

INVITATION TO BID  
SP-11 Rev. 11/10  
(Prev. Rev. 10/07)

**Janet DelGreco Olson**  
Contract Specialist

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Telephone Number

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Fax Number

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT SERVICES**  
165 Capitol Avenue, 5<sup>th</sup> Floor South  
HARTFORD, CT 06106-1659



**NOTICE TO VENDORS:** Logon to the DAS web page,  
click on **Subscribe** (in the right-hand column) and  
complete the form to automatically receive notification  
of new Bids & RFP's **via e-mail**.

<http://www.das.state.ct.us/cr1.aspx?page=8>

DAS CT State Web Site

## Invitation to Bid

*SPECIFICATIONS & BID DOCUMENTS ATTACHED*

Bid Number: **10PSX0309** Bid Opening Date & Time: **11 January 2011 at 10:00 AM**

Bid Description: **Furnishing and Applying Ultra Thin Hot Mix Asphalt Materials**

*Special Instructions:* **Provide Excel Spreadsheet on CD or disc as instructions indicate.**

**Bring hand-delivered bids to:**

**DAS Procurement Services, Room 161, 165 Capitol Avenue, Hartford, CT between 1:30 and 2:00**

If you hand deliver a bid to DAS Procurement Services at any other time, please call (860)713-5095 for further instruction.

Vendors cannot enter state buildings without a valid photo ID.

This contract replaces the following contract award(s) in part or in total: **09PSX0388**

**SEALED BID NO.: 10PSX0309**

**NOT TO BE OPENED UNTIL: 11 January 2011  
10:00 AM**

**Return Bid To:**

PROCUREMENT SERVICES  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
STATE OF CONNECTICUT  
165 CAPITOL AVE 5<sup>th</sup> FLOOR SOUTH  
HARTFORD CT 06106-1659

**BID**

***NOTE: Always use mailing label at left on  
all packages when returning the  
ORIGINAL & ONE COPY of your bid  
response.***

Bids must be time & date stamped by  
DAS Procurement Personnel.

Bids cannot be accepted  
after specified Bid Opening Time.

**Allow sufficient time if mailing your bid.**

Mailing your Bid to DAS Procurement is  
preferred. If hand-delivering your bid,  
see above instructions.

**STATE OF CONNECTICUT  
BIDDER'S CHECKLIST**

<b>Bid Number:</b> <b>10PSX0309</b>
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**READ CAREFULLY**

*IT IS SUGGESTED THAT YOU REVIEW AND CHECK OFF EACH ACTION AS YOU COMPLETE IT.*

1. \_\_\_ The Bid, (SP-26) must be signed by a duly authorized representative of the company. Unsigned bids may be rejected.
2. \_\_\_ A **Completed Printed Original** of the **Price Schedule** (Exhibit B/SP-16) **must be included** with your bid and contain the following:
  - a. \_\_\_ VENDORS NAME **MUST BE** IN THE UPPER RIGHT CORNER OF ALL PRICE SCHEDULE PAGES.
  - b. \_\_\_ The bid prices you have offered have been reviewed and verified.
  - c. \_\_\_ Excel Spreadsheet must be saved in Excel format only on cd or disc and submitted with bid.
  - d. \_\_\_ The price extensions and totals have been checked. (In case of discrepancy between unit prices and total prices, the unit price will govern the bid evaluation).
  - e. \_\_\_ Any errors, alterations, corrections or erasures to unit prices, total prices, etc. **must be initialed** by the person who signs the bid proposal or his designee. Such changes made and not initialed mean automatic rejection of bid.
  - f. \_\_\_ The payment **terms are Net 45 Days** (*You may offer cash discounts for prompt payment*). Net Terms for periods less than 45 days (Ex. Net 30) may result in bid rejection. *Exception: State of CT Small Business Set-Aside bids payment terms shall be in accordance with CGS 4a-60j.*
  - g. \_\_\_ The **delivery information** block has been completed. Be specific: In most cases, "as ordered" or "as required" is not complete information.
3. \_\_\_ Any technical or descriptive literature, drawing or bid samples that are required have been included with the bid.
4. \_\_\_ Affidavits, notarized if required, are included with the bid.
5. \_\_\_ The Employment Information Form (DAS-45) must be completed entirely regardless of the number of employees, even if the company is family owned and/or operated and must be submitted with each bid or bid may be rejected.
6. \_\_\_ All Addenda (SP-18) to the bid have been signed and included.
7. \_\_\_ MAKE SURE TO INCLUDE THE ORIGINAL PRICE SCHEDULE PAGES (Exhibit B/SP-16) ALONG WITH ONE COPY.
8. \_\_\_ The bid number on the pre-addressed mailing label or on your hand marked return envelope exactly matches the bid number inside the envelope.
9. \_\_\_ The pre-addressed mailing label has been used on your bid envelope or the bid envelope has been:
  - a. \_\_\_ marked with the Bid Number and Bid Opening Date &
  - b. \_\_\_ addressed to:

State of Connecticut  
Department of Administrative Services  
Procurement Services  
165 Capitol Avenue, 5th floor  
Hartford, CT 06106-1659
10. \_\_\_ The bid is mailed or hand-delivered in-time to be received and date/time stamped by DAS Procurement no later than the designated opening date and time. **Late bids are not accepted under any circumstances.** Allow ample time if mailing in your bid. Hand-delivered bids must be delivered to DAS Procurement Services, Room 161, 165 Capitol Ave, Hartford, CT, between 1:30 and 2:00. Call (860)713-5095 for further instruction if hand-delivering at any other time.
11. \_\_\_ **Do not return** pages that you are not quoting on. **THIS FORM IS NOT TO BE RETURNED WITH YOUR BID.**

BID  
 SP-26 Rev. 5/10  
 Prev. Rev. 9/09a

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT DIVISION**

**Janet DelGreco Olson**  
 Contract Specialist  
**(860)713-5079**  
 Telephone Number

**165 Capitol Avenue, 5<sup>th</sup> Floor South**  
**HARTFORD, CT 06106-1659**

BID NO. <b>10PSX0309</b>
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**Read & Complete**  
**Carefully**

Page 1 of 3

BID NO: <b>10PSX0309</b>	BID DUE DATE: <b>11 January 2011</b>	BID DUE TIME: <b>10:00 AM</b>	BID SURETY: <b>\$0.00</b>	DATE ISSUED: <b>7 December 2010</b>
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DESCRIPTION: <b>Furnishing and Applying Ultra Thin Hot Mix Asphalt Materials</b>	
FOR: <b>Department of Transportation, All Using State Agencies, and Political Subdivisions</b>	TERM OF CONTRACT <b>Date of Award through December 31, 2011</b>
Agency Requisition Number(s): <b>0000047717</b>	

**INVITATION FOR BIDS:** Pursuant to the provisions of Section 4a-57 of the Connecticut General Statutes as amended, Procurement Services is soliciting bids for the State of Connecticut, at the address above for the furnishing of the subject commodities and/or services to state agencies.

