Only those unit price items for approved additions to the work as are listed below, will be measured for payment.

This Bid is as follows:

Total Bid Price: \$ _____ (Lump Sum)
In Dollars & Cents

\$ _____
In Words

The following unit prices shall apply to Additions to the work as approved by OPM. All additional work shall be complete and in-place including but not limited to furnishing plant material, planting, fertilizer, mulch, layout and stakeout. Should additional plantings be required/approved, payment will be made only at the unit price bid per each plant type – there will be no additional payment. Additional plantings will be provided at the following unit prices:

UNIT PRICE IN WORDS	UNIT PRICE
Acer rubrum 4-6' Height _____ _____ per EA	_____
Betula populifolia 4-6' Height _____ _____ per EA	_____
Quercus palustris 4-6' Height _____ _____ per EA	_____
Platanus occidentalis 4-6' Height _____ _____ per EA	_____
Fraxinus pennsylvanica 4-6' Height _____ _____ per EA	_____
Acer saccharinum 4-6' Height _____ _____ per EA	_____

<p>Betula nigra 4-6' Height</p> <p>_____</p> <p>per EA</p>	<p>_____</p>
<p>Quercus bicolor 4-6' Height</p> <p>_____</p> <p>_____</p> <p>per EA</p>	<p>_____</p>
<p>Vaccinium corymbosum 3-4' Height</p> <p>_____</p> <p>_____</p> <p>per EA</p>	<p>_____</p>
<p>Rhododendron viscosum 3-4' Height</p> <p>_____</p> <p>_____</p> <p>per EA</p>	<p>_____</p>
<p>Viburnum dentatum 3-4' Height</p> <p>_____</p> <p>_____</p> <p>per EA</p>	<p>_____</p>
<p>Cornus amomum 3-4' Height</p> <p>_____</p> <p>_____</p> <p>per EA</p>	<p>_____</p>
<p>Meadowsweet 3-4' Height</p> <p>_____</p> <p>_____</p> <p>per EA</p>	<p>_____</p>

(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; and that this proposal is made in good faith

without collusion or connection with any other person bidding for the Plans and Specifications prepared for this Contract.

(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 representation of any employee, officer or agent of the State.

Signed this _____ day of _____, 2008

Project: Somers Wetland Reforestation Plan

Firm Name: _____

(Address)

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

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

(Corp. Seal)

To Be filled in and
Signed by the Bidder

Appendix 2
STATEMENT OF BIDDER'S QUALIFICATIONS

Somers Wetland Reforestation

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT

Bidder's name _____

Bidder's address _____

When organized? _____

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

Credit available for this Contract _____

Contracts now in hand (gross amount) _____

Personnel who will be assigned to manage this project: (attach resumes) _____

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

Have you ever defaulted on a contract? _____

References: List below three similar projects, completed by your firm as the principal contractor, that involve similar planting techniques and plans, including herbivory protection measures.

(1) Project: _____

Owner: _____

Contract Amount: _____ Year Built: _____

Owner Contact Person & Phone No: _____

(2) Project: _____

Owner: _____

Contract Amount: _____ Year Built: _____

Owner Contact Person & Phone No: _____

(3) Project: _____

Owner: _____

Contract Amount: _____ Year Built: _____

Owner Contact Person & Phone No: _____

Any other information you think we should know about that is relevant to this bid: _____

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

By _____ Date _____

STATE OF _____)

COUNTY OF _____)

ss _____

The foregoing instrument was acknowledged before me this _____ day of _____, 200____.

NOTARY PUBLIC

My Commission Expires:

Appendix 3
BIDDER'S INTENDED SUPPLIER

Bidder's Name _____

Supplier(s) for Plant Materials:

Name of Intended Supplier _____

Address _____

Phone: _____

Name of Intended Supplier _____

Address _____

Phone: _____

Name of Intended Supplier _____

Address _____

Phone: _____

The State reserves the right to reject any supplier deemed not qualified to perform the work.

APPENDIX 4

OPM VENDOR/BIDDER PROFILE SHEET (FORM OPM-A-15, MAR-07)

Subject of RFP/ITB Somers Wetland Reforestation	Submission Due July 28, 2008	Division Adriaen's Landing/Rentschler Field	Date Issued July 11, 2008
Complete Vendor/Bidder Name		Federal Employer Id Number/SSN	
Vendor/Bidder Address			
Contact Person's Name		Telephone Number(s)	

AFFIRMATION OF VENDOR/BIDDER

The undersigned Vendor/Bidder affirms and declares:

- 1) That this proposal is executed and signed by said Vendor/Bidder with full knowledge and acceptance of the conditions as stated in the CONDITIONS Section of the ITB and the General Conditions and Supplemental General Conditions contained as Appendix 13 and 14, respectively.

☐ YES ☐ NO

- 2) That the services shall be delivered to the agency at the prices proposed therein and within the timeframes as delineated in the ITB.

☐ YES ☐ NO

- 3) That neither the Vendor/Bidder and/or any company official nor any subcontractor to the Vendor/Bidder and/or any subcontractor company official has received any notices of debarment and/or suspension from contracting with the State of Connecticut or the Federal Government.

☐ YES ☐ NO

- 4) That neither the Vendor/Bidder and/or any company official nor any subcontractor to the Vendor/Bidder and/or any subcontractor company official has received any notices of debarment and/or suspension from contracting with other states within the United States.

☐ YES ☐ NO

ACKNOWLEDGEMENT OF VENDOR/BIDDER

With regard to a State contract as defined in Public Act 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 undersigned expressly acknowledges:

Receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions.

☐ YES ☐ NO

Written Signature of Person Authorized to Bind the Vendor/Bidder Contractually	Date
Type or Print Name of Authorized Signator	Title of Signator

IF VENDOR/BIDDER IS A CORPORATION

What is the authority of signator to bind the Vendor/Bidder contractually?

☐ Corporate Resolution ☐ Corporate By Laws ☐ Other **(Please provide a copy.)**

Is your business income reportable to the IRS? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you a minority owned business?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Women Owned <input type="checkbox"/> Black <input type="checkbox"/> Hispanic
	<input type="checkbox"/> Black & Hispanic <input type="checkbox"/> Aleutian & Eskimo
	<input type="checkbox"/> American Indian <input type="checkbox"/> Asian

IMPORTANT ALL parts of this form must be completed, signed and returned by the vendor.
READ & COMPLETE CAREFULLY

APPENDIX 6

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

APPENDIX 7 AND APPENDIX 8

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.

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)

White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.

Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander- 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.

American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes ___ No ___ -Bidder is a minority business enterprise Yes ___ No ___ (If yes, check ownership category) Black ___ Hispanic ___ Asian American ___ American Indian/Alaskan Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___ Female ___
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes ___ No ___
Other Locations in Ct. (If any)	- DAS Certification Number _____

PART II - Bidder Nondiscrimination Policies and Procedures

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

Part III - Bidder Subcontracting Practices

(Page 4)

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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Appendix 9

Conflict of Interest Statute

CT General Statutes - Sec. 1-85. (Formerly Sec. 1-68). Interest in conflict with discharge of duties. A public official, including an elected state official, or state employee has an interest which is in substantial conflict with the proper discharge of his duties or employment in the public interest and of his responsibilities as prescribed in the laws of this state, if he has reason to believe or expect that he, his spouse, a dependent child, or a business with which he is associated will derive a direct monetary gain or suffer a direct monetary loss, as the case may be, by reason of his official activity. A public official, including an elected state official, or state employee does not have an interest which is in substantial conflict with the proper discharge of his duties in the public interest and of his responsibilities as prescribed by the laws of this state, if any benefit or detriment accrues to him, his spouse, a dependent child, or a business with which he, his spouse or such dependent child is associated as a member of a profession, occupation or group to no greater extent than any other member of such profession, occupation or group. A public official, including an elected state official or state employee who has a substantial conflict may not take official action on the matter.

(1971, P.A. 822, S. 3; P.A. 77-600, S. 7, 15; P.A. 84-546, S. 142, 173; P.A. 89-97, S. 5, 7.)

History: P.A. 77-600 changed "person subject to this chapter" to "public official or state employee"; in 1979 Sec. 1-68 transferred to Sec. 1-85; P.A. 84-546 made technical change; P.A. 89-97 amended section to specify applicability to elected state officials, state employees, their spouses and dependent children and businesses with which they are associated and to prohibit an official or employee who has substantial conflict from taking official action on the matter.

Cited. 229 C. 479, 494.

Appendix 10



STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract 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)

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 vendor 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 vendor 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 the contractor enters into any new consulting agreement(s) during the term of the State contract.

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

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), 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 Vendor

Signature of Chief Official or Individual

Date

Agency

Printed Name (of above)

Awarding State

Sworn and subscribed before me on this _____ day of _____, 200__.

Commissioner of the Superior Court or Notary Public

Appendix 11
Form 6A
STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

This form is **MANDATORY** and must be completed, signed, and returned before the Contractor's bid can be considered by the State. **NO STATE AGENCY SHALL ACCEPT A BID FOR A LARGE STATE CONSTRUCTION OR PROCUREMENT CONTRACT WITHOUT SUCH AFFIRMATION.**

AFFIRMATION OF RECEIPT OF SUMMARY OF STATE ETHICS LAWS
(Bid or Proposal)

INSTRUCTION: Contractor must sign the affirmation below, and return this form to the awarding State agency.

The undersigned duly authorized representative of the bidding Contractor affirms (1) receipt of the summary of State ethics laws available at http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf, (2) that key employees of such Contractor have read and understand the summary and (3) that Contractor agrees to comply with the provisions of State ethics laws.

(Please print name under signature line.)

Signature

Title

Date

On behalf of:

Contractor Name

Street Address

City

State

Zip

Federal Employer Identification Number
(FEIN/SSN)

This form is **MANDATORY** and must be completed, signed, and returned to the awarding State agency pursuant to Conn. Gen. Stat. § 1-101qq.
Revised 4/4/07

APPENDIX 12 CONTRACT STANDARD LANGUAGE

ATTACHMENT A

SECTION 1

This Agreement (hereinafter referred to as "Agreement") is entered into between the State of Connecticut (hereinafter "State") acting through the Office of Policy and Management (hereinafter "OPM") pursuant to Connecticut General Statutes §§ 4-8, 4-65a and 4-66, and, xxxxxxxx a xxxxxxxx having its principal offices at xxxxx (hereinafter "Contractor"). The parties agree that the services specified below shall be provided by Contractor in strict compliance with the provisions of this Agreement.

SECTION 2 CONTRACT PERIOD AND DEFINITIONS

This Agreement shall commence on xxxxxx and the duties of the Contractor as set forth in Section 4 of this Agreement shall be completed by the Contractor no later than xxxxx (hereinafter "end date").

Whenever the following terms or phrases are used in this Agreement, they shall have the following meaning unless the context clearly requires otherwise:

State - Wherever the term 'State' is used in this Agreement, it shall include the Secretary of OPM, or his authorized agents, employees or designees.

SECTION 3 NOTICE OF CHANGE AND CANCELLATION

This Agreement may be canceled at will by either party upon xxxx days written notice delivered by certified or registered mail. Unless otherwise expressly provided to the contrary, any other notice provided under this Agreement shall be in writing and may be delivered personally or by certified or registered mail. All notices shall be effective if delivered personally, or by certified or registered mail, to the following addresses:

State: State of Connecticut
 Office of Policy and Management
 450 Capitol Ave. - MS#
 Hartford, CT 06106-1379
 Attention:

Contractor:

Any request for written notice under this Agreement shall be made in the manner set forth in this section. The parties may change their respective addresses for notices under this paragraph upon prior written notification to the other.

SECTION 4 SPECIFICATION OF SERVICES

Contractor shall comply with and abide by all requirements, duties, responsibilities and obligations in accordance with the General Conditions to the contract, Appendix 13 to the Invitation to Bid for Project 3091-01-21 and Supplementary General Conditions, Appendix 14, to the Invitation to Bid for Project 3091-01-21. Copies of Appendix 13 and Appendix 14 are specifically incorporated and made part of this contract.

Planting of Woody Wetland Vegetation in Somers, Connecticut in accordance with the Technical Specifications included as Appendix 15 to the Invitation to Bid for Project 3091-01-21. Appendix 15 is specifically incorporated and made a part of this contract.

Provide Herbivore Protection for Woody Wetland Vegetation in Somers, Connecticut in accordance with the Technical Specifications included as Appendix 15 to the Invitation to Bid for Project 3091-01-21.

Completing Site Restoration for the Somers Connecticut location, in accordance with the Technical Specifications included as Appendix 15 to the Invitation to Bid for Project 3091-01-21.

SECTION 5 COST AND SCHEDULE OF PAYMENTS

The State shall pay the Contractor a total sum not to exceed _____ for services performed under this Agreement.

The Contractor shall be compensated for fees based upon work performed, documented, and accepted by the State.

The Contractor shall submit invoices on a periodic basis, not less often than monthly. Invoices shall, at a minimum, include the Contractor name, the Contract Number, the Contractor's Federal Employer Identification Number, the billing period, and an itemization of expenses by line item.

Invoices for deliverables shall include an identification of the deliverable; if printed material, a copy of the deliverable; and the date that the deliverable was provided to the State.

Invoices for services billed by the hour shall include the name and title of the individual providing the services, the dates worked, the number of hours worked each day with a brief synopsis of the work performed, the rate being charged for the individual, and the total cost for that person's work during the billing period.

Invoices for expenses, if allowed, shall include a detailed account of expenses specifying the day when and purpose for which they were incurred as well as all receipts, invoices, bills and other available documentation or if no documentation is available, a detailed accounting of the computation used to determine the reimbursable cost, as evidence of the actual cost of such expenses. Such expenses may include, but are not limited to: mileage at current State approved reimbursement rate; costs of travel including coach airfare and hotels; and office expenses such as, phone calls, copying, postage and package delivery incurred in connection with the service pertaining to this Agreement. All expenses will be reimbursed at cost.

The State shall assume no liability for payment for services under the terms of this Agreement until the Contractor is notified that the Agreement has been accepted by the contracting agency, and if applicable, approved by OPM, the Department of Administrative Services and/or by the Attorney General of the State.

SECTION 6 OTHER CONDITIONS

A. Entire Agreement

This Agreement embodies the entire agreement between the State and Contractor on the matters specifically addressed herein. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. This Agreement shall supersede all prior written agreements between the parties and their predecessors. No changes, amendments, or modifications of any of the terms or conditions of the Agreement shall be valid unless reduced to writing, signed by both parties, and approved by the Attorney General or his Deputy. This Agreement shall inure to the benefit of each party's heirs, successors, and assigns.

B. Changes in Service

See Article 19 of Appendix 13.

C. Independent Contractor

Contractor represents that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such services. Contractor shall act as an independent Contractor in performing this Agreement, maintaining complete control over its employees and all of its subcontractors. Contractor shall furnish fully qualified personnel to perform the services under this Agreement. Contractor shall perform all services in accordance with its methods, subject to compliance with this Agreement and all applicable laws and regulations. It is acknowledged that services rendered by the Contractor to the State hereunder do not in any way conflict with other contractual commitments with or by the Contractor.

If applicable, Contractor shall deliver copies of any and all current license(s) and registration(s) relating to the services to be performed under this Agreement to the State, at the time of the execution of this Agreement, as evidence that such are in full force and effect.

D. Laws and Regulations

This Agreement shall be interpreted under and governed by the laws of the State of Connecticut. Contractor, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this Agreement.

E. Labor and Personnel

At all times, Contractor shall utilize approved, qualified personnel and any State approved subcontractors necessary to perform the services under this Agreement. Contractor shall advise the State promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to Contractor involving Contractor's employees or subcontractors which may reasonably be expected to affect Contractor's performance of services under this Agreement. The State may then, at its option, ask Contractor to arrange for a temporary employee(s) or subcontractor(s) satisfactory to the State to provide the services otherwise performable by Contractor hereunder. The Contractor will be responsible to the State for any economic detriment caused the State by such subcontract arrangement.

Contractor shall, if requested to do so by the State, reassign from the State's account any employee or authorized representatives whom the State, in its sole discretion, determines is incompetent, dishonest, or uncooperative. In requesting the reassignment of an employee under this paragraph, the State shall give ten (10) days notice to Contractor of the State's desire for such reassignment. Contractor will then have five (5) days to investigate the situation and attempt, if it so desires, to satisfy the State that the employee should not be reassigned; however, the State's decision in its sole discretion after such five (5) day period shall be final. Should the State still desire reassignment, then five (5) days thereafter, or ten (10) days from the date of the notice of reassignment, the employee shall be reassigned from the State's account.

F. Conflicts, Errors, Omissions, and Discrepancies

In the event of any conflict between the provision of this Agreement and the provisions of Form CO-802A to which this Agreement is attached, the provisions of this Agreement shall control.

In case of conflicts, discrepancies, errors, or omissions among the various parts of this Agreement, any such matter shall be submitted immediately by Contractor to the State for clarification. The State shall issue such clarification within a reasonable period of time. Any services affected by such conflicts, discrepancies, errors, or omissions which are performed by Contractor prior to clarification by the State shall be at Contractor's risk.

G. Indemnity

Contractor hereby indemnifies and shall defend and hold harmless the State, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Agreement, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during, or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors.

H. Nondisclosure

Contractor shall not release any information concerning the services provided pursuant to the Agreement or any part thereof to any member of the public, press, business entity or any official body unless prior written consent is obtained from the State.

I. Quality Surveillance and Examination of Records

All services performed by Contractor shall be subject to the inspection and approval of the State at all times, and Contractor shall furnish all information concerning the services.

The State or its representatives shall have the right at reasonable hours to examine any books, records, and other documents of Contractor or its subcontractors pertaining to work performed under this Agreement and shall allow such representatives free access to any and all such books and records. The State will give the Contractor at least twenty-four (24) hours notice of such intended examination. At the State's request, the Contractor shall provide the State with hard copies of or magnetic disk or tape containing any data or information in the possession or control of the Contractor which pertains to the State's business under this Agreement. The Contractor shall incorporate this paragraph verbatim into any Agreement it enters into with any subcontractor providing services under this Agreement.

The Contractor shall retain and maintain accurate records and documents relating to performance of services under this Agreement for a minimum of three (3) years after the final payment by the State and shall make them available for inspection and audit by the State.

In the event that this Agreement constitutes a grant Agreement, and the Contractor is a public or private agency other than another state agency, the Contractor shall provide for an audit acceptable to the State, in accordance with the provisions of Connecticut General Statutes § 7-396a.

J. Insurance

The Contractor, at its sole expense, agrees to secure and keep in full force and effect at all times during the term of this Agreement as defined in Section 2 above, a one million dollar (\$1,000,000) liability insurance policy or policies provided by an insurance company or companies licensed to do business in the State of Connecticut. Said policy or policies shall cover all of the Contractor's activities under this Agreement and shall state that it is primary insurance in regard to the State, its officers and employees. The State shall be named as an additional insured.

In addition, the Contractor shall at its sole expense maintain in effect at all times during the performance of its obligations hereunder the following additional insurance coverages with limits not less than those set forth below with insurers and under forms of policies approved by the State Insurance Commissioner to do business in Connecticut:

- A. Worker's Compensation Insurance: The Contractor shall take out and maintain during the life of the Contract, Worker's Compensation Insurance for all of his/her employees employed at

the site of the project and, in case any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees until such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the worker's compensation statute, the Contractor shall provide and shall cause each subcontractor to provide for the protection of such class of employees.

- B. Commercial General Liability: \$1,000,000 for each accident or occurrence and to an aggregate amount of \$2,000,000 for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
- C. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required.

None of the requirements contained herein as to types, limits, and approval of insurance coverage to be maintained by Contractor are intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

Contractor shall deliver Certificates of Insurance relating to all of the above referenced coverages to the State at the time of the execution of this Agreement as evidence that policies providing such coverage and limits of insurance are in full force and effect, which Certificate shall provide that no less than thirty (30) days advance notice will be given in writing to the State prior to cancellation, termination or alteration of said policies of insurance.

K. Non-Waiver

None of the conditions of this Agreement shall be considered waived by the State or the Contractor unless given in writing. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

L. Promotion

Unless specifically authorized in writing by the Secretary of OPM, 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 subparagraphs (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.

M. Confidentiality

All data provided to Contractor by the State or developed internally by Contractor with regard to the State will be treated as proprietary to the State and confidential unless the State agrees in writing to the contrary. Contractor agrees to forever hold in confidence all files, records, documents, or other information as designated, whether prepared by the State or others, which may come into Contractor's possession during the term of this Agreement, except where disclosure of such information by Contractor is required by other governmental authority to ensure compliance with laws, rules, or regulations, and such disclosure will be limited to that actually so required. Where such disclosure is required, Contractor will provide advance notice to the State of the need for the disclosure and will not disclose absent consent from the State.

N. Subpoenas

In the event the Contractor's records are subpoenaed pursuant to Connecticut General Statutes § 36a-43, the Contractor shall, within twenty-four (24) hours of service of the subpoena, notify the person designated for the State in Section 3 of this Agreement of such subpoena. Within thirty-six (36) hours of service, the Contractor shall send a written notice of the subpoena together with a copy of the same to the person designated for the State in Section 3 of this Agreement.

O. Survival

The rights and obligations of the parties which by their nature survive termination or completion of the Agreement, including but not limited to those set forth herein in sections relating to Indemnity, Nondisclosure, Promotion, and Confidentiality of this Agreement, shall remain in full force and effect.

P. Americans with Disabilities Act

This clause applies to those Contractors which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the term of this Agreement. Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Contractor to satisfy this standard either now or during the term of this Agreement as it may be amended will render the contract voidable at the option of the State upon notice to the Contractor. Contractor warrants that it will hold the State harmless from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act.

Q. Non-Discrimination and Executive Orders

(a) For the purposes of this Section, "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 "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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.

For purposes of this Section, "Commission" means the Commission on Human Rights and Opportunities.

For purposes of this Section, "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.

(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 or civil union status, national origin, ancestry, sex, mental retardation 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. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, 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 worker's representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each

regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56, as amended by Section 5 of Public Act 89-253, Connecticut General Statutes § 46a-68e and Connecticut General Statutes § 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56, as amended by Section 5 of Public Act 89-253; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Agreement and as they may be adopted or amended from time to time during the term of this Agreement and any amendments thereto.
- (g) The Contractor agrees to the following provisions: The Contractor agrees and warrants that in the performance of the Agreement 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 the employees are treated when employed without regard to their sexual orientation; 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 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; the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §46a-56; the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and State may so enter.

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by 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 Agreement is completed or terminated prior to completion.

The Contractor agrees, as part consideration hereof, that this Agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

R. Violence in the Workplace Prevention

This Agreement is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 and, as such, the contract may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. 16. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. 16 is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order.

S. Sovereign Immunity

Notwithstanding any provisions to the contrary contained in this Agreement, it is agreed and understood that the State of Connecticut shall not be construed to have waived any rights or defenses of sovereign immunity which it may have with respect to all matters arising out of this Agreement.

T. Assignment

See Article 6 of Appendix 13.

U. Severability

If any part or parts of this Agreement shall be held to be void or unenforceable, such part or parts shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable.

V. Headings

The titles of the several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

W. Third Parties

The State shall not be obligated or liable hereunder to any party other than the Contractor.

X. Non Waiver

In no event shall the making by the State of any payment to the Contractor constitute or be construed as a waiver by the State of any breach of covenant, or any default which may then exist, on the part of the Contractor and the making of any such payment by the State while any such breach or default exists

shall in no way impair or prejudice any right or remedy available to the State in respect to such breach or default.

Y. Contractor Certification

The Contractor certifies that the Contractor has not been convicted of bribery or attempting to bribe an officer or employee of the State, nor has the Contractor made an admission of guilt of such conduct which is a matter of record.

Z. Large State Contracts

Pursuant to Connecticut General Statutes §§ 4-250 and 4-252, Contractor must present at the execution of each large State contract (having a total cost to the State of more than \$500,000 in a calendar or fiscal year) an executed gift certification, which Contractor shall update on an annual basis in accordance with paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1. In addition, pursuant to paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1, anyone who executes and files said gift certification shall also execute and file a campaign contribution certification disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

AA. Governor M. Jodi Rell's Executive Order No. 7C

Pursuant to Governor M. Jodi Rell's Executive Order No. 7C, paragraph 10, Contractor shall comply with the certification requirements of Connecticut General Statutes §§ 4-250 and 4-252, and Governor M. Jodi Rell's Executive Order No. 1, for all personal service agreement contracts with a value of \$50,000 or more in a calendar or fiscal year by executing and filing the respective certifications with OPM.

BB. State Contracting Standards Board

Pursuant to paragraph 6(a) of Governor M. Jodi Rell's Executive Order No. 7C, Contractor acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for OPM's consideration and final OPM determination, termination of this contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the Connecticut General Statutes) or Connecticut General Statutes § 4a-100 or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or State contracting agency.

CC. Large State Construction Or Procurement Contract

Pursuant to Connecticut General Statutes § 1-101qq, every contractor to a Large State construction or procurement contract shall review the summary of State ethics laws developed by the Office of State Ethics pursuant to Connecticut General Statutes Section 1-81b (the "Summary") and shall promptly affirm to OPM in writing that the key employees of such Contractor have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. A copy of the Summary is attached and incorporated herein as Attachment B. Further, Contractor shall incorporate and include the Summary in all contracts with any subcontractor or consultant working or assisting the Contractor with the large state construction or procurement contract. Contractor shall require in said contracts that the key employees of any subcontractor or consultant affirm that they have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. Contractor shall supply such affirmations to OPM promptly. "Large state construction or procurement contract" means any contract, having a cost of more than five hundred thousand dollars, for (A) the remodeling, alteration, repair or enlargement of any real asset, (B) the construction, alteration, reconstruction, improvement, relocation, widening or changing of the grade of a section of a state highway or a bridge, (C) the purchase or lease of supplies, materials or equipment, as defined in Section 4a-50 of the Connecticut General Statutes, or (D) the construction, reconstruction, alteration, remodeling, repair or demolition of any public building.

DD. Disclosure of Consulting Agreements

Pursuant to Connecticut General Statutes § 4a-81, the chief official of the Contractor, for all contracts with a value to the State of fifty thousand dollars or more in any calendar or fiscal year, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such State agency, whether or not direct contact with a State agency, State or

public official or State employee was expected or made. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of Connecticut General Statutes § 4a-81.

EE. Retaliation Prohibition

Pursuant to Connecticut General Statutes § 4-61dd, a large state contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract, if an officer, employee or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the large state contractor in retaliation for such employee's disclosure of information to any employee of the contracting State or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of Connecticut General Statutes § 4-61dd(a). 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. Each large state contractor shall post a notice of the provisions of this section relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor. As used in Connecticut General Statutes § 4-61dd, a "large state contract" means a contract between an entity and a state or quasi-public agency having a value of five million dollars or more and (2) "large state contractor" means an entity that has entered into a large state contract with a state or quasi-public agency.