**IMPORTANT: ALL pages of this form, Sections 1 through 4 must be completed, signed and returned by the bidder as part of the bid package. Failure to submit all pages of this form may constitute grounds for rejection of your bid.**

Section 1 of 4 - **BIDDER INFORMATION**

COMPLETE BIDDER LEGAL BUSINESS NAME:  PRINCIPAL PLACE OF BUSINESS:	Taxpayer ID # (TIN): <input type="checkbox"/> SSN <input type="checkbox"/> FEIN   WRITE/TYPE SSN/FEIN NUMBER ABOVE
BUSINESS NAME , TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE)  PRINCIPAL PLACE OF BUSINESS (IF DIFFERENT FROM ABOVE)	
BUSINESS ENTITY: <input type="checkbox"/> LLC <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP (ATTACH NAMES AND TITLES OF ALL PARTNERS) <input type="checkbox"/> GOVERNMENT <input type="checkbox"/> CORPORATION TYPE OF CORPORATION: - STATE ORGANIZED IN:	
<b>NOTE: IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL'S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME BLOCK ABOVE.</b>	
BUSINESS TYPE: A. SALE OF COMMODITIES B. MEDICAL SERVICES C. ATTORNEY FEES D. RENTAL OF PROPERTY (REAL ESTATE & EQUIPMENT) E. OTHER (DESCRIBE IN DETAIL)	
UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE)	
UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE)	
<b>AFFIRMATION OF BIDDER:</b> The above named bidder fully acknowledges and agrees with all of the terms and conditions contained in this Bid Form SP-26, the accompanying invitation to bid, Form SP-19, entitled Standard Bid Terms and Conditions and Contract #10PSX0309. Further, if the above named bidder is awarded a contract for the goods and/or services called for in the invitation to bid, the bidder's signature on this Bid Form SP-26 shall mean that the bidder shall be bound by and perform fully in accordance with all of the terms and conditions set forth in the invitation to bid, Form SP-19 and Contract #10PSX0309 as if the bidder had actually executed Form SP-19 and Contract #10PSX0309 itself.	
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS ON BEHALF OF THE ABOVE NAMED BIDDER <p align="center">← SIGN HERE</p>	DATE EXECUTED
TYPE OR PRINT NAME OF AUTHORIZED PERSON	TITLE OF AUTHORIZED PERSON

BID  
SP-26 Rev. 5/10  
Prev. Rev. 9/09a

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BID NO.  
**10PSX0309**

**Read & Complete**  
**Carefully**

Page 2 of 3

Section 1 of 4 - **BIDDER INFORMATION** (CONTINUED)

BIDDER ADDRESS	STREET	CITY	STATE	ZIP CODE
Add Additional Business Address information on back of this form, if needed.				

BIDDER E-MAIL ADDRESS	BIDDER WEB SITE
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**REMITTANCE INFORMATION:** INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS.  SAME AS BIDDER ADDRESS ABOVE.

REMIT ADDRESS	STREET	CITY	STATE	ZIP CODE
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**Notice:** Provision pursuant to Section #35. Notice, for all communications as required by Section #35 of Contract 10PSX0309, provide the Bidder Contact Information below.

BIDDER CONTACT INFORMATION: NAME (TYPE OR PRINT)

BIDDER ADDRESS	STREET	CITY	STATE	ZIP CODE
Add Additional Bidder Contact & Address information on back of this form, if needed.				

1 <sup>ST</sup> BUSINESS PHONE:	Ext. #	HOME PHONE:
2 <sup>ND</sup> BUSINESS PHONE:	Ext. #	1 <sup>ST</sup> PAGER:
CELLULAR:		2 <sup>ND</sup> PAGER:
1 <sup>ST</sup> FAX NUMBER:		TOLL FREE PHONE:
2 <sup>ND</sup> FAX NUMBER:		TELEX:

IS YOUR BUSINESS **CURRENTLY** A DAS *CERTIFIED* SMALL BUSINESS ENTERPRISE?  YES (*ATTACH CERTIFICATE COPY TO BID*)  NO

IS YOUR BUSINESS A MICROBUSINESS?  YES  NO

IF YOU ARE A **STATE EMPLOYEE**, INDICATE YOUR POSITION, AGENCY & AGENCY ADDRESS.

**PURCHASE ORDER DISTRIBUTION:**  
(E-MAIL ADDRESS)

**NOTE:** THE E-MAIL ADDRESS INDICATED IMMEDIATELY ABOVE WILL BE USED TO FORWARD PURCHASE ORDERS TO YOUR BUSINESS.

**ADD FURTHER BUSINESS ADDRESS, E-MAIL & CONTACT INFORMATION ON SEPARATE SHEET IF REQUIRED**



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BID NO.  
**10PSX0309**

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Page 3 of 3

Section 2 of 4 - **RESIDENT BIDDERS**

In accordance with C.G.S. § 4e-48, "resident bidder" means a business that submits a bid in response to an invitation to bid by a state contracting agency has paid unemployment taxes or income taxes in Connecticut during the twelve calendar months immediately preceding submission of this bid, has a business address in the state and has affirmatively claimed such status in the bid submission.

The above signed bidder affirmatively claims that the bidder has paid unemployment taxes or income taxes in Connecticut during the twelve calendar months immediately preceding this bid submission.

YES  NO

The above signed bidder affirmatively claims that the bidder has a business address in the State of Connecticut.

YES  NO

If Yes, List Connecticut Business Address:

The above signed bidder affirmatively claims the status of a resident bidder.

YES  NO

Section 3 of 4 - **BIDDER DEBARMENT AND/OR SUSPENSION**

Has the bidder, any company official, or any subcontractor to the bidder, received any notices of debarment and/or suspension from contracting with the State of Connecticut, the Federal Government or any governmental entity?

YES  NO

The above signed bidder further affirms and declares that neither the bidder and/or any company official nor any subcontractor to the bidder and/or any company official has received any notices of debarment and/or suspension from contracting with other states within the United States.

YES  NO

If the above signed bidder, any company official or any subcontractor to the bidder *has* received notices of debarment and/or suspension from contracting with the State of Connecticut, the Federal Government or any governmental entity, said notices must be attached to this document when submitting this proposal.