FF. Campaign Contribution and Solicitation Prohibitions

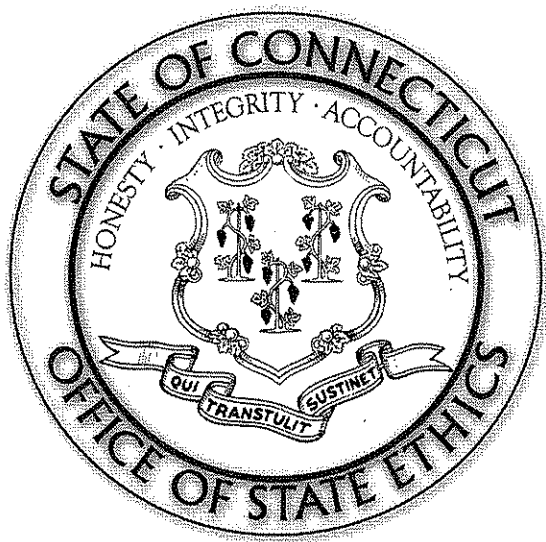
For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement 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 Attachment C.

GG. Non-Discrimination Certification

Pursuant to Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended by Public Act 07-245 and Sections 9 and 10 of Public Act 07-142, every Contractor is required to provide the State with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the Contractor's nondiscrimination agreements and warranties which are included in such Contractor's contract pursuant to said statutes. Copies of two "nondiscrimination certification" forms (one for businesses and one for individuals) that will satisfy these requirements may be found on OPM's website. The applicable certification form must be signed by an authorized signatory of the Contractor (or, in the case of an individual contractor, by the individual) and submitted to the awarding State agency at the time of contract execution.

ATTACHMENT B

**Guide to the Code of Ethics
For Current or Potential
State Contractors**



2007

Guide for Current or Potential State Contractors

INTRODUCTION

The Connecticut Office of State Ethics (OSE) is an independent regulatory agency for the state of Connecticut, charged with administering and enforcing Connecticut General Statutes, Chapter 10, Part I and Part II.

The Ethics Codes under the OSE's jurisdiction are comprised of:

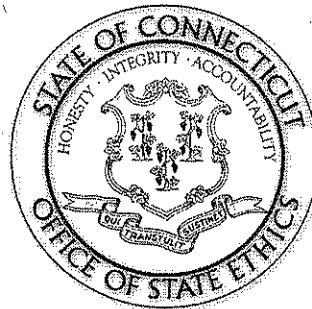
- The Code of Ethics for Public Officials (Part I); and
- The Code of Ethics for Lobbyists (Part II).

This guide provides general information only. The descriptions of the law and the OSE are not intended to be exhaustive. Please contact the OSE with any questions regarding interpretation of the law.

For more information on the subjects discussed in this guide, call, write or visit:

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

860/566-4472
www.ct.gov/ethics



Guide for Current or Potential State Contractors

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THE OFFICE OF STATE ETHICS (OSE)

The Connecticut Office of State Ethics (OSE) was officially created on July 1, 2005, by Public Act 05-183. The governing body of the OSE is the Citizen's Ethics Advisory Board (CEAB), nine members appointed by the Governor and legislative leadership. The CEAB holds monthly meetings that are open to the public and that are often covered by CT-N. A schedule of CEAB meeting dates, times and locations is available on the OSE's Web site, www.ct.gov/ethics.

The OSE is an independent watchdog agency for the state of Connecticut that administers Connecticut General Statutes, Chapter 10, Parts I and II.

Simply put, the OSE educates all those covered by the law (the "regulated community"); provides information to the public; interprets and applies the codes of ethics; and investigates potential violations of the codes.

The OSE is made up of the following components:

- Citizen's Ethics Advisory Board
- Executive Director
- Legal Division
- Enforcement Division

THE BIG PICTURE

All state officials and employees (except judges) are covered by Part I of the Code of Ethics for Public Officials (henceforth, Part I, or the Code). It is important to remember that certain provisions of the Code also apply to public officials and state employees after they leave state service.

As you read through this guide, be aware that these laws were enacted to prevent individuals from using their public position or authority for personal, financial benefit.

Each state agency also has its own ethics policy, which in many cases may be more restrictive than what follows. Be sure to obtain a copy of the agency's policy before you attempt to provide any benefit to an agency official or employee.

Guide for Current or Potential State Contractors

GIVING BENEFITS TO STATE PERSONNEL



Gifts

As a current or potential state contractor, you are presumably doing business with or seeking to do business with a state agency, and are therefore considered to be a **regulated donor**. In general, public officials or state employees may not accept gifts from regulated donors.

Regulated Donors

Regulated donors include:

- Registered lobbyists (the OSE can tell you who is registered);
- Individuals or groups doing business with a state department or agency;
- Individuals or groups seeking to do business with a state department or agency;
- Individuals or groups engaged in activities regulated by a state department or agency; or
- Contractors pre-qualified by the Connecticut Department of Administrative Services (Conn. Gen. Stat. § 4a-100).

A **gift** is defined as anything of value that is directly and personally received by a public official or state employee (or sometimes family members of those two categories) *unless* consideration of equal or greater value is provided. Conn. Gen. Stat. § 1-79 (e).

Gift Exceptions

There are, however, certain exceptions to this definition of gift. Not all exceptions are covered below; see Conn. Gen. Stat. § 1-79 (e) (1) – (17) for the complete list.

- *Token Items* – Regulated donors such as current or potential state contractors may provide any item of value that is under \$10 (such as a pen, mug, or inexpensive baseball cap) to a public official or state employee, provided that the annual aggregate of such items from a single source is under \$50. Conn. Gen. Stat. § 1-79 (e) (16).
- *Food and Beverage* – Regulated donors may also provide up to \$50 worth of food and beverage in a calendar year to a public official or state employee, provided that the regulated donor or his/her representative is in attendance when the food and/or beverage is being consumed. Conn. Gen. Stat. § 1-79 (e) (9).

Guide for Current or Potential State Contractors

- *Training (NEW)* – Vendors may provide public officials and state employees with training for a product purchased by a state or quasi-public agency provided such training is offered to all customers of that vendor. Conn. Gen. Stat. § 1-79 (e) (17).
- *Gifts to the State (NEW)* – Regulated donors may provide what are typically referred to as “gifts to the state.” These gifts are goods and services provided to a state agency or quasi-public agency for use on state or quasi-public agency property or that support an event, and which facilitate state or quasi-public action or functions. Conn. Gen. Stat. § 1-79 (e) (5).
- *Other Exceptions* – There are a total of 16 separate gift exceptions in the Code. Also exempt from the definition of gift are items such as informational materials germane to state action, ceremonial plaques or awards costing less than \$100, or promotional items, rebate or discounts also available to the general public. See Conn. Gen. Stat. § 1-79 (e) (1) – (17).

Note: The popularly-cited exception for major life events does not apply to those who are regulated by, doing business with or seeking to do business with a state agency. The only regulated donor that can make use of this very narrow exception is a registered lobbyist.

Gift Provisions

Example: You are in the process of submitting a contracting bid to a state agency. You provide the agency head with a gift certificate for \$45 to a popular West Hartford eatery for her to use on her own. You have not previously given anything of value to this individual.

Even though you are under the permissible \$50 food and beverage limit, this gift is not allowed because you or your representative will not be in attendance while the food and beverage is being consumed.

Guide for Current or Potential State Contractors

Reporting Requirements

Should you or your representative give anything of value to a public official or state employee, you must, within **10 days**, give the gift recipient and the head of that individual's department or agency a written report stating:

- Name of the donor;
- Description of item(s) given;
- Value of such item(s); and
- Total cumulative value of all items to date given to that recipient during the calendar year.



This helps both you and the state employee keep track of the gift exceptions noted above, so that permissible limits are not exceeded. Conn. Gen. Stat. § 1-84 (o).

Necessary Expenses

You may provide necessary expenses to a public official or state employee *only* if the official or employee, in his/her official capacity, is actively participating in an event by giving a speech or presentation, running a workshop, or having some other active involvement.

Necessary expenses can include:

- Travel (not first class);
- Lodging (standard cost of room for the nights before, of, and immediately following the event);
- Meals; and
- Related conference expenses.

Entertainment costs (tickets to sporting events, golf outings, night clubs, etc.) are *not* necessary expenses. Necessary expense payments also *do not* include payment of expenses for family members or other guests.

Please note, within 30 days of receiving payment or reimbursement of necessary expenses for lodging or out-of-state travel, state employees must file an ETH-NE form with the Office of State Ethics (OSE). Conn. Gen. Stat. § 1-84 (k).

Fees/Honorariums

Public officials and state employees may *not* accept fees or honorariums for an article, appearance, speech or participation at an event in their official capacity.

Fees or honorariums for such activities, if offered based solely on expertise and without any regard to official capacity, may be acceptable. Contact the OSE before offering such payment to an official or employee. Conn. Gen. Stat. § 1-84 (k).

Guide for Current or Potential State Contractors

Necessary Expenses, Fees and Honorariums

Example: You invite a state employee to travel to New York City to give a speech to your managers on issues surrounding contracting with a state agency. You provide Amtrak fare for the employee as well as his spouse, who will spend the day in the city. The evening of the speech, you will treat the employee and his spouse with complimentary tickets to a Broadway show in lieu of a speaking fee.

You may provide non-first class travel expenses only to the state employee who is actively participating in an event. In this case, you may only provide Amtrak fare for the employee giving the speech, not his spouse. Entertainment costs, such as tickets to a show, are not considered necessary expenses and may not be provided. Additionally, state employees may not accept fees or honorariums for a speech given in their official capacity.

HIRING STATE PERSONNEL

Post-state Employment (Revolving Door)

If you are considering hiring a *former* state employee, you should be aware of the Code's post-state employment, or revolving door, provisions.

Lifetime Bans

- Former state employees may **never** disclose any confidential information they learned during the course of their state service for anyone's financial gain. Conn. Gen. Stat. § 1-84a.
- A former state official or employee may **never** represent anyone other than the state regarding a particular matter in which he or she was personally or substantially involved while in state service and in which the state has a substantial interest. This prevents side-switching. Conn. Gen. Stat. § 1-84b (a).

One-year Bans

If you hire or otherwise engage the services of a former state official or employee, he or she may not represent you before his or her former agency for a period of **one year** after leaving state

service. Conn. Gen. Stat. § 1-84b (b). (See Advisory Opinion 2003-3, which provides a limited exception to this provision if the employee is providing purely

Guide for Current or Potential State Contractors

- technical expertise, for example, to help implement a previously-awarded contract. This exception applies to extremely limited circumstances; contact the OSE for guidance.)
- You are prohibited from hiring a former state official or employee for a period of **one year** after he or she leaves state service if that individual was substantially involved in, or supervised, the negotiation or award of a contract (that you or your business was a party to) valued at \$50,000 or more, and the contract was signed within his or her last year of state service. Conn. Gen. Stat. § 1-84b (f).
- Employees who held certain specifically-designated positions (with significant decision-making or supervisory responsibility) at certain state regulatory agencies are prohibited from seeking or accepting employment with any business subject to regulation by the individual's agency within **one year** of leaving the agency. Note that there is an exception for *ex-officio* board or commission members. Conn. Gen. Stat. § 1-84b (c).

Post-state Employment

Example: You run a hospital regulated by the Office of Health Care Access (OHCA). You would like to offer a job to the former Commissioner of OHCA, who has been out of state service for 5 months.

Because the hospital is regulated by a state agency whose Commissioner is specifically designated in 1-84b (c), the former head of such agency would not be permitted to accept employment with you for one full year after leaving state service. See Advisory Opinion 2003-19.

Outside Employment for Current Public Officials and State Employees

If you are considering hiring a *current* state employee, especially from a state agency with which you do business or by which you are regulated, you should be aware of the following rules regarding the employment of current state employees.

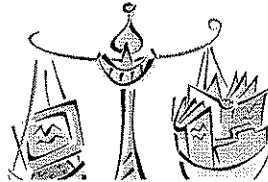
- A current state employee may not accept outside employment that impairs his or her independence of judgment regarding his or her state duties, or that encourages him or her to disclose confidential information learned in his or her state job. Conn. Gen. Stat. § 1-84 (b).
- A current state employee may not use his or her state position for financial gain, however inadvertent that use may be. For example, a current state employee who exercises any

contractual, supervisory or regulatory authority over you or your business may not be able to work for you. Conn. Gen. Stat. § 1-84 (c).

Guide for Current or Potential State Contractors

Other Considerations

Business entities engaged in Indian gaming activities in the state should be aware of specific provisions that apply to present or former Gaming Policy Board or Division of Special Revenue public officials or employees. See Conn. Gen. Stat. §§ 1-84b (d) and (e).



Outside Employment

Example: Your small business occasionally receives grants or contracts from Agency X. You know that a particular contract manager with Agency X has the skills you need to help you grow your business. This employee has expressed interest in earning a little extra money for himself, while helping you with your business in the evenings and on weekends.

It would constitute an impermissible impairment of judgment for the employee of Agency X, who has contract management responsibilities, to accept outside employment with your business – a business that receives grants or contracts from Agency X.

OTHER PROVISIONS

Prohibited Activities for Consultants or Independent Contractors

If you are hired by the state as a consultant or independent contractor, you are prohibited from the following:

- Using your authority under the contract or any confidential information acquired during the course of the contract for your financial gain or the financial gain of your immediate family;
- Accepting another state contract that would impair your independence of judgment or your performance in your existing state contract;

Guide for Current or Potential State Contractors

- Accepting anything of value based on the understanding that your actions on behalf of the state would be influenced;

Conn. Gen. Stat. § 1-86e (1) – (3); see also Conn. Gen. Stat. § 1-101nn.

Gift and/or Campaign Contribution Certifications

Contractors seeking large state contracts must provide certifications regarding gifts and/or campaign contributions made to certain state employees or public officials in the two-year period prior to the submission of a bid or proposal. Copies of these certifications and other updated information regarding state contractors can be found on the Web sites of the Department of Administrative Services (www.das.state.ct.us) and the Office of Policy and Management (www.opm.state.ct.us).