Number of notices attached \_\_\_\_\_

Section 4 of 4 - **OTHER INFORMATION**

Refer to "Guidance for Vendor Authorizations" at:

[http://das.ct.gov/Purchase/Info/Vendor\\_Authorization\\_and\\_Guidance\\_081106.pdf](http://das.ct.gov/Purchase/Info/Vendor_Authorization_and_Guidance_081106.pdf)

Refer to "Guide to the Code of Ethics for Current or Potential State Contractors" at:

[http://www.ct.gov/ethics/lib/ethics/guides/contractors\\_guide\\_09\\_final.pdf](http://www.ct.gov/ethics/lib/ethics/guides/contractors_guide_09_final.pdf)

**STATE OF CONNECTICUT**  
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**165 Capitol Avenue, 5<sup>th</sup> Floor South**  
**HARTFORD, CT 06106-1659**

BID NO.:  
**10PSX0309**

**Janet DelGreco Olson**  
*Contract Specialist*  
**(860)713-5079**  
*Telephone Number*

**Standard Bid Terms and Conditions - Page 1 of 3**

**The following Terms and Conditions govern the Invitation To Bid issued by the Department of Administrative Services (DAS). Incorporated by reference into these Terms and Conditions are applicable provisions of the Connecticut General Statutes, including but not limited to, those in Title 4a, Chapter 58 and applicable provisions of the Regulations of Connecticut State Agencies, including but not limited to, those that begin with and follow Section 4a-52-1.**

**Bidders shall comply with the statutes and regulations as they exist on the date of their bid and as they may be modified from time to time during the term of the contract, as it may be amended.**

**Submission of Bids**

1. Bids must be submitted on forms supplied by DAS and must be submitted no later than the date and time specified in the Invitation To Bid. Telephone or facsimile bids will not be accepted in response to an Invitation To Bid.
2. Bids received after the time and date of bid opening specified in each Invitation To Bid shall not be accepted for consideration and shall be returned unopened. Bid envelopes must clearly indicate the bid number as well as the date and time of the opening of the bid. The name and address of the Bidder should appear in the upper left hand corner of the envelope.
3. Incomplete bid forms may result in the rejection of the bid. Amendments to bids received by DAS after the time specified for opening of bids shall not be considered. An original and one copy of the Price Schedule shall be returned to DAS. Bids shall be computer prepared, typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. All bids shall be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids may be rejected. Errors, alterations or corrections on both the original and one copy of the Price Schedule to be returned must be initialed by the person signing the bid or their authorized designee. If an authorized designee initials the correction, there must be written authorization from the person signing the bid to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of bid for those items erased, altered or corrected and not initialed.
4. Conditional bids are subject to rejection in whole or in part. A "conditional bid" is defined as one limiting or modifying any of the terms and conditions and/or specifications of the Invitation to Bid.
5. Alternate bids will not be considered unless the Invitation To Bid specifically requests alternate bids. An alternate bid is one which is submitted in addition to and is not dependent upon the bidder's primary response to the Invitation To Bid.
6. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Prices should be extended in decimal form, not fractions, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Invitation To Bid, and subject only to cash discount.

7. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices.

8. All bids will be opened and read publicly on the date specified in the Invitation To Bid and, upon award, are subject to public inspection.

9. The Bidder fully acknowledges and agrees with all of the terms and conditions contained in this Bid Form SP-19, the accompanying Invitation To Bid, Form SP-26, and Contract #10PSX0309. Further, if the bidder is awarded a contract for the goods and/or services called for in the Invitation To Bid, the bidder's signature on Bid Form SP-26 shall mean that the bidder shall be bound by and perform fully in accordance with all of the terms and conditions set forth in the Invitation To Bid, this Form SP-19 and Contract #10PSX0309 as if the bidder had actually executed Form SP-19 and Contract #10PSX0309 itself.

**Guaranty or Surety**

10. Bid and or performance bonds may be required. Bonds must meet the following requirements: Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all the partners and indicate they are "doing business as"; Individual - must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

**Samples**

11. The quality of accepted bid samples does not supersede specifications for quality in the Invitation to Bid unless the sample is superior in quality. All deliveries shall have at least the same quality as the accepted bid sample.

12. Samples are furnished free of charge. Bidders must indicate if their return is desired, which DAS shall do provided that they are returned at Bidder's sole cost and expense, FOB Bidder's destination, and that they have not been made useless by testing. If they are made useless by testing, the State may dispose of the samples as it deems to be appropriate. Samples may be held for comparison with deliveries.

**Award**

13. Award of a contract will be made to the lowest responsible qualified bidder and shall be based on quality of the goods or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility.

**Do not return with bid**

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT DIVISION**  
**165 Capitol Avenue, 5<sup>th</sup> Floor South**  
**HARTFORD, CT 06106-1659**

BID NO.:  
**10PSX0309**

**Janet DelGreco Olson**  
*Contract Specialist*  
**(860)713-5079**  
*Telephone Number*

**Standard Bid Terms and Conditions - Page 2 of 3**

14. DAS may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.

15. DAS may correct inaccurate awards resulting from clerical or administrative errors.

16. Bidders have ten days after notice of award of the contract to refuse acceptance. After ten days the contract will be binding on the Contractor. If the Contractor rejects the award within the ten day period, DAS will award the contract to the next lowest responsible qualified bidder.

**Other Requirements**

17. Section 4a-81 (the "Act") of the Connecticut General Statutes requires that the Invitation to Bid of which these Terms and Conditions are a part include a notice of the consulting affidavit requirements described in the Act. Accordingly, pursuant to the Act, vendors are notified as follows:

(a) No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the written affidavit described in subsection (b) of this section.

(b) (1) The chief official of the vendor awarded a contract described in subsection (a) of this section or the individual awarded such contract who is authorized to execute such contract, 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. "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 or 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 Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such affidavit is submitted. (2) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement. (3) Such affidavit shall include the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated. (4) Such affidavit shall be

amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract.

(c) If a vendor refuses to submit the affidavit required under subsection (b) of this section, then the state agency shall not award the Contract to such vendor and shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

18. Section 4-252 (the "Statute") of the Connecticut General Statutes requires that the Invitation to Bid, of which these Terms and Conditions are a part, include a notice of the vendor certification requirements described in the Statute. Accordingly, pursuant to the Statute, vendors are notified as follows:

(a) The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this section shall have the meanings set forth in the Statute.

(b) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this section. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement.

(c) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide:

(1) That no gifts were made between the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or proposal or the negotiation of the contract, or (C) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the contract, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;

(2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

(3) That the person, firm or corporation made the bid or proposal without fraud or collusion with any person.

(d) Any bidder or proposer that does not make the certifications required under subsection (c) of this section shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

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BID NO.:  
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**Standard Bid Terms and Conditions - Page 3 of 3**

(e) The date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement to be covered by the contract is **19 July 2010**.

19. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship. Contractors may not begin to perform under the awarded contract until the Contractor and the State have executed the contract and thereafter the Contractor receives a written purchase order from an appropriate State entity.

20. With regard to a State contract as defined in Section 9-612 of the Connecticut General Statutes 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 Contract Exhibit C, SEEC Form 11.

21. Public Act 07-142 and Public Act 07-245 have amended the nondiscrimination provisions of the Connecticut General Statutes to add civil unions to the existing protected classes and to require State contractors to adopt policies in support of the new statutes by means of a resolution. Accordingly, attached as Form NDC is a form certification that the successful contractor must deliver executed at the time that it executes the Contract. The execution and submittal of this certificate is a condition precedent to the State's executing the Contract, unless the contractor is exempt from this statutory requirement, in which case the contractor must obtain a written waiver from the State's Commission on Human Rights and Opportunities.

**STATE OF CONNECTICUT**  
**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO)**  
**WORKPLACE ANALYSIS AFFIRMATIVE ACTION REPORT**  
**EMPLOYMENT INFORMATION FORM**

**Bid Number:**  
**10PSX0309**

Company Name Street Address City State	Contact Person	Phone Number	Date
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**Report all permanent full-time or part-time employees, including apprentice and on-the-job trainees. Enter the number on all lines and in all columns.**

JOB CATEGORY	A OVERALL TOTALS (Sum of all columns, A-F Male & Female)	B WHITE (NOT OF HISPANIC ORIGIN)		C BLACK (NOT OF HISPANIC ORIGIN)		D HISPANIC		E ASIAN / PACIFIC ISLANDER		F AMERICAN INDIAN OR ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Managers											
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers (Skilled)											
Operatives(Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
<b>TOTALS ABOVE</b>											

Do you use minority businesses as subcontractors or suppliers? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
If CT based, do you post all employment openings with the State of Connecticut Employment Service? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
Do you use an Affirmative Action Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:

Describe your recruitment, hiring, training and promotion anti-discrimination practices.



# 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

\_\_\_\_\_  
Printed Name (of above)

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

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Commissioner of the Superior Court or Notary Public



## STATE OF CONNECTICUT AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

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

### INSTRUCTIONS:

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

### CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

### IMPORTANT NOTE:

Contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

### AFFIRMATION:

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

\* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at [http://www.ct.gov/ethics/lib/ethics/guides/contractors\\_guide\\_09\\_final.pdf](http://www.ct.gov/ethics/lib/ethics/guides/contractors_guide_09_final.pdf)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm or Corporation (if applicable)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

**Department of Administrative Services**  
Awarding State Agency

# STATE OF CONNECTICUT

## Certificate of Compliance with Connecticut General Statute Section 31 - 57b

**Bid Number:**  
10PSX0309

I hereby certify that all of the statements herein contained below have been examined by me, and to the best of my knowledge and belief are true and correct.

The \_\_\_\_\_ **HAS / HAS NOT**  
*Company Name* (Cross out Non-applicable)

been cited for three (3) or more willful or serious or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the bid, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency of court having jurisdiction or **HAS / HAS NOT** (Cross out Non-applicable) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid.

The list of violations (if applicable) is attached.

\_\_\_\_\_  
*(Name of Firm, Organization or Corporation)*

**Signed:**

\_\_\_\_\_  
*Written Signature:*

\_\_\_\_\_  
*Name Typed: (Corporation Seal)*

**Title:**

\_\_\_\_\_  
*(Title of Above Person, typed)*

**Dated:**

\_\_\_\_\_

*State of* \_\_\_\_\_ )

*County of* \_\_\_\_\_ ) **ss:** *A.D., 20* \_\_\_\_\_ )

Sworn to and personally appeared before me for the above, \_\_\_\_\_,  
*(Name of Firm, Organization, Corporation)*

Signer and Sealer of the foregoing instrument of and acknowledged the same to be the free act and deed of

\_\_\_\_\_, and his/her free act and deed as  
*(Name of Person appearing in front of Notary or Clerk)*

\_\_\_\_\_.  
*(Title of Person appearing in front of Notary or Clerk)*

My Commission Expires: \_\_\_\_\_  
*(Notary Public) (Seal)*



# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5<sup>th</sup> Floor South

HARTFORD, CT 06106-1659

BID NO.:

10PSX0309

**Janet DelGreco Olson**  
Contract Specialist  
(860)713-5079  
Telephone Number

## Vendor Authorization Guidelines- Page 1 of 2

**All contracts must include appropriate vendor documentation that does the following three things:**

- A. Authorizes the vendor to enter into contracts,
- B. Authorizes a particular officer to execute contracts on behalf of the vendor and
- C. Evidences that the officer signing in fact holds his/her office.

**CORPORATIONS** - Appropriate vendor documentation usually involves a certificate from the Secretary or other appropriate officer setting forth a copy of a board resolution. Sometimes this is not possible, in which case the vendor should observe the following:

- 1) In lieu of the secretary's certificate, the vendors must submit:
  - a) a current certified copy of the applicable section of the corporation's bylaws which authorizes the execution of contracts by the signing person and
  - b) a current certification that the officer signing the assignment agreement in fact holds that office.
- 2) In lieu of the certified resolution or bylaws, the vendor must include a certified copy of the corporate minutes of their respective boards of directors, which must specifically authorize the person signing the assignment agreement to execute it.

NOTE: If the bylaws or resolutions cannot be found, a formal legal opinion must be obtained attesting to:

- a. the authority of the company and
- b. the officer's ability to bind the company

to enter into a contract.

**LIMITED LIABILITY COMPANIES (LLC'S)** – LLC's that do not have boards of directors, must submit the following:

- 1) a document indicating unanimous consent from all members or managers or
- 2) a certified copy of all of those relevant portions of their management agreement or operations agreement that identify which members or managers have the authority to bind the LLC in contracts. The certification must also show that the signing party is in fact a manager/member or that a manager/member has duly (in accordance with the management agreement or operations agreement) delegated signatory authority to the signing person.

If the company can't find the management agreement or operations agreement, a formal legal opinion must be obtained attesting to:

- a. the authority of the company and
- b. the signing party's ability to bind the company

to enter into a contract.