Investment Services and the Office of the Treasurer

If you or your business provides investment services, as defined in the Code, and you make a political contribution in connection with the Office of the Treasurer, you may be prohibited from contracting with that office. See Conn. Gen. Stat. § 1-84 (n).

Registering as a Lobbyist

If you or your business spends or receives over \$2,000 in a calendar year for activities that constitute lobbying under Part II of the Code of Ethics (whether to affect legislation or the actions of an administrative state agency), you/your business may have to register as a lobbyist with the Office of State Ethics. Lobbyist registration information is available at www.ct.gov/ethics.



Public Act 05-287

Public Act 05-287 prohibits anyone who is a party (or seeking to become a party) to a large state construction, procurement, or consultant services contract over \$500,000 from:

- Soliciting information from a public official or state employee that is not available to other bidders for that contract, with the intent to obtain a competitive advantage;
- Intentionally or recklessly charging a state agency for work not performed or goods or services not provided;
- Falsifying invoices or bills; or
- Intentionally violating or circumventing state competitive bidding and ethics laws.

Guide for Current or Potential State Contractors

This Act also requires any prospective state contractor to affirm in writing that he or she has received a summary of the state's ethics laws and that his or her key employees have read and understood the summary and agree to comply with the applicable provisions. Conn. Gen. Stat. § 1-101qq. An affirmation form is available through the Department of Administrative Services.

Executive Orders

Executive Order 3

Under this Order, the Department of Administrative Services established and maintains on its Web site the State Contracting Portal for purposes of posting all contracting opportunities with state agencies and providing information on contracting processes and procedures.

Executive Order 7C

This Order covers the State Contracting Standards Board, established to conduct a comprehensive review of existing procurement and contracting laws and prepare a uniform code to govern all aspects of procurement and contracting by January 1, 2007.

The full text of these Executive Orders can be found on the Governor's Web site, www.ct.gov/governorrell/site/default.asp.

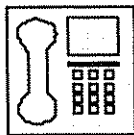
FOR MORE INFORMATION

This guide provides general information only. The descriptions of the law and the OSE are not intended to be exhaustive. For more information regarding the Code of Ethics as it pertains to current or potential state contractors, please contact the Office of State Ethics, Monday – Friday, 8:30 a.m. to 5:00 p.m.

Office of State Ethics
18-20 Trinity Street
Hartford, CT 06106-1660



T: 860/566-4472
F: 860/566-3806
www.ct.gov/ethics



Specific Contacts:

Questions or advice regarding the Ethics Codes: Ethics.Code@ct.gov

Lobbyist filing/reporting questions: lobbyist.OSE@ct.gov

Public official filing/reporting questions: SFI.OSE@ct.gov

Enforcement questions: Ethics.Enforcement@ct.gov

All other inquiries: ose@ct.gov



ATTACHMENT C

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words* are defined below):

Campaign Contribution and Solicitation Ban

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, or *solicit* contributions 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;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (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.

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--\$2000 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 \$2000 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 \$5000 in fines, or both.

Contract Consequences

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

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, 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 will 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 and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

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 or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for

information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

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

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

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

Appendix 13
INDEX TO THE GENERAL CONDITIONS OF THE CONTRACT

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GENERAL CONDITIONS

1. DEFINITIONS: Whenever the following terms, or pronouns in place of them, are used, the intent and meaning shall be as follows:
 - A. Additional Work: Work required by the State which, in the judgment of the Secretary, involves any addition to, deduction from or modification of the Contract Documents.
 - B. Bid or Proposal: The form on which the bidder is to submit a bid for the work contemplated.
 - C. Bidder: A person, partnership, corporation or other business organization submitting a bid on the form for the work contemplated.
 - D. Secretary: The Secretary of the Office of Policy and Management, acting directly or through specifically authorized OPM personnel.
 - E. Construction Supervisor: An employee of the Office of Policy & Management, or its Representative, duly authorized to perform duties listed in Article 5C of these General Conditions.
 - F. Contract Documents: The Invitation to Bid, Proposal Form, Wage Rates, Notice to Bidders, General Conditions, Supplementary General Conditions, Specifications, Plans, Contract, Bonds and Insurance Certificates, all of which shall constitute the Contract.
 - G. Contractor: A party or parties contracting directly with the Secretary to perform the work covered by the Contract Documents; the legal representative of said party or parties.
 - H. OPM: The Office of Policy & Management of the State of Connecticut.
 - I. 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 Secretary.
 - J. Notice to Proceed: A letter from OPM which shall state the beginning date of the contract and specifically advise the Contractor to begin work on the Contract.
 - K. Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.
 - L. Project Engineer: An employee of OPM or a person, partnership, corporation or other business organization under contract with OPM, commissioned to perform construction administration and inspection duties during construction.
 - M. Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.
 - N. Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the work.
 - O. State or Owner: The State of Connecticut, acting through its Secretary of the Office of Policy & Management or specifically authorized OPM personnel.
 - P. Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the project to and under agreement with the Contractor.

- Q. Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.
- R. Supplementary General Conditions: An extension of the General Conditions applicable to any and all portions of work under the Contract Documents.
- S. Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.

2. SCOPE OF WORK

The work to be performed under this Contract 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 and incidental work as specified in strict accordance with the Specifications and Plans, all of which are made a part hereof, and including such detail drawings as may be furnished from time to time during the prosecution of the work in explanation of said Plans. Also included in the work is coordination with Central New England Railroad and State of Connecticut Department of Transportation Office of Rails.

3. INTENT OF DOCUMENTS

The Specifications, with the accompanying Plans, are intended to describe and illustrate all material and labor necessary to complete the project.

4. ALL WORK SUBJECT TO CONTROL OF THE SECRETARY OF THE OFFICE OF POLICY & MANAGEMENT

- A. In the performance of the work, the Contractor shall abide by all orders, directions and requirements of the Secretary.
- B. The Secretary shall determine the amount, quality, acceptability and fitness of all parts of the work and shall, when necessary, interpret the Plans, Specifications and Contract Documents and shall answer all questions in connection with the work.
- C. The Contractor shall use no plant, equipment, materials, methods or workers to which the Secretary objects and shall remove no plant, materials, equipment or other facilities from the site of the work without the permission of the Secretary. Upon request, the Secretary will confirm any oral order, direction, requirement or determination in writing.
- D. During the progress of the work, the Contractor shall keep on the job a competent, authorized representative to act for the Contractor and any necessary assistants, all satisfactory to the Secretary. The authorized representative shall be explicitly familiar with the Contract Documents, Specifications and Plans.

5. AUTHORITY OF THE SECRETARY OF THE OFFICE OF POLICY & MANAGEMENT AND DUTIES OF THE PROJECT ENGINEER OR AUTHORIZED OPM PERSONNEL

- A. The Secretary hereby declares that the Project Engineer or other authorized OPM personnel, are the Secretary's only representatives to act in matters involving revoking, alerting, enlarging or relaxing any requirement of the Specifications so long as the monetary sum involved does not exceed One Thousand Dollars (\$1,000).
- B. In such matters, the Project Engineer, or authorized personnel, shall be guided by the provisions of Article 19 (Change Orders) herein and shall have further authority to require the Contractor to perform additional work provided the value of the work involved is determined to be no more than One Thousand Dollars (\$1,000).
- C. Construction Supervisors employed by OPM or its Project Engineer, under the supervision of the Project Engineer or authorized OPM personnel, shall be authorized to inspect all work done and

materials furnished. Such inspection may extend to all or any part of the work, and to the preparation or manufacture of the materials to be used. In case of any dispute arising between the Contractor and the Construction Supervisor as to materials furnished or the manner of performing the work, the Construction Supervisor shall have the authority to reject material or suspend the work until the question at issue can be referred to and decided by the Secretary. The Construction Supervisor is not empowered to revoke, alter, enlarge, or relax any requirements of the Contract Documents, or to issue instructions contrary to the Plans and Specifications. The Construction Supervisor shall in no case act as foreman or perform other duties for the Contractor, nor shall he interfere with the management of the work by the latter. Any advice which the Construction Supervisor may give the Contractor shall in no way be construed as binding the Secretary or the State in any way, nor releasing the Contractor from fulfillment of the terms of the Contract.

- D. The Construction Supervisor, Project Engineer or Contractor do not have the authority to change or alter this Contract in any respect. Any change must have the written approval of the Secretary before it becomes official, except for those Change Orders not exceeding One Thousand (\$1,000) Dollars in value, which the Project Engineer or authorized OPM personnel have the authority to approve.

6. SUBLETTING OR ASSIGNING OF CONTRACT

The Contract or any portion thereof, or the work provided for therein, or the right, title or interest of the Contractor therein may not be sublet, sold, transferred, assigned or otherwise disposed of to any person, partnership, corporation or other business organization without the written consent of the Secretary.

7. CONDITIONS OF WORK

- A. The Contractor is required to examine carefully the conditions under which the work is to be performed, the site of the work, the seasonal items, constraints and water control, the Plans and Specifications, the form of the Contract, general conditions, supplementary general conditions, bonds and all other Contract Documents associated with the work contemplated; and it will be assumed that he has satisfied himself as to all requirements of the Contract Documents. 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 obvious and apparent upon examination of the site but are not indicated on the Plans shall be corrected by the Contractor without additional compensation. In carrying out his/her 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 with the normal routine of the institution or agency operating at the site.
- B. No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding.
- C. 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.
- D. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform him/herself as required by paragraph 7. A. above.

8. CORRELATION OF CONTRACT DOCUMENTS

- A. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called by all. Where discrepancies or conflicts occur:
- i) Amendments and addenda shall take precedence over the Specifications.
 - ii) The Specifications shall take precedence over the Plans.
 - iii) Stated dimensions shall take precedence over scaled dimensions.
 - iv) Large-scale detail drawings shall take precedence over small-scale drawings.

- B. Neither party to the Contract shall take advantage of any obvious error or apparent discrepancy in the Contract Documents. Notice of any error or discrepancy discovered shall be given immediately in writing to the Secretary, who shall make such corrections and interpretations as he may deem necessary for the completion of the work in a satisfactory and acceptable manner.

9. CONTRACT DOCUMENTS FURNISHED

The Contractor shall be responsible for obtaining copies of the contract documents; see the Invitation to Bid.

10. PLANS AND SPECIFICATIONS AT THE SITE

The Contractor shall maintain at the work site two (2) copies of all Plans, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, Schedules and Instructions, in good order. 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 OPM or their authorized representatives. At the conclusion of construction, the Contractor is to turn one (1) corrected set over to the Project Engineer.

11. STANDARD SPECIFICATIONS

All references made to Standard Specifications and Plans refer to the latest editions in effect at the date of the proposal. The Standard Specifications for Roads, Bridges and Incidental Construction, Form 816, dated 2004, of the State of Connecticut shall apply and be considered a part of this Specification as though it were bound herein. The Standard Specification is available from the:

Connecticut Department of Transportation
Manager of Contracts
P.O. Box 317546
2800 Berlin Turnpike
Newington, CT 06131-7546

12. COMMENCEMENT AND COMPLETION OF WORK

- A. Actual field work under this Contract shall be commenced by the Contractor only upon the date given in a written order of the Secretary. The Contractor shall complete all work within the time limits stated in the Proposal.
- B. Should the Contractor be delayed in the execution of the Contract by acts of God such as fire, flood or other causes, the Contractor may submit a request for extension of the contract time. To receive consideration, such claim shall be filed in writing, with a full statement of the reasons thereof, within seven (7) days of the occurrence of the delay. The decision of the Secretary regarding extension of time will be final.

13. LIQUIDATED DAMAGES

- A. N/A

14. 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 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 his/her approval and submit them with reasonable promptness and in orderly sequence to the Project Engineer, so as to cause no delay in the Contractor's work or in the work of any subcontractor. 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 will 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 OPM's written approval.
- F. No work governed by Shop Drawings, catalog cuts or samples shall be fabricated, delivered or installed until final approval is obtained.

15. SEPARATE CONTRACTS

- A. OPM reserves the right to perform work in connection with the project with its own forces, or to let separate contracts relating to the project 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. The Contractor shall coordinate with them in the manner required under Article 16 (Coordination) below.
- B. Contractors working in the same vicinity shall cooperate with one another and, in case of dispute, the decision of the Secretary 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 save harmless the State of Connecticut from any and all damages or claims that may arise because of inconvenience or delay which he 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, he shall bear such loss.

16. COORDINATION

The Contractor is responsible for and shall control activities of his/her subcontractors, and the subcontractors shall consult and cooperate with one another and other contractors working on the site. Each subcontractor shall furnish all necessary information to other subcontractors and shall lie out and install his/her own work so as to avoid any delays or interferences with the work of another. Any cost for changes, cutting and/or repairing, made necessary by failure to observe the above requirements shall be borne by the party or parties responsible for such failure or neglect. Contractor shall coordinate with the Wetland Scientist for layout, inspection and acceptance of the work.

17. USE OF PREMISES, SPECIAL WORKING CONDITIONS

- A. The Contractor shall confine his/her apparatus, storage of materials, supplies, equipment and operations to the areas bounded by the Contract and grading limits, and as directed by the OPM.
- B. Parking for Contractor's employees will be limited to an area designated by the Project Engineer, and the Contractor shall provide identification stickers for all employee's cars.
- C. Existing walks, driveways and parking areas are to be kept free and clean at all times.

18. 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 corrective action taken.