**Do not return with bid**

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5<sup>th</sup> Floor South

HARTFORD, CT 06106-1659

BID NO.:

10PSX0309

**Janet DelGreco Olson**  
Contract Specialist  
(860)713-5079  
Telephone Number

## Vendor Authorization Guidelines- Page 2 of 2

**PARTNERSHIPS** – Partnerships, like LLC's, do not have boards of directors. Generally, any general partner can bind the partnership. However, it is prudent to make every effort to obtain a partnership authorization that includes some evidence of a partner's authority to bind the partnership. This can include partnership resolutions that read very much like a corporation's resolutions or a copy of the partnership agreement (or all relevant sections) that address the authority of partners to bind the partnership, again taking into account any limitations, or a consent from the appropriate partners. The partnership agreement governs in the same way as the LLC's management or operations agreement.

**SOLE PROPRIETORS** - Sole Proprietors do not need to submit any documentation with regards to vendor authorization or certification. Sole Proprietors must submit a letter on company letterhead stating:

- 1) that the company holds Sole Proprietor status,
- 2) the name(s) of those authorized to execute contracts on behalf of the company and
- 3) the signature of Sole Proprietor.

**NOTE:** You may review and/or download the Vendor Authorization Guidelines and Samples from the DAS/Procurement website <http://www.das.state.ct.us/cr1.aspx?page=8>. Scroll down until you see the heading "**Quick Links**" on the far right side of the screen. Click on "**Vendor Information**" then "**Vendor Authorization Guidelines and Samples**".

Do not return with bid

## Non Discrimination Certificates

Of the following three certificates just return the one that applies

By law, a contractor must provide an awarding State agency with *written representation or documentation* that certifies the contractor complies with the State's nondiscrimination agreements and warranties (Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended).

**A nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value.**

### **EXPLANATION OF FORMS**

**Form A. Representation:** For use by an individual\* when entering into any contract, regardless of contract value.

**Form B. Representation:** For use by an entity\* when entering into any contract valued at less than \$50,000 for any year of the contract.

**Form C. Affidavit:** (Recommended) For use by an entity\* when entering into any contract valued at \$50,000 or more for any year of the contract **and** the entity certifies through an affidavit that a complying nondiscrimination policy is currently in place.

### **EXEMPTIONS**

The entities listed below are exempt and, therefore, not required to submit a nondiscrimination certification form when entering into a contract with the State:

1. political subdivisions of the State of Connecticut, including, but not limited to municipalities;
2. quasi-public agencies, as defined in C.G.S. § 1-120;
3. other states of the United States, including, but not limited to, the District of Columbia, Puerto Rico, U.S. territories and possessions, and federally recognized Indian tribal governments, as defined in C.G.S. § 1-267;
4. the federal government;
5. foreign governments; and
6. an agency of a subdivision, agency, state or government listed in items 1-5.

*\*individual:* a person who is not an entity (sole proprietor)

*\*entity:* corporation, limited liability company, or partnership

Of the following three certificates just return the one that applies





**STATE OF CONNECTICUT**  
**NONDISCRIMINATION CERTIFICATION – Representation**  
**By Entity**  
**For Contracts Valued at Less Than \$50,000**

*Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

**INSTRUCTIONS:**

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at less than \$50,000 for each year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

**REPRESENTATION OF AN ENTITY:**

I, \_\_\_\_\_ , \_\_\_\_\_ , of \_\_\_\_\_ ,  
Authorized Signatory Title Name of Entity

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

represent that I am authorized to execute and deliver this representation on behalf of

\_\_\_\_\_ and that \_\_\_\_\_  
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

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

\_\_\_\_\_  
Date

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



# STATE OF CONNECTICUT

## BIDDER'S STATEMENT OF QUALIFICATIONS

<b>Bid Number:</b> 10PSX0309
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Page 1 of 2

**THIS FORM WILL BE USED IN ASSESSING A BIDDER'S QUALIFICATIONS AND TO DETERMINE IF THE BID SUBMITTED IS FROM A RESPONSIBLE BIDDER. STATE LAW DESIGNATES THAT CONTRACTS BE AWARDED TO THE LOWEST RESPONSIBLE QUALIFIED BIDDER. FACTORS SUCH AS PAST PERFORMANCE, INTEGRITY OF THE BIDDER, CONFORMITY TO THE SPECIFICATIONS, ETC. WILL BE USED IN EVALUATING BIDS. ATTACH ADDITIONAL SHEETS IF NECESSARY**

COMPANY NAME: \_\_\_\_\_  
&  
ADDRESS: \_\_\_\_\_

NUMBER OF YEARS COMPANY HAS BEEN ENGAGED IN BUSINESS UNDER THIS NAME: \_\_\_\_\_ YEARS

LIST ANY CONTRACT AWARDS TO YOUR COMPANY BY THE STATE OF CONNECTICUT WITHIN THE LAST THREE (3) YEARS, **THAT YOU ACTUALLY PERFORMED SERVICE AGAINST**. INDICATE WHICH STATE AGENCY, AND PROVIDE CONTRACT NAME AND NUMBER, AND THE NAME AND TELEPHONE NUMBER OF THE PURCHASING AGENT ADMINISTERING THE CONTRACT.

<u>CONTRACT NO.</u>	<u>CONTRACT NAME</u>	<u>STATE AGENCY</u>	<u>PURCHASING AGENT</u>	<u>TEL. NO.</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

LIST ANY CONTRACT AWARDS TO YOUR COMPANY BY THE STATE OF CONNECTICUT WITHIN THE LAST THREE (3) YEARS. INDICATE WHICH STATE AGENCY, AND PROVIDE CONTRACT NAME AND NUMBER, AND THE NAME AND TELEPHONE NUMBER OF THE PURCHASING AGENT ADMINISTERING THE CONTRACT.

<u>CONTRACT NO.</u>	<u>CONTRACT NAME</u>	<u>STATE AGENCY</u>	<u>PURCHASING AGENT</u>	<u>TEL. NO.</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

LIST OTHER NAMES YOUR COMPANY GOES BY: \_\_\_\_\_  
\_\_\_\_\_

LIST PREVIOUS COMPANY NAME (S) \_\_\_\_\_  
\_\_\_\_\_

LIST AT LEAST THREE COMPLETED PROJECTS SIMILAR IN NATURE TO THIS **INVITATION FOR BIDS** WHICH DEMONSTRATES YOUR COMPANY'S ABILITY TO PERFORM THE REQUIRED SERVICES.