19. CHANGE ORDERS

- A. At any time, without invalidating the Contract and by a written order and without notice to the sureties, OPM may order changes in the work consisting of additions, deletions or other revisions. Upon request, the Contractor shall promptly supply OPM with a detailed proposal for the same, showing quantities of and unit prices for his/her work and that of any subcontractor involved.
- B. All such changes in the work shall be authorized on a Change Order approved by the Secretary, his Project Engineer or authorized OPM personnel, and shall be executed under all provisions of the Contract Document. Upon receipt of the written order, the Contractor shall proceed with the work as and when directed.
- C. If such changes make the work less expensive for the Contractor, the proper deductions shall be made from the Contract price, said deductions to be computed in accordance with the provisions listed below in this article.
- D. The Contractor and OPM agree that the time specified for the performance of the Contract shall include not only the work of the original Contract but any additional work ordered by the Secretary which, in his opinion, can be performed concurrently with the original work specified.
- E. The amount of compensation to be paid to the Contractor for any additional work so ordered shall be determined in one of the following manners:
 - i) By unit prices stated in the Contract Documents or subsequently agreed upon.
 - ii) By a lump sum agreed upon by OPM and the Contractor and computed as follows:
 - a) The cost of labor performed and material used by the Contractor with his/her 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) Actual cost of rented equipment used directly on the work.
 - d) On work to be performed by the Contractor the mark up for Change Orders is 10%
 - e) On any changes involving one subcontractor, additions and subtractions shall be totaled before application of the mark up for overhead and profit given in item E.ii.d. The Contractor's percentage of overhead and profit shall then be applied in accordance with item E.ii.e above. On any changes involving more than one subcontractor, the additional charges, if any, shall have overhead and profit added to them before credits are applied. The Contractor's percentage of overhead and profit may then be applied.
 - f) The Contractor shall, when requested, promptly furnish in a form satisfactory to OPM 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.
- F. If unit prices are not applicable and the parties cannot agree upon a lump sum, the Secretary may, at his option:

- 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, 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 item E.ii.d on the actual cost outlined above on his/her own work; however, his/her percentage on the work of his/her subcontractors shall be governed by item E.ii.e.
 - ii) Omit any part of the work ordered and shall adjust the Contract price in the amount as the Secretary determines.
- G. If the Contractor wishes to make a claim for an increase in the Contract sum or for any damages sustained as a result of changes in the work, he shall give OPM written notice thereof within seven (7) calendar days after the occurrence of the event giving rise to such claims. No such claim shall be valid unless the notice is in writing. In addition, the Contractor shall file with OPM daily or weekly itemized statements of the details and cost of such work performed or damage sustained as may be required by the Secretary. These provisions shall not affect the power of the Contractor to act in the case of emergency, threatened injury to persons or damage to work or any adjoining property, in which case the Secretary shall issue a written order for such amount as he finds to be reasonable cost of such work.

20. CONTRACTOR'S INSURANCE

The Contractor shall comply with all requirements of Appendix 12, Section 6, J.

21. OPM'S RIGHT TO WITHHOLD PAYMENTS

- A. OPM may withhold from the Contractor so much of any approved payments due him/her as may in the judgment of OPM be necessary:
 - i) To assure the payment of just claims then due to any persons supplying labor or materials for the work.
 - ii) To protect OPM from loss due to defective work not remedied.
 - iii) To protect OPM 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 his/her subcontractors.
- B. OPM shall have the right as agent for the Contractor to apply any such amounts so withheld in such manner as OPM may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments to the accounts of the Contractor.

22. SECRETARY'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

- A. The Secretary has the authority to suspend the work wholly or in part, for such period or periods as he considers to be in the best interests of the State, or in the interest of public necessity, convenience or safety. During such periods the Contractor shall store all project materials and equipment in such a manner as will prevent them from being damaged, lost or stolen in any way, and the Contractor shall take precautions to protect the work performed from damage.
 - i) If the Secretary, in writing, orders the performance of all or any portion of the work to be suspended or delayed 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 time is due as a result of such suspension or delay, the Contractor shall submit to the Secretary, in writing, a request for a Contract adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the specific reasons and support for said adjustment.

- ii) The Secretary shall evaluate any such request once he receives it. If the Secretary agrees (a) that the cost and/or time required for the performance of the Contract 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, then the Secretary will make a reasonable adjustment (excluding profit) of the Contract terms. The Secretary will notify the Contractor of his determination as to what adjustment of the Contract, if any, he deems to be warranted.
 - iii) No Contract adjustment will be made unless the Contractor has submitted the request for adjustment within the time prescribed.
 - iv) No Contract adjustment will be made under this article to the extent (a) that 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) that such an adjustment is provided for or excluded under any other term or condition of this Contract.
- B. Notwithstanding any provision or language in the Contract to the contrary, the Secretary may terminate the Contract whenever he determines, in his sole discretion, 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.
- i) In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Secretary, however, no claim for lost overhead or profits shall be allowed.
 - ii) In the event of such termination, OPM may take possession of and use materials and equipment on the site to complete the work.
 - iii) Materials obtained by the Contractor for the work, that have been inspected, tested as required and accepted by the Secretary, and that are not incorporated into the work, shall, at the option of the Contractor, 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 Secretary, as shown by actual cost records.
 - iv) 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.

23. CORRECTION OF WORK BEFORE PAYMENT

- A. The Contractor shall, without expense to OPM, promptly remove from the work site all materials condemned by the Secretary as failing to conform to the Contract Documents, whether incorporated in the work or not.
- B. The Contractor shall, without expense to OPM, promptly replace non-conforming materials with those conforming to the Contract Documents and shall bear the expense of making good all work of other contractors or subcontractors destroyed or damaged by such removal or replacement.
- C. If the Contractor, after receipt of notice from OPM, fails to remove such condemned materials within the time fixed in the notice, OPM may remove and store such materials at the expense of the Contractor. OPM's removal will not affect the obligation of the Contractor to replace and re-execute the work and to bear the expenses referred to above.
- D. If the Secretary deems it inexpedient or undesirable to correct any portion of the work injured or not done in accordance with the Contract Documents, the compensation to be paid to the Contractor shall be reduced by the amount the Secretary decides is equitable.

24. FINAL PAYMENT

- A. OPM reserves the right to retain for a period of thirty (30) days after receipt of a request for final payment from the Contractor, the amount therein stated less all prior payments and advances whatsoever to or for the account of the Contractor.
- B. All prior estimates and payments, including those relating to extra or additional work, shall be subject to correction by this payment, which is throughout this Contract called "Final Payment".
- C. No payment, final or partial, shall act as a release to the Contractor or his/her Surety from any obligations under this Contract.

25. GUARANTEE AND WARRANTIES:
CORRECTION OF WORK AFTER FINAL PAYMENT

- A. Final Payment to the Contractor shall not relieve him of responsibility for the defects in materials or workmanship.
- B. Unless expressly provided for otherwise in the specifications, the Contractor shall remedy any defective work appearing within one (1) year from the date of Substantial Completion and shall pay for any damage to other work caused by such defective work or occasioned in correcting the same.
- C. The Contractor shall supply copies of any written manufactures' warranties or guarantees to OPM.

26. WAGE RATES

State of Connecticut Labor Department prevailing wage rates will apply to this project (Section 32 of Connecticut General Statutes). See Appendix 16 for Department of Labor wage rates.

27. POSTING WAGE RATES

The Contractor shall post at conspicuous points on the site of the project a schedule showing all determined wage rates and all authorized deductions, if any, from wages to be paid.

28. PREFERENCE IN EMPLOYMENT

- A. Should the 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 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 Section 31-52 of the General Statutes of Connecticut, then in the employment of mechanics, laborers or workmen 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 regulative procedures related thereto.

29. 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/She shall comply with all safety and sanitary rules, laws and regulations.

30. WORKING HOURS

Unless otherwise especially permitted, 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 shall become absolutely necessary (as approved by OPM) to perform work at night, the Project Engineer shall be informed a reasonable time 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.

31. 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 without fair and just compensation.

32. MATERIALS: STANDARDS

- A. Unless otherwise specifically provided for in the Specifications, 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, make of material, device or equipment which, in the opinion of the Secretary, 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 Secretary of other than specified materials, devices or equipment shall be obtained before the Contractor proceeds with the work, and the Secretary'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 the 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 OPM when the Contractor submits a request for changes in articles or materials or form of construction from that shown or specified, whether such request be granted or denied.
- E. No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work.

33. SUBSTITUTE MATERIALS

OPM and/or Project Engineer reserve(s) the right to not approve a Substitute Material unless the Contractor and/or Manufacturer submit(s) laboratory certification that the material is equivalent to the specified material. In addition, the material must have been used under similar conditions for at least two (2) years and the Project Engineer must observe the location of such usage of the material. OPM reserves the right to withhold payment for any Substitute Materials for up to one year until the Substitute Material appears to be functioning as designed.

34. ROYALTIES AND PATENTS

- A. If the Contractor desires to use any design, device, material or process covered by letters, patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner.
- B. The Contractor and the Surety shall indemnify and save harmless the State for any costs, expenses and damage which it may be obligated to pay by reason of any infringement of a patent at any time during the prosecution or after the completion of work.

35. DELIVERY, STORAGE AND HANDLING

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

36. 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. It will be understood that only domestic articles or materials will be used unless a statement is submitted with the proposal which enumerates the foreign articles or materials proposed to be used. The foregoing provisions shall not apply to foreign articles or materials required by the specifications.

37. CUTTING, FITTING, PATCHING AND DIGGING

- A. The Contractor shall, and shall require each of his/her subcontractors to, do all cutting, fitting or patching of the work that may be required to make the several parts join and coordinate in a manner satisfactory to the Secretary 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 subcontractor who performed such work. Except with the consent of the Secretary, the Contractor will not, nor permit any of his/her subcontractors to, cut or alter the work of any other contractor or subcontractor.

38. DISPOSAL OF SURPLUS AND UNSUITABLE MATERIAL

The Contractor shall obtain an off-site disposal site, satisfactory to OPM, at his/her own expense for disposal of surplus and unsuitable materials. He/She shall also pay the costs associated with removing and transporting the material.

39. REMOVAL OF 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.

40. CONSTRUCTION EQUIPMENT

- A. The Contractor shall furnish and maintain, at his/her own cost and risk, all tools, apparatus and appliances, hoists and/or cranes and power for same, scaffolding, runways, ladders, temporary supports and bracing and all other similar work or material necessary to insure speed, convenience and safety in the execution of his/her Contract. All such items shall be subject to approval of OPM 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.

41. STORAGE OF EQUIPMENT NOT IN CONTRACT

- A. It shall be the responsibility of the Contractor to provide storage for equipment not in his/her Contract if such equipment is delivered to the site as scheduled but cannot be installed because progress on the project is behind schedule.
- B. The Contractor shall assume full responsibility for the equipment until progress has reached the stage intended for its receipt and installation.

42. INSPECTION AND TESTS

- A. All material and workmanship (if not otherwise designated by the Specification) shall be subject to inspection, examination and testing by the Secretary 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 OPM, 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.
- B. Without additional charge, the Contractor shall promptly furnish all reasonable facilities, labor and materials necessary to make tests safe and convenient. Special, full size and performance tests shall be as described in the Specifications.
- C. If, at any time before final acceptance of the entire work, the Secretary considers it necessary or advisable to examine any portion of the work already completed by removing or testing 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 because of a fault of the Contractor or any of his/her subcontractors, or if any work shall have been covered over without the approval or consent of the Secretary (whether or not it is found to be defective), the Contractor shall be liable for testing costs and all costs of correction, including labor, material, services of required consultants, additional supervision and administrative costs.

43. UTILITIES

- A. The accuracy and completeness of the utility information shown on the Plans is not guaranteed. The Contractor shall make his/her own investigation of the extent and location of utilities and of the possibility of relocation work by the utility companies, and shall plan his/her 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 he/she proposes to perform any work which would endanger their installations, and he/she 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. He/She 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).

44. SURVEYS, PERMITS AND REGULATIONS

- A. The Contractor shall give all notices and comply with all laws, statutes, ordinances, rules and regulations relating to the performance of the work.

- B. The Contractor shall perform all layout work, field measurements and construction staking as may be required for the satisfactory prosecution of the work as shown on the Plans and as specified herein.

45. PROTECTION OF WORK AND PROPERTY AND EMPLOYEE SAFETY

- A. The Contractor will continuously and adequately protect the work against damage from any cause, will protect all materials and supplies furnished by him/her or his/her subcontractors, whether or not incorporated in the work, and will make good any damage, unless it is directly due to errors in the Contract Documents or is caused by agents or employees of OPM.
- B. To the extent required by law, by public authority or made necessary in order to safeguard the health and welfare of the inmates or personnel of any of the State Institutions, the Contractor will adequately protect adjacent property and persons using the same and will provide and maintain all passageways, guard fences, lights, barricades, and other facilities necessary for such operation.
- 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 provide and properly maintain 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, stairways and falling materials.
- E. The Contractor shall designate a responsible member of his/her organization on the work, whose duty shall be the prevention of accidents. The name and position of the designated person shall be reported to the Secretary.
- F. At all times the Contractor shall protect excavations, trenches, buildings and all items of construction or installation from damage by rain, water from melted snow or ice, surface water 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 excavation, basements, footings and foundations free of water.
- H. The Contractor shall remove all snow and ice as required for proper protection and prosecution of the work.
- I. The Contractor shall provide 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.
- J. During cold weather the Contractor shall protect all 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 Secretary, and shall notify the Secretary to that effect.
- K. The Contractor shall be held responsible for damages to any property or utilities that are damaged by the Contractor.

46. SEDIMENTATION AND EROSION CONTROL

All watercourses shall be protected from sedimentation, both during and after construction. The Contractor shall control erosion and sedimentation problems in accordance with Connecticut Guidelines for Soil Erosion and Sediment Control prepared by the Connecticut Council on Soil and Water Conservation, dated 1988, as amended. The Contractor shall submit the Sedimentation and Erosion Control measures for the approval of the Secretary within one (1) week after the Notice to Proceed.

47. 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 work so that no damage will occur.

48. DUST AND SPILLAGE CONTROL

- A. The Contractor shall take appropriate measures to control the generation of dust from his/her activities. Water shall be provided and applied as required or as ordered by the Project Engineer for allaying dust conditions.
- B. All vehicles utilized by the Contractor for delivery or removal of materials shall have appropriate covers to prevent spillage of material during transit.

49. WINTER EROSION CONTROL MEASURES

Seeding and plantings shall be performed during the period including September 1 through October 31. 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, in sufficient detail, 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.

50. PROPERTY PROTECTION AND RESTORATION

Any property outside the construction limits shown on the Plans which is damaged by the Contractor's operations shall be restored to its original condition at the Contractor's expense.

51. 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 his/her activities to areas defined by the Plans and Specifications. Environmental protection shall be as stated in the following subparagraphs:

- A. Prior to the beginning of 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 OPM. No ropes, cables or guys shall be fastened or attached to any trees for anchorage unless specifically authorized. 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 all work to be performed under the 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. The Contractor shall convey to his/her personnel the purpose of marking and/or protection of all necessary objects.
- 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 OPM.

- 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 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 OPM.
- 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.

52. ENVIRONMENTAL PROTECTION PLAN

Within one (1) week after the Notice to Proceed, and prior to commencement of any work on site, the Contractor shall submit an Environmental Protection Plan for the approval of the Secretary in accordance with the provisions herein specified. The plan shall include but not be limited to the following:

- A. 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.
- B. 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.
- C. 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.
- D. The location of the nearest suitable solid waste disposal area and a permit allowing the Contractor to use those facilities.
- E. 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.
- F. Environmental monitoring plans for the job site, including land, water, air and noise monitoring as necessary, and if required by the Project Engineer.
- G. Traffic control plan when necessary.
- H. Methods of protecting surface and ground water during construction activities.

- I. 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 making the limits of use areas.

53. NONCOMPLIANCE WITH ENVIRONMENTAL LAWS, ETC.

OPM 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 OPM of proposed corrective action and take such action as may be approved. If the Contractor fails to comply promptly, OPM 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.

54. CLEAN UP

- A. The Contractor shall regularly and at all times keep the premises free from accumulations of waste material or rubbish caused by his/her employees or work, or the employees or work of any subcontractors.
- B. At the completion of the work, the Contractor shall remove all rubbish from and about the site of the work. He/She shall also remove all temporary structures, tools, scaffolding and surplus materials, supplies and equipment which he/she or any of his/her subcontractors may have used in the performance of the work. In case of dispute, OPM may remove the rubbish and charge the cost of such removal to the Contractor.

55. PROJECT SIGN

- A. N/A

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Appendix 14
INDEX TO SUPPLEMENTARY GENERAL CONDITIONS

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1. SCOPE OF PROJECT

Furnish and plant woody vegetation for the purpose of reforestation. Furnish and install protective fencing to guard against herbivores. Coordination activities with railroad owner and operator.

2. LOCATION OF PROJECT

State-owned parcel; Somers, Connecticut; North of Shaker Road and East of Central New England Railroad.

3. ACCESS TO WORK

Access to work will be via an existing railroad right-of-way. The Contractor shall keep the access way clear and will protect pavement, rail, fences, curbs, trees, grass areas and other items from damage during construction. If any damage occurs or is caused to occur due to the Contractor, these areas shall be repaired and restored to original condition at no cost to the State. The Contractor shall be responsible for coordinating access with the Railroad and will insure that all fences and gates are locked at the end of each day and that the necessary insurance and/or training requirements have been met.

4. THE PROJECT ENGINEER (WETLAND SCIENTIST), HIS STATUS AND DECISIONS

The Project Engineer (Wetland Scientist) is Milone & MacBroom, Inc. and is referred to in the Contract Documents as the "Project Engineer" or "Engineer" or "Wetland Scientist" by pronouns which imply them. For purposes of this project and this document the "Project Engineer" and "Wetland Scientist" shall be considered one in the same and such terms shall be used interchangeably. The status and authority of the Project Engineer is given in Article 5 of the General Conditions with the following amplifications:

- A. The Project Engineer (Wetland Scientist) will not make interpretations or decisions directly to the Contractor.
- B. As the authorized representative of the State, the Project Engineer is responsible for the review of Shop Drawings and of materials and equipment submittals which are intended for inclusion in the work.

5. OPM (STATE) REPRESENTATIVE

Refer to Invitation to Bid.

6. TEMPORARY UTILITIES

- A. N/A The Contractor will be responsible for furnishing all means for performing the work.

7. TOILET ACCOMMODATIONS AND DRINKING WATER

The Contractor shall provide necessary sanitary toilet accommodations and drinking water for the workers.

8. SITE TRAILER

N/A

9. TEMPORARY TELEPHONES

N/A

10. CONSTRUCTION PICTURES

The Contractor shall provide digital color construction photographs showing different views of the progress of the work. Sufficient pictures shall be taken during construction to document the work.

11. PROGRESS MEETINGS

Progress Meetings will be held as needed at the job site for the purpose of reviewing, scheduling and coordinating the project's progress as well as other matters.

12. CONTROL OF MATERIAL

Section 1.06 of the Standard Specifications shall apply for this Contract. For the following items, the Contractor shall submit a complete description of the item, with four copies (two will be returned to the contractor) of shop drawings, cuts and other descriptive literature (catalog cuts), which completely illustrate such items presented for formal approval. Such approval shall not change the requirements for a certified test report, materials certificate and certificate of compliance as may be called for.

All material certificates, shop drawings and/or catalog cuts shall be submitted at one time.

1. Fencing and gates
2. Plant material source

13. CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES

It shall be the Contractor's responsibility to contact Call-Before-You-Dig prior to beginning the work. Protection of existing utilities shall be provided at no additional cost to OPM. Worker safety shall be considered top priority at all times.

14. PROSECUTION OF WORK

It is the intent of the State that a close liaison be maintained between the Engineer, State and Contractor relative to the scheduling of the Contractor's operations. The intent of this liaison is to allow for continuous performance of the work without delays.

15. LIMITATION OF OPERATIONS

The Contractor shall be allowed to work on Monday through Friday, 7:00 a.m. to 5:00 p.m. unless otherwise approved in advance.

16. SUBSURFACE EXPLORATION

N/A

17. CONTRACT DRAWINGS

Contract drawings for this project are as follows:

1. Title Sheet
2. Existing Conditions Plan
3. Planting Plan

Appendix 15
TECHNICAL SPECIFICATIONS

INTRODUCTION TO THE TECHNICAL SPECIFICATIONS

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

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

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

State, OPM, Secretary

CT OPM or its Engineer, Wetland Scientist, Inspector or other authorized representative or agent of the Owner.

Inspector/Engineer

Engineer, Wetland Scientist, Inspector or other authorized representative or agent of the Owner.

Laboratory

Contractor responsible for conducting and paying for all testing required.

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

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

In the case of any conflicts between the Technical Specifications, Plans, and Standard Specifications, the order of governance in order of descending authority shall be as follows:
1. Technical Specifications, 2. Plans, 3. Standard Specifications.

Applicable sections of Form 816* (and supplements) include, but are not limited to, the following:

<u>Section</u>	<u>Item</u>
2.18	Sedimentation Control Bales
2.19	Sedimentation Control System
9.06	Wire Fence
9.49	Furnishing, Planting and Mulching Trees, Shrubs, Vines and Ground Cover Plants
9.50	Turf Establishment
9.75	Mobilization
M.01	Gradation of Aggregate
M.02	Crusher Run Stone

*Note: Method of Measurement and Basis of Payment do not apply.

SUPPLEMENTAL TECHNICAL SPECIFICATIONS

The following specifications shall supplement the Standard Specifications:

1. Planting Woody Wetland Vegetation
2. Herbivore Protection for Woody Wetland Vegetation
3. Site Restoration
4. Railroad Coordination and Protection of Existing Rail Facilities

1. PLANTING WOODY WETLAND VEGETATION

Description:

This work shall consist of furnishing and planting woody plants as specified and in the locations shown on the plans and in accordance with the project's Wetland Scientist. The Contractor shall continuously coordinate his/her efforts with the Wetland Scientist.

Materials:

Plants

Plant materials shall conform to the stock type as shown on the plans. The container stock shall have been grown in the specified container (or larger when appropriate for the species) long enough and under the proper conditions for new roots to have developed so that the full volume of the soil mass shall retain its shape and hold together when removed from the container and lightly shaken. Plants that can be removed from the container by holding the stem growth and gently pulling on the pot or plants whose root system does not occupy the full volume of the pot may be rejected by the Wetland Scientist without compensation.

All plant material shall be grown from native and indigenous seed stock from the Northeastern U.S. including New England, New York, New Jersey, and Pennsylvania. The Contractor shall furnish certification from the supplier(s) that the plants supplied comply with these specifications. Substitutions must be approved in advance by the Wetland Scientist. No compensation will be

made for plants procured and/or planted prior to source approval or written acceptance of any substitutions.

Fertilizer

Fertilizer shall be a 20-10-5 analysis or an approved equal in accordance with the minimum guaranteed analysis:

Total Nitrogen (N)	20.00%
Available Phosphoric Acid (P_2O_5)	10.00%
Soluble Potash (K_2O)	5.00%

The fertilizer shall be formulated into a tablet form weighing a minimum of ten (10) grams or twenty (20) grams per tablet, as shown in this specification. The fertilizer shall conform to all applicable State and Federal regulations. The fertilizer shall be one hundred percent (100%)-resin coated prills and shall have a commercial designation of 20-10-5 with a controlled release for nitrogen, phosphorous, and potassium of three (3) or four (4) months at the average soil temperature of 70 degrees F. Fertilizer shall be at a rate of 20 grams per plant.

Water

Water shall be fresh water that is free from toxic substances and chemicals that may be injurious to plant growth. Trucks, hoses, and other watering equipment required to transport water from a source to the planting areas shall be included as part of the work in this section, and payment shall be incidental to the work.

Submittals

Within fifteen (15) days of the award of the contract, the successful bidder shall forward in writing a complete listing of the proposed planting materials and the genetic origins of the materials to the following address:

Matthew Sanford
Professional Wetland Scientist
Milone & MacBroom, Inc.
99 Realty Drive
Cheshire, CT 06410

The Wetland Scientist will review these submitted materials. If deficient, as solely determined by the Wetland Scientist, additional information shall be forwarded to the Wetland Scientist. Any problems with obtaining any of the specified plant materials shall be forwarded in writing to the Wetland Scientist. The cause of the acquisition problem(s) shall be discussed in full, and a list of vendors contacted shall be included. The contractor should be aware that more than one (1) vendor may be required to obtain all the necessary plant materials. Suggestions concerning appropriate substitutions may be included with this correspondence, however only the Wetland Scientist may approve such substitutions.

Within fifteen (15) days of the award of the contract, two (2) copies of the confirmed purchase order listing the quantity and species ordered shall be forwarded to the Wetland Scientist. At the same time, a third copy of the purchase order(s) shall be forwarded to the following address:

Ms. Sheila Sullivan
State of Connecticut
Office of Policy and Management
100 Columbus Blvd., Suite 501
Hartford, Connecticut 06103-2819

Only after written approval of the genetic origin of the source material by the Wetland Scientist, shall the Contractor initiate the procurement of the plant material.

Miscellaneous Materials

Each woody wetland plant shall be mulched to a minimum depth of three inches. Mulch shall be either natural wood mulch (non-dyed) and/or straw mulch, as directed by the Wetland Scientist.

Planting zone layout stakes shall be nominal one (1) by two (2)-inch lumber a minimum of three (3) feet in length.

Planting location markers shall be wire stake flags that are lead-free and colorfast.

Construction Methods:

During all phases of this work, including the transport and onsite handling, the plant materials shall be carefully handled and packed to prevent injuries and desiccation. During transit and on-site handling, the plant material shall be kept from freezing and kept moist, cool, protected from the sun. Plants not properly transported, packed or handled, as solely determined by the Wetland Scientist, may be rejected by the Wetland Scientist without compensation and shall be removed from the site by the end of each workday. Plants shall be watered to maintain moist soil and/or plant conditions until accepted.

Inspection

The Contractor shall be responsible for all certificates of inspection of plant materials that may be required by Federal, State, or other authorities to accompany shipments of plants. The successful bidder shall furnish complete information as to the location of all plants that the Contractor intends to supply and use. Any plant delivered to the site that is damaged or desiccated, possesses a dried root system, or does not meet the material specifications shall not be accepted. The Wetland Scientist reserves the right to reject all stock that is found to be unsatisfactory. No payment shall be made for any unsatisfactory materials or materials rejected by the Wetland Scientist. All rejected plant material shall be removed from the project site by the close of the working day.

Notice shall be given to the Wetland Scientist not less than seventy-two (72) hours before the plant material is to be on the project site. Inspections of the plant materials, including the root systems, may be made by the Wetland Scientist.

Schedule

No later than fifteen (15) days prior to the estimated planting date, the Contractor shall submit to the Wetland Scientist an Estimated Planting Schedule. This estimated planting schedule shall include the plant shipping dates from suppliers, plant delivery dates at the wetland restoration site, planting dates for each of the shipments, plant quantities, and an estimate of the planting crew size. The use of multiple plant material shipping dates shall be acceptable. This schedule shall be subject to approval by the Wetland Scientist. The Contractor shall adhere to this schedule unless directed by the Wetland Scientist or as a result of factors beyond the Contractor's control, such as inclement weather.

Plant Handling

If the plants are not planted on the day of delivery, the plants shall be stored onsite in a shaded location or in a well-ventilated vehicle during which time the material shall be kept from freezing and kept covered, moist, cool, and protected from the sun and wind. If not installed on the day of

delivery, all stock shall be covered in mulch, as approved by the Wetland Scientist, until the time of time installation.