	<u>Company Name and Address</u>	<u>Telephone No.:</u>	<u>Dollar Value:</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____





# INVITATION TO BID

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## Furnishing and Applying Ultra thin Hot Mix Asphalt Materials

Contract Specialist: **Janet DelGreco Olson**

Date Issued: **7 December 2010**

Due Date: **11 January 2011**



**Department of Administrative Services**



**State of Connecticut**  
**Department of Administrative Services**  
**Announcement of Invitation to Bid to provide**  
**Furnishing and Applying Ultra thin Hot Mix Asphalt Materials**  
**Date 7 December 2010**  
**Bid No. 10PSX0309**

Pursuant to the provisions of Section 4a-57 of the General Statutes of Connecticut as amended, sealed bids will be received by Procurement Services for the State of Connecticut, at the address provided in this Invitation to Bid (“Bid”) for furnishing the commodities and/or services herein listed.

The Department of Administrative Services welcomes the opportunity to work with our customers and suppliers to provide Furnishing and Applying Ultra thin Hot Mix Asphalt Materials to the State of Connecticut as outlined throughout this Bid document.

We invite you to be part of this effort.

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# Invitation to Bid

## Furnishing and Applying Ultra thin Hot Mix Asphalt Materials

### Overview

The Department of Administrative Services (“DAS”) on behalf of the State of Connecticut Department of Transportation (“ConnDOT”) is soliciting bids for material, manufacturer and the Ultra Thin Hot Mix Asphalt application. This contract award shall be made available to all using State of Connecticut agencies and political subdivisions of the State of Connecticut as well. The contract period shall be from the date of award through December 31, 2011 with an estimated cost of \$950,000.00. The planning date for this procurement began July 19, 2010.

**QUESTIONS:** Any questions pertaining to these bid documents shall be submitted in writing and emailed or faxed to Janet DelGreco Olson, Contract Specialist, Department of Administrative Services/Procurement Services no later than **December 20, 2010**. Questions shall be answered and posted via an addendum on the State of Connecticut, Department of Administrative Services website, [www.das.state.ct.us/mp1.aspx?page=9](http://www.das.state.ct.us/mp1.aspx?page=9) by **December 21, 2010**. Contractor shall download, print and sign the addendum and submit this addendum and any other addendums issued for this bid with your bid package. Failure to do so may result in rejection of your bid. Email address: [janet.delgreco@ct.gov](mailto:janet.delgreco@ct.gov). Fax number: 860 622-2961. Verbal responses shall be considered non binding.

**BID OPENING:** This bid is scheduled to open on **January 11, 2011** at 10:00 a.m. in Room 161. Contractors are encouraged to attend the public bid opening of this bid. A photo i.d. shall be required to gain access to the building.

If a bidder is unable to attend the bid opening and wishes to have the results of the bid, bidders may schedule an appointment with the Contract Specialist to review the bid documents **ONLY** after an award is made. Due to the numerous bids issued, it isn't always possible to read bid results over the telephone.

## Scope

This treatment consists of a warm polymer modified asphalt emulsion coat followed immediately with an Ultra Thin Hot Mix Asphalt-Wearing course. All necessary pavement repairs, crack sealing, joint sealing, pavement marking removal, and milling shall be done by ConnDOT. Contractor shall furnish fuel, maintenance and repair for the equipment.

### I. **Mandatory Extension to State Entities**

Bidders are required to offer and extend this contract (including pricing, terms and conditions) to Political Sub-Divisions of the State (Towns and Municipalities), Schools, and Not-For-Profit Organizations.

When a Political Sub-Division, School, and/or Not-For-Profit Organization utilizes this contract all references to the "State" are hereby replaced with the Name of the Using Sub-Division, School, or the name of the Not-For-Profit Organization.

### II. **Motor Carrier Safety Review.** If the performance of the Contract requires the use and operation of any commercial motor vehicle, as defined in section 14-1 of the Connecticut General Statutes, or other motor vehicle with a gross vehicle weight rating (GVWR) of 18,000 pounds or more, each bidder will be the subject of an evaluation, conducted by the Connecticut Department of Motor Vehicles (CTDMV) of its motor carrier safety fitness. The primary factor in the evaluation is the current SAFESTAT score, calculated by the U.S. Federal Motor Carrier Safety Administration (FMCSA) in accordance with the provisions of Title 49, Section 385.1, et seq., of the Code of Federal Regulations.

To be deemed qualified, the bidder must have an overall SAFESTAT category rating of "D" or better, on the date of evaluation. In addition, the bidder's driver and vehicle out-of-service rates will be consulted. The rates are determined by the number of out-of-service violations cited to the motor carrier in the course of all official, reported vehicle and/or driver inspections conducted during the preceding thirty (30) months. To be deemed qualified, the bidder must not have either a vehicle or driver out-of-service rate, by percentage of out-of-service violations per the total number of inspections reported, that is more than twice the national average. In addition, the bidder must have a current federal safety management practices rating of "Satisfactory," as defined in 49 CFR section 385.3, as amended.

Further information concerning the motor carrier safety evaluation, to which a bidder is subject, may be obtained from CTDMV, at <http://www.ct.gov/dmv/cwp/view.asp?a=798&q=413206&dmvPNavCtr=|#49068>. All official inspection and rating data that is used in the performance of each evaluation is available to any motor carrier through the federal SAFESTAT website, at <http://www.ai.volpe.dot.gov/>.

**III. Continuance of Work**

In the event the Contract period expires and the Contractor has not completed projects that are underway, ConnDOT may at its discretion allow the Contractor to complete these projects if the following are met:

1. The Contractor requests to complete the projects that are underway
2. The prices in the original Contract remain in effect until all work is completed
3. All other contractual obligations and conditions remain the same, including insurance requirements and, if applicable, prevailing wage scales.

**IV. Subcontracting**

In the event it becomes necessary for the Contractor to use any subcontractor, requests for subcontractor approval shall be submitted to the ConnDOT maintenance Director prior to the start of the job and a Performance Bond as described herein this Invitation to Bid shall also be submitted from the subcontractor.

**V. Contract Separately / Additional Savings Opportunities**

The State reserves the right to either seek additional discounts from the contractor(s) or to contract separately for a single purchase, if in the judgment of DAS/Procurement Services, the quantity required is sufficiently large, to enable the State to realize a cost savings, over and above the published contract prices, whether or not such a savings actually occurs.