Planting Season (Window)

The planting dates for the woody wetland vegetation shall be May 1st through June 20th and/or September 1st through October 31st.

Layout

Prior to planting, the Contractor shall stake all of the planting zones. The layout stake shall be placed at fifty (50) foot intervals along the perimeter of the planting zones and at each corner of the planting zone, or as directed by the Wetland Scientist. The stakes shall be numbered or coded indicating the appropriate zones and species to be planted. The stakes shall be driven firmly into the soil a minimum of twelve (12) inches.

At the same time, the contractor shall install the plant location stakes. Location stakes shall be placed at the locations specified on the plans, or as directed by the Wetland Scientist. The location stakes shall be placed firmly into the soil.

Upon inspection by the Wetland Scientist, the Contractor shall make alterations to the layout as directed by the Wetland Scientist.

Setting Plants

If more than one (1) species is shown per planting zone, the individual species shall be planted randomly mixed within each zone to the maximum extent practicable, as solely determined by the Wetland Scientist. Subdividing mixed planting zones as monocultures shall be strictly prohibited. All stock shall be planted upright. All planting procedures, tools, and methods are subject to approval by the Wetland Scientist.

In order to place the plants at the appropriate depth in the soil, the soil surface shall be opened with a tile spade or other appropriate hand or power tool. For balled and burlap and/or containerized plant stock a hole of sufficient width and depth shall be excavated to allow easy placement of the plant at a depth one (1) to two (2)-inches deeper in the soil than grown in the nursery or source location. Prior to placement of the plant in the planting hole, 100 grams (4 oz.) of a slow release tablet fertilizer shall be placed in the bottom of the planting hole. The Contractor shall remove the plant stock from the burlap and/or container and score the sides of the root ball with a razor and carefully separate the root system to help facilitate growth of the stock. The planting hole shall then be backfilled with the excavated soil and tamped firmly to remove all air pockets and voids. If a soil depression is formed above or immediately adjacent to the planting location, enough soil shall be sloughed from the surrounding areas and firmly tamped into the depression to leave the planting area at the same elevation as the surrounding soil.

In order to preserve surface water quality within the wetlands, all fertilizer shall be placed in the bottom of the planting holes. At no time shall fertilizer be placed in the water column or on top of a soil surface. At the direction of the Wetland Scientist, fertilizer placement shall cease.

Acceptance

The woody wetland plant material shall be evaluated for acceptance thirty (30) days after all the following have been completed or satisfied:

1. The plant material has been installed to the satisfaction of the Wetland Scientist.

2. All specified herbivory prevention measures (protective fencing) have been installed and accepted.
3. No compensation shall be made for the installation, cost of materials or replacement of plants not planted to the satisfaction of the Wetland Scientist, including those plants whose roots are exposed at the time of inspection or those plants subject to desiccation.

Plant material determined to be dead or seriously weakened shall not be accepted, with the exceptions noted herein. If all herbivory prevention measures have been installed on time and as specified and identified on the plans, as solely determined by the Wetland Scientist, those plants absent or damaged via herbivores, as solely determined by the Wetland Scientist, shall be credited for acceptance. Plants that are dead or absent for reasons other than herbivores will not be accepted. If all herbivory prevention measures were not installed on time and as specified and identified on the plans, all absent or seriously damaged plant materials including those damaged or lost to herbivores, as solely determined by the Wetland Scientist, shall not be accepted.

Except as indicated in the previous paragraph, plant material found dead, absent, seriously damaged, weakened or desiccated shall be replaced prior to acceptance at no additional cost to the State. If new materials are required in order to achieve full acceptance, such materials shall be procured and installed by the contractor at no additional cost to the State. Installation of these materials shall not occur until all herbivory prevention measures have been installed or repaired and accepted.

No compensation shall be made for the installation or the cost of the material for plants not properly planted, including those plants whose roots are exposed within the acceptance period.

Plant Establishment Period

The Contractor shall guarantee the plant material stock for one (1) year, with eighty percent (80%) survival. The State may require bonding by the Contractor for full cost of the plant material, labor, all incidental costs associated with the work, and all other associated items, as solely determined by the State. In lieu of bonding, the State may elect to withhold twenty-five (20%) percent of the payment for this work until this survival determination has been made by the State.

The one (1)-year period shall begin at the time of the initial acceptance of the planting, extend six (6) months, and then extend to the next August 15 calendar date, at which time final acceptance will be determined by the State. The State may shorten the length of the plant establishment period or reduce the survival requirements. At the end of the plant establishment period, individual planting zones that do not exhibit the (80%) survival of the plants that were planted in each of the individual planting zones shall be determined to be deficient, as solely determined by the State. The planting zones deemed to be deficient shall be replanted at no costs to the State, as solely determined by the State. The contractor shall be solely responsible for the survival of the planting material. Losses attributed to wildlife herbivory, disease, drought, insect damage, fire, wind, or vandalism **shall not** lower the minimum survival requirements, nor shall such losses be credited against the survivorship requirements. Species selected for replanting shall be determined by the State. The new plantings shall be of a density to comply with the full planting densities shown on the plans, as solely directed by the Wetland Scientist. Materials, installation, and acceptance requirements shall be as originally specified, herein, including all elements and conditions of Subsection Acceptance. During any required replanting, all antiherbivore measures, as identified by the Wetland Scientist, shall be installed and maintained by the Contractor according to the appropriate specifications at no cost to the State.

Replacement Plantings

When requested, the Contractor shall furnish and plant replacement plantings of the species requested by the State at the original unit price bid plus inflation as measured by the Regional

Consumer Price Index for a period of one (1) year following the initial acceptance of the planting (U.S. Department of Commerce).

Method of Measurement and Basis of Payment

Planting Woody Wetland Vegetation will not be measured for payment. The Wetland Scientist shall confirm the quantities of plant and other materials accepted in place. No separate payment shall be made for this work; the cost for such work, including furnishing all plants, labor, materials, tools, equipment, fertilizer, layout/location stakes, plant layout with Wetland Scientist, and incidentals necessary to complete the work shall be included in the lump sum price bid.

2. HERBIVORE PROTECTION FOR WOODY WETLAND VEGETATION

Description:

This work shall consist of furnishing herbivory protective measures (deer fence) for the newly planted woody wetland vegetation, as hereinafter specified, and as shown on the plans and as directed by the Wetland Scientist. This work will also include complete removal and disposal of the herbivore protection upon final acceptance of the work and following the plant establishment period. Removal of the fencing shall be performed within fourteen (14) days of final written acceptance and direction by the Wetland Scientist or OPM.

Materials:

Prior to planting woody wetland vegetation the Contractor shall install a polypropylene fence barrier around the perimeter of the woody wetland vegetation planting area. The fence shall be a minimum of seven (7) feet in height and shall be attached to existing trees and/or new fence posts. Contractor shall install new fence posts as required and fence posts shall be a minimum of ten (10) feet in length per the plan details. The fence shall be anchored to the ground by galvanized steel anchoring pins or approved equal.

Construction Methods:

The herbivory protection measures shall be constructed in the location and as shown on the plans. The fence location will parallel distinct site features including a stream, existing fence and tree lines. The Contractor shall walk the site with the Wetland Scientist to flag the location of the herbivory protective measures. Fencing shall be installed firmly and plumb to the vertical. Post spacing indicated on the plans should be considered approximate and shall be adjusted as necessary to provide for stability of the fencing to the satisfaction of the Wetland Scientist. Non-continuous sections of polypropylene shall be overlapped to the satisfaction of the Wetland Scientist. Fence posts shall be driven or installed a minimum of two feet (2') below grade. Spacing of galvanized steel anchoring pins shall prevent the passage of herbivores and shall be to the satisfaction of the Wetland Scientist. Wood fence posts shall be pressure treated. The Contractor shall erect a means for access for the purpose of on-going inspection of the plantings. Such access shall provide the same level of protection as the fixed barrier. The Contractor shall take care to avoid damage to existing trees when installing and removing fencing.

Method of Measurement and Basis of Payment:

Herbivore Protection will not be measured for payment. The Wetland Scientist shall confirm the quantity and location of protective barrier and other materials accepted in place. No separate payment shall be made for this work; the cost for such work, including furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the work shall be included in the lump sum price bid.

3. SITE RESTORATION

Description:

This work shall include restoration of any areas or site features disturbed as a result of the Contractor's access and performance of the work.

Materials and Construction Methods:

Materials for this work shall be similar to existing conditions and shall be approved by the Wetland Scientist or the State.

Seed mix to be used for restoration of disturbed ground areas shall be approved by the Wetland Scientist and applied per the manufacturer's recommendations. Seed shall be mulched for proper germination.

Repair/ in-kind replacement of an existing wire fence at the site access shall be performed by the Contractor. At a minimum, a ten foot section of existing wire fence shall be replaced with the installation of two pressure treated posts driven a minimum of 2 feet and matching the height of the existing adjacent fencing.

Method of Measurement and Basis of Payment:

Site Restoration will not be measured for payment. No separate payment shall be made for this work; the cost for such work, including furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the work shall be included in the lump sum price bid.

4. RAILROAD COORDINATION AND PROTECTION OF EXISTING RAIL FACILITIES

Description:

This work shall include coordination with ConnDOT Office of Rail and Central New England Railroad Company necessary for execution of the work. This work shall also involve placing, maintaining and removal of rail protective measures as detailed on the plans and in these specifications.

Materials:

All materials for this work shall be furnished in accordance with applicable sections of Form 816 and supplements or as specified herein.

Traprock stone shall meet the requirements of DOT crusher run stone (1 ¼ inch) per Form 816.

Construction Methods:

Right-of-Entry

The Contractor shall obtain a Right-of-Entry permit prior to beginning any work requiring access to the site via the rail right-of-way. The Contractor shall notify ConnDOT Office of Rail and Central New England Railroad in advance of the work. Copies of all correspondence shall be immediately furnished to the State (OPM) and Engineer.

Contact Information:

ConnDOT Office of Rail:

Ronald Boremski 203-789-7189 ronald.boremski@po.state.ct.us

Central New England Railroad:

A.J. Bellevue 860-666-1636 support@cnzrrr.com
860-841-2802 (mobile no.)

The Contractor will be required to furnish a signed copy of the State's CON-32 Insurance Certificate Form and will be required to carry Commercial General Liability in the amount of \$1,000,000 for each accident or occurrence and to an aggregate amount of \$2,000,000.

Protection of Rail Facilities

Care shall be taken to prevent damage to existing facilities within the railroad right-of-way, including but not limited to existing culverts, tracks, ties, ballast, etc. The Contractor shall be responsible for any damage to existing rail facilities resulting from his/her operations. Any damage shall be repaired immediately at the Contractor's sole expense. The Contractor will be allowed to cross the unprotected rail with lightweight rubber-tired All Terrain Vehicles and similar equipment only. Access to the site for planting will be via an existing gravel drive which parallels the track. Care must be exercised to minimize disturbance to the driveway and adjacent areas. The contractor shall limit the size of equipment and vehicles so as to avoid the need for widening the existing gravel access road.

Other rubber-tired equipment or vehicles such as pick-up trucks and small backhoe or skid-steer type landscape equipment will be allowed to pass over the track after suitable protective measures have been implemented per the details contained within the plans or these specifications. Traprock stone may be used to permit a temporary riding surface over existing rails. The dimensions for such measures shall be in accordance with the plans and details. All traprock stone or other materials placed within the rail right-of-way shall be removed within 72 hours of completion of the work and to the satisfaction of ConnDOT and Central New England Railroad Company.

The Contractor may pursue the railroad for delivery of plant stock and equipment to the site via rail. Coordination for such activity will be the Contractor's responsibility. This does not preclude the Contractor from implementing rail protective measures if required.

Any alternative methods for access must be approved by ConnDOT, Central New England Railroad and the State (OPM) prior to implementation. Alternative means may be considered at no additional cost to the State.

No material shall be stockpiled within the railroad right-of-way. The right-of-way shall remain clear of construction-related debris.

The Contractor shall keep ConnDOT and Central New England Railroad informed of his/her progress and the overall project schedule.

Protection of Existing Utilities

The Contractor shall contact Buckeye Pipe Line Company; Mr. Roy R. Haase, Jr. at 484-232-4545 prior to beginning work. Buckeye's pipeline follows the rail right-of-way, paralleling the track. Care must be taken to avoid damage to the pipe. Heavy equipment shall not be driven or placed over the pipe. It will be the Contractor's responsibility to contact Call-Before-You-Dig. The pipeline must be marked-out in the field prior to commencing work. The Contractor will be responsible for any measures to protect the pipe from damage during his/her operations.

Protection of the Environment

Protection of the environment (adjacent wetlands) shall be a prime consideration when placing such material. Sediment controls shall be maintained while the temporary protective measures are in use and until such material is removed from the site.

Appendix 16

Project: Somers Wetland Reforestation

**Minimum Rates and Classifications
for Heavy Construction**

H 11114

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

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

Project Number:

Project Town: Enfield

FAP Number:

State

Project: Somers Wetland Reforestation

CLASSIFICATION

Hourly Rate

Benefits

01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 7**

1) Boilermaker	\$31.65	8.72 + 32%
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	\$31.00	17.89
2) Carpenters, Piledrivermen	\$27.90	16.96

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2a) Diver Tenders	\$27.90	16.96
3) Divers	\$36.36	16.96
4) Painters: Brush, Roller, Blasting (Sand, Water, etc.), Spray	\$37.65	14.20
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)	\$34.40	18.57
6) Ironworkers: (Ornamental, Reinforcing, Structural, and Precast Concrete Erection	\$31.80	23.18
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)	\$35.37	19.71
----LABORERS----		
8) Group 1: Laborer (Unskilled)	\$23.25	14.00

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9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen.	\$23.50	14.00
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10) Group 3: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license)	\$23.60	14.00
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11) Group 4: Jackhammer/Pavement breaker (handheld), mason tenders/catch basin builders, asphalt rakers, air track operators, block pavers and curb setters.	\$23.75	14.00
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12) Group 5: Toxic waste workers (non-mechanical systems).	\$25.25	14.00
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13) Group 6: Blasters	\$25.00	14.00
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Group 7: Asbestos Removal, non-mechanical systems (does not include leaded joint pipe).	\$24.25	14.00
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Group 8: Traffic control signalmen.	\$15.00	14.00
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----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.----

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13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	\$27.50	14.00 + a
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13b) Brakemen, Trackmen	\$26.70	14.00 + a
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----CLEANING, CONCRETE AND CAULKING TUNNEL----

14) Concrete Workers, Form Movers, and Strippers	\$26.70	14.00 + a
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15) Form Erectors	\$26.98	14.00 + a
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----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	\$26.70	14.00 + a
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17) Laborers Topside, Cage Tenders, Bellman	\$26.60	14.00 + a
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18) Miners	\$27.50	14.00 + a
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----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED
AIR: ----

19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	\$32.78	14.00 + a
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20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	\$31.12	14.00 + a
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21) Mucking Machine Operator	\$33.45	14.00 + a
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----TRUCK DRIVERS----(*see note below)

Two axle trucks	\$26.18	12.47 + a
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Three axle trucks; two axle ready mix	\$26.28	12.47 + a
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Three axle ready mix	\$26.33	12.47 + a
Four axle trucks, heavy duty trailer (up to 40 tons)	\$26.38	12.47 + a
Four axle ready-mix	\$26.43	12.47 + a
Heavy duty trailer (40 tons and over)	\$26.63	12.47 + a
Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	\$26.43	12.47 + 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.	\$33.05	16.90 + a
Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer)	\$32.73	16.90 + a

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Group 3: Excavator; 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.).	\$31.99	16.90 + a
Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	\$31.60	16.90 + a
Group 5: Specialty Railroad Equipment; 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" Mandrell)	\$31.01	16.90 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	\$31.01	16.90 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	\$30.70	16.90 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Maching (24" and Under Mandrel).	\$30.36	16.90 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	\$29.96	16.90 + 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).	\$29.53	16.90 + a

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Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc..	\$27.49	16.90 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	\$27.49	16.90 + a
Group 12: Wellpoint Operator.	\$27.43	16.90 + a
Group 13: Compressor Battery Operator.	\$26.85	16.90 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	\$25.71	16.90 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	\$25.30	16.90 + a
Group 16: Maintenance Engineer.	\$24.65	16.90 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	\$28.96	16.90 + a

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Group 18: Power Safety Boat; Vaccum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	\$26.54	16.90 + a
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****NOTE: SEE BELOW**

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

20) Lineman, Cable Splicer, Dynamite Man	\$35.65	10.70 + 6.25%
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21) Heavy Equipment Operator	\$22.09	10.70 + 6.25%
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22) Equipment Operator, Tractor Trailer Driver, Material Men	\$30.30	10.70 + 6.25%
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23) Driver Groundmen	\$26.74	10.70 + 6.25%
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----LINE CONSTRUCTION----

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24) Driver Groundmen	\$25.99	10.70 + 6.25%
25) Groundmen	\$19.06	10.70 + 6.25%
26) Heavy Equipment Operators	\$31.19	10.70 + 6.25%
27) Linemen, Cable Splicers, Dynamite Men	\$34.65	10.70 + 6.25%
28) Material Men, Tractor Trailer Drivers, Equipment Operators	\$29.45	10.70 + 6.25%

As of: 7/2/2008

Project: Somers Wetland Reforestation

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*

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

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 each 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.ct.gov/dol.

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.

As of: 7/2/2008

Project: Somers Wetland Reforestation

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.:
extra (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.

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

As of: 7/2/2008

Appendix 17
Drawings – Sheets 1 through 3

These sheets are available on OPM's website at:

[http://www.ct.gov/opm/cwp/view.asp?a=3006&Q=383284&opmNav
GID=1386&opmNav=](http://www.ct.gov/opm/cwp/view.asp?a=3006&Q=383284&opmNavGID=1386&opmNav=)

SOMERS WETLAND REFORESTATION PROJECT

SOMERS, CONNECTICUT

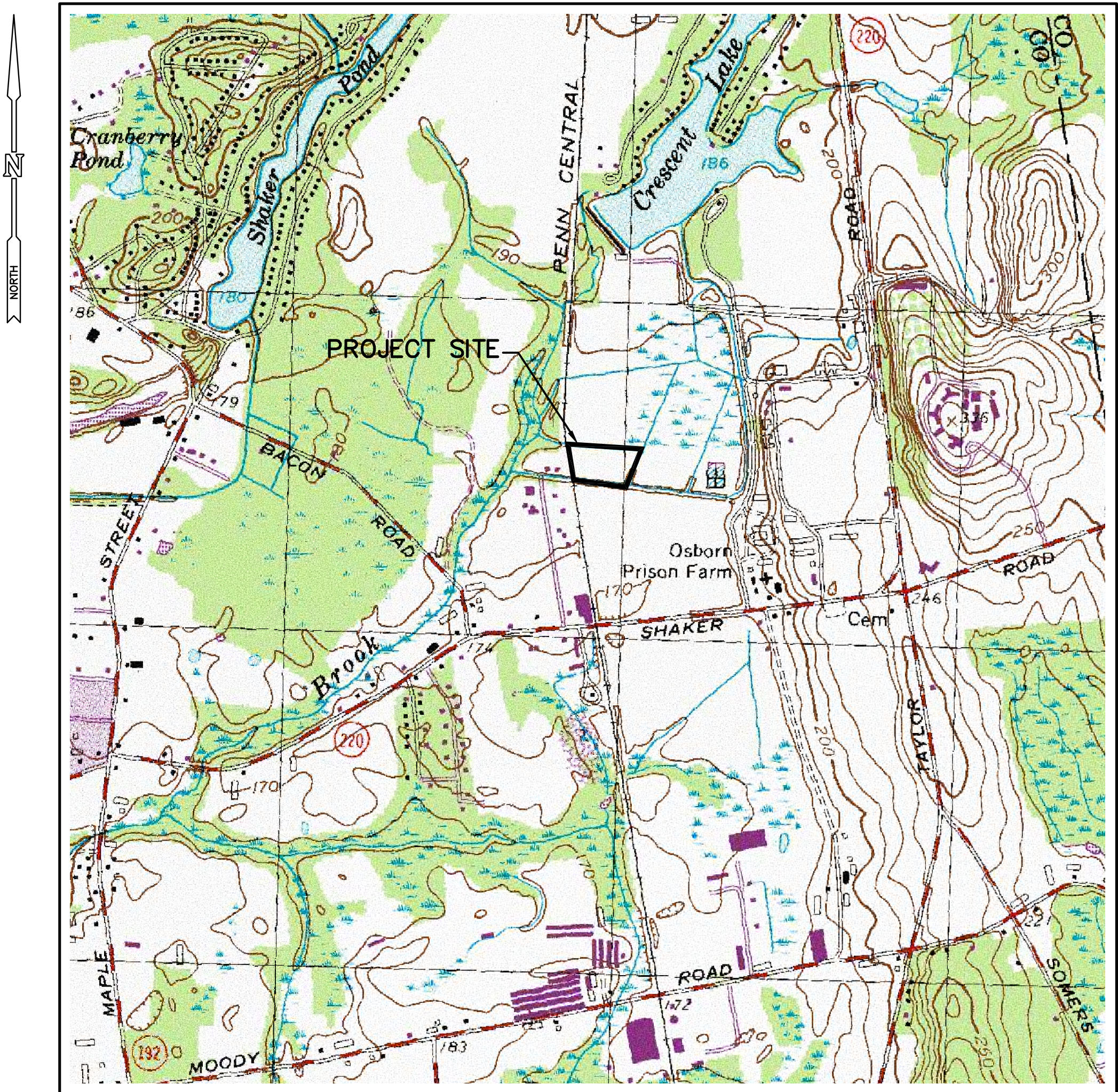
BID DOCUMENTS

MMI PROJECT NO. 3097-01-21

MAY, 2008

GENERAL NOTES

- 1. INFORMATION REGARDING THE LOCATION OF EXISTING UTILITIES HAS BEEN BASED UPON AVAILABLE INFORMATION AND MAY BE INCOMPLETE, AND WHERE SHOWN SHOULD BE CONSIDERED APPROXIMATE. THE LOCATION OF ALL EXISTING UTILITIES SHOULD BE CONFIRMED PRIOR TO BEGINNING CONSTRUCTION. CALL "CALL BEFORE YOU DIG", 1-800-922-4455. ALL UTILITY LOCATIONS THAT DO NOT MATCH THE VERTICAL OR HORIZONTAL CONTROL SHOWN ON THE PLANS SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE ENGINEER FOR RESOLUTION.
- 2. THE FOLLOWING CONTACT INFORMATION IS TO BE USED FOR RAILROAD COORDINATION: A.J. BELLEVUE AT 860-666-1636.
- 3. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE LAYOUT AND INSPECTION WITH THE WETLAND SCIENTIST.
- 4. PLANT SOURCE SUBMITTALS MUST BE APPROVED PRIOR TO PROCUREMENT.



PROJECT SITE VICINITY MAP:

MILONE & MACBROOM®
Engineering,
Landscape Architecture
and Environmental Science

99 Realty Drive
Cheshire, Connecticut 06410
(203) 271-1773 Fax (203) 272-9733
www.miloneandmacbroom.com

• **PREPARED FOR:**

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
100 COLUMBUS BOULEVARD
SUITE 501
HARTFORD, CT 06103

LIST OF DRAWINGS:

<u>SHEET NO.</u>	<u>DRAWING TITLE</u>
1	TITLE SHEET
2	EXISTING CONDITIONS PLAN
3	PLANTING PLAN



10' MAX.

10'

7' FENCE HEIGHT

2'

POLYPROPYLENE DEER FENCE
¾" X 1" MESH SIZE

4"x4" PRESSURE TREATED WOOD POST

EXISTING GRADE

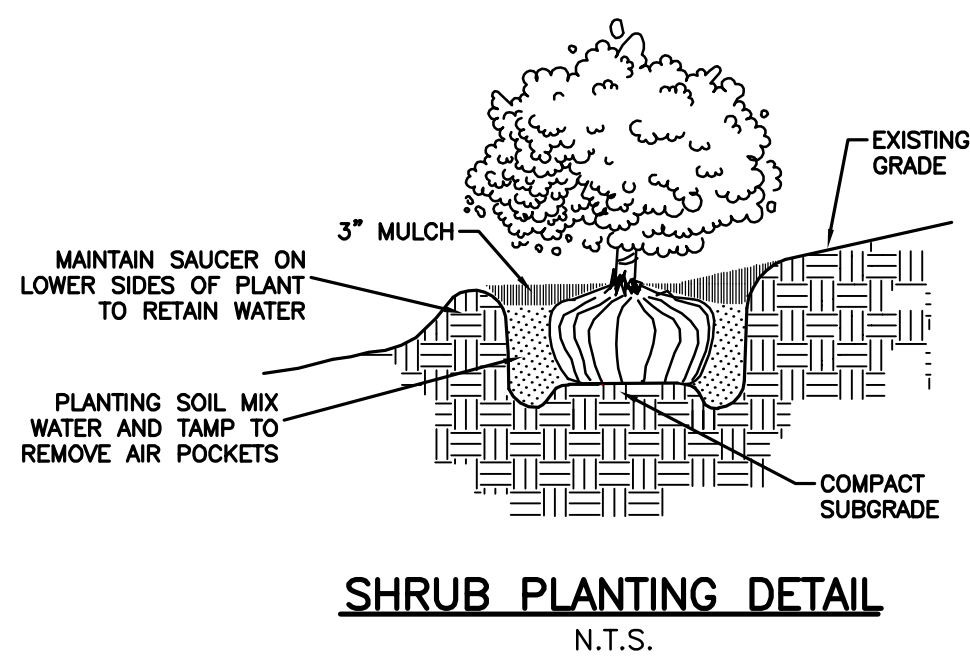
EXISTING GRADE

GALVANIZED STEEL ANCHOR STAPLER

WOOD POST BURIED A MINIMUM OF TWO FEET BELOW EXISTING GRADE

7' HIGH POLYPROPYLENE DEER FENCE

NOT TO SCALE



*Engineering,
Landscape Architecture
and Environmental Science*

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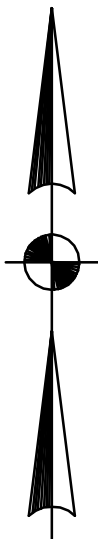
99 Realty Drive
Cheshire, Connecticut 06410
(203) 271-1773 Fax (203) 272-9753
www.miloneandmacbroom.com

[illegible]

PROPOSED PLANTINGS, NOTES, & DETAILS

SOMERS WETLAND REFORESTATION PROJECT
STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
SOMERS, CONNECTICUT

MS DESIGNED	TEB DRAWN	MS CHECKED
SCALE AS NOTED		
DATE MAY 2008		
PROJECT NO. 3097-01		



EXISTING CONDITIONS
SCALE: ±1"=100'

EXISTING CONDITIONS
SOMERS WETLAND REFORESTATION PROJECT
STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
SOMERS, CONNECTICUT

MS DESIGNED	TEB DRAWN	MS CHECKED
SCALE: +/- 1"=100'		
DATE: MAY 2008		
PROJECT NO. 3097-01		

REVISIONS