**VI. Connecticut Department of Transportation (DOT) CON-32A Certificate of Insurance  
Other Insurance Certificates**

- A. Before a geographic location is assigned and/or a purchase order is issued, Contractor(s) is required to file DOT's standard Certificate of Insurance (CON-32A) with DOT, within twenty (20) days from date of notification.
- B. The CON-32A is available from the DOT Website at:  
<http://www.ct.gov/dot/lib/dot/Documents/dconsultantpubs/con32a.pdf>
- C. Failure to submit the CON-32A Certificate of Insurance within the allotted twenty (20) days of request will constitute a breach in the contract.
- D. If requested by the State, Contractor(s) shall provide a copy or copies of all applicable insurance policies within five (5) business days of the request.

- E. CON-32A Certificates of Insurance may be mailed or hand carried to the following address:

Connecticut Department of Transportation  
Bureau of Finance and Administration, Attn: Debra Ello  
PO BOX 317546  
2800 Berlin Turnpike  
Newington, CT 06131-7546

## VII. Basis of Award

The State shall make a multiple award, listing all bids for each of the towns listed on Exhibit B, Price Schedule. The State reserves the right to purchase material from the most economical, reasonable source of acceptable supply based on review of the bid documents with consideration of the following:

- A. Net price
- B. Past performance -
- C. Compliance with Connecticut General Statutes ("CGS") regarding political subdivision work
- D. Ability of Contractor to render satisfactory services
- E. Material quality compliance
- F. If applicable, confirmation of conformance to motor vehicle registration/safety/standards
- G. Overall completeness of Exhibit B, Price Schedule, and Certificate of Compliance with CGS § 31-57.

## VIII. Bonds

**Performance Bond:** Contractor may either provide a Performance Bond in the amount of 100% of each Purchase Order or a Performance Bond in the minimum amount of three million dollars (\$3,000,000). With regard to the latter Performance Bond, when the total value of the awarded work meets or exceeds the three million dollars (\$3,000,000) bond value, the bond requirement will be increased in minimum increments of seven hundred fifty thousand dollars (\$750,000) beyond the value listed on the current bond. ConnDOT will notify the Contractor when a new bond is required. The required bond must be received prior to the Purchase Order being issued. Failure to submit bond in a form satisfactory to the State prior to the Purchase Order being issued will result in the State issuing the Purchase Order to the next lowest Contractor responsive to ConnDOT's bond request. Other offers of surety will be viewed on a case by case basis.

**Payment Bond:** Contractor may either provide a Payment Bond in the amount of 100% of each Purchase Order or a Payment Bond in the minimum amount of three million dollars (\$3,000,000). With regard to the latter Payment Bond, when the total value of the awarded work meets or exceeds the three million dollars (\$3,000,000) bond value, the bond requirement will be increased in minimum increments of seven hundred fifty thousand dollars (\$750,000) beyond the value listed on the current bond. ConnDOT will notify the Contractor when a new bond is required. The required bond must be received



prior to the Purchase Order being issued. Failure to submit bond in a form satisfactory to the State prior to the Purchase Order being issued will result in the State issuing the Purchase Order to the next lowest Contractor responsive to ConnDOT's bond request. Other offers of surety will be viewed on a case by case basis. Such bonds will be:

1. Corporation: The Bond must be signed by an official of the Corporation above his official title and the corporate seal must be affixed over his signature.
2. Firm or Partnership: The Bond must be signed by all the partners and indicate they are "Doing Business As (name of firm)".
3. Individual: The Bond must be signed by the individual owning the business and indicated "Owner".
4. The Surety Company executing the Bond must be licensed to do business in the State of Connecticut, or Bond must be countersigned by a company so licensed.
5. The Bond must be signed by an official of the Surety Company and the corporate seal must be affixed over his signature.
6. Signatures of two (2) witnesses for both principal and the Surety must appear on the bond.
7. A Power of Attorney for the official signing of the Bond for the Surety Company must be submitted with the Bond, unless such Power of Attorney has previously been filed with the Bureau of Finance & Administration.

The Payment Bond requirement may be waived for companies that manufacture and supply their own material and do not purchase materials required under the performance of this contract from any third party source. Appropriate documentation must be supplied with the bid to establish the basis upon which to request a waiver of the payment bond. This waiver does not apply to the Performance Bond requirements.

Re-insurance arrangements will not be acceptable for Performance or Payment Bonds. A maximum of one

(1) Co-surety will be acceptable for a Payment and/or Performance Bond. Be advised that ConnDOT, as obligee, will hold all surety companies which execute Payment and Performance Bonds as co-sureties, jointly and severally liable for the entire obligation set forth

(2) by such bonds. Sureties will not be allowed to limit their interest in such bonds.

**PARTY FOR NOTICE:**

State of Connecticut Department of Transportation  
Division of Purchasing and Materials Management  
Attn: Debbie Ello  
P.O. Box 317546  
2800 Berlin Turnpike  
Newington, CT 06131-7546  
FAX: 860-594-2174

**IX. Quantities**

Quotations shall cover any quantity ordered for the contract period. ConnDOT cannot guarantee the amount of Ultra Thin Hot Mix Asphalt that shall be required. The low Contractor shall be responsible and capable of installing in place and tonnages in accordance with the bid submission from each plant.

## Index of Abbreviations/Definitions and Other Related Comments

DAS	Department of Administrative Services
CGS	Connecticut General Statute
ConnDOT	Connecticut Department of Transportation
DOL	Department of Labor
SBE	Connecticut Small Business Enterprises
MBE	Minority Business Enterprises
GVWR	Gross Vehicle Weight Rating
CTDMV	Connecticut Department of Motor Vehicles
FMCSA	U.S. Federal Motor Carrier Safety Administration
CON-32	Certificate of Insurance
FOIA	Freedom of Information Act
ITB	Invitation to Bid

CONTRACT

# CONTRACT

10PSX0309

Between

**THE STATE OF CONNECTICUT**

Acting by its

**DEPARTMENT OF ADMINISTRATIVE SERVICES**

**AND**

*to be filled out at time of award*

Awarded Contractor

FOR THE PURCHASE AND SALE OF  
FURNISHING AND APPLYING ULTRA THIN HOT MIX ASPHALT MATERIALS

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- EXHIBIT A** - Description of Goods and Services
  - District Map
  - CON 32- Certificate of Insurance
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**Contract # 10PSX0309**

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This Contract (the “Contract”) is made as of the contract award date shown on the contract award form, number SP-38 corresponding to the subject procurement and is by and between, the contractor identified on such Form SP-38 (the “Contractor,”) with a principal place of business as indicated on the bid form, number SP-26, acting by the duly authorized representative as indicated on the SP-26, and the State of Connecticut, Department of Administrative Services (“DAS”), with a principal place of business at 165 Capitol Ave, Hartford, Connecticut 06106-1659, acting by Janet DelGreco Olson, its Contract Specialist, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Contractor and the State agree as follows:

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
  - (a) Cancellation: An end to the Contract effected pursuant to a right which the Contract creates due to a breach.
  - (b) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
  - (c) Client Agency: Department of Transportation, All Using State Agencies, and Political Subdivisions
  - (d) Contract: The agreement, as of its effective date, between the Bidder and the State for any or all Goods or Services at the Bid price.
  - (e) Contractor: A person or entity who submits a Bid and who executes a Contract.
  - (f) Contractor Parties: A Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
  - (g) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
  - (h) Expiration: An end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.
  - (i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
  - (j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Invitation to Bid and set forth in the specifications.

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- (k) Goods or Services: Goods, Services or both, as specified in the Invitation to Bid.
  - (l) Bid: A Bidder's submittal in response to a Invitation to Bid.
  - (m) Bidder Parties: A Bidder's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Bidder is in privity of oral or written contract and the Bidder intends for such other person or entity to Perform under the Contract in any capacity.
  - (n) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
  - (o) Invitation to Bid: A State request inviting bids for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
  - (p) Services: The performance of labor or work, as specified in the Invitation to Bid.
  - (q) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
  - (r) Termination: An end to the Contract effected pursuant to a right which the Contract creates, other than for a breach.
  - (s) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from \_\_\_\_\_ through \_\_\_\_\_.  
The State may extend this Contract in its sole discretion, prior to Termination, Expiration or Cancellation, one or more times for a combined total period not to exceed the complete length of the original term.
3. Description of Goods or Services. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."
4. Price Schedule, Payment Terms and Billing.
- (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.
  - (b) Payment Terms and Billing: Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes. **ConnDOT: ConnDOT's Accounts Payable Unit through the Comptroller's Office shall issue payments. Payment and Invoicing inquiries should be directed to ConnDOT's Accounts Payable Unit at: 860 – 594-2305.**



**All invoices shall include:**

1. **Contractor F.E.I.N or Social Security number.**
2. **Complete Contractor name and billing address**
3. **Project number, if applicable**
4. **Invoice number and date**
5. **Purchase order number**
6. **Itemized description of services and/or material supplied**
7. **Adjustments, if applicable**
8. **Quantity, unit, unit price and extended amount**
9. **Ticket numbers corresponding to each invoice shall be listed or attached to the company invoice as a separate sheet, if applicable**
10. **Work periods and traffic control prices shall be itemized, if applicable.**

**For prompt payment processing, please mail invoices to the following address:**

**State of Connecticut  
Department of Transportation  
Bureau of Finance and Administration  
Attn: Accounts Payable SW 1A  
PO Box 317546  
Newington CT 06131-7546**

**Payments may be delayed if the invoice form is not properly completed in accordance with the instructions noted above.**

- (c) If applicable to and during the term of this Contract, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur, as mandated by state law. The Price Schedule will not be adjusted until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the increase in minimum wage rate.
5. Rejected Items; Abandonment.
- (a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods (“the “Rejected Goods”) and any or all other supplies, materials, equipment or other tangible personal property (collectively, the “Contractor Property”) from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties and Bidder Parties, that:
- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, “Title”) the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of

Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;

- (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
  - (3) they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
  - (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
  - (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party or Bidder Party, as appropriate, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties and Bidder Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.
6. **Order and Delivery.** The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination, Cancellation Expiration and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
  7. **Contract Amendments.** Except for extensions made in accordance with the section in this Contract concerning Term of Contract; Effective Date, no amendment to or modification or other alteration of the Contract shall be valid or binding upon the State unless made in writing, signed by both parties and, if applicable, approved by the Connecticut Attorney General.
  8. **Assignment.** The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Cancellation by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.

9. Termination, Cancellation and Expiration.

- (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete Performance under the Contract prior to such date. The Contractor is not entitled to receive and the State is not obligated to tender to the Contractor any payments or reimbursements for anticipated or lost profits.
- (b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Cancel the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) DAS shall send the notice of Termination or Cancellation via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving such notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination, Cancellation or Expiration of the Contract or fifteen (15) days after the Contractor receives a written request from DAS for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of Termination or Cancellation from DAS, the Contractor shall cease operations as directed by DAS in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination or Cancellation, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) To the extent that the Client Agency has issued a purchase order prior to the notice of Termination and the Contractor has begun Performance against that purchase order in good faith, the Client Agency shall, within forty-five (45) days of having received an invoice from the Contractor for such Performance, pay or reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A. In addition, the Client Agency shall also pay or reimburse the Contractor for all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. Upon and as requested by the Client Agency or DAS and after consent of the Contractor's subcontractors, if any, and if their consent is required, the Contractor shall (1) assign to the Client Agency, or any replacement contractor which the Client Agency or DAS designates, all subcontracts, purchase orders and other commitments, (2) deliver to the Client Agency all Records and other information pertaining to its Performance, and (3) remove from State premises, whether leased or owned, all such equipment, waste material and rubbish related to its Performance, all as the Client Agency or DAS may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Cancel the Contract in accordance with its terms and revoke any

consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

(g) Upon Termination, Cancellation or Expiration of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination, Cancellation or Expiration of the Contract. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination, Cancellation or Expiration to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

(h) Termination or Cancellation of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.

10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.

11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Cancellation date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Cancellation date, no further action shall be required of any party to effect the Cancellation as of the stated date. If the notice does not set forth an effective Contract Cancellation date, then the non-breaching party may Cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.

12. Waiver.

(a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.

(b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

13. Open Market Purchases. Except to the extent that the Contractor is performing within a right to cure period, failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Cancel the Contract and/or to purchase on

the open market, Goods or Services to replace those which have been rejected, not delivered, or not performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Cancel the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

14. Purchase Orders.

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) The Client Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party. **ConnDOT: Questions concerning purchase orders shall be directed to ConnDOT's Processing Unit at 860 594-2070**
- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

15. Indemnification.

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

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

- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a Certificate of Insurance to DAS, except that the Contractor shall not provide a copy to DAS if the Client Agency is the State Department of Transportation, prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the Certificate of Insurance to DAS and the Client Agency. Upon request of the Client Agency, the Contractor shall provide a Certificate of Insurance to the Client Agency.
- (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (f) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

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

17. Contractor Guaranties. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
- (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
- (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
- (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

18. Implied Warranties. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.
19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any parts or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.
20. Delivery.
  - (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
  - (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
  - (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Bid.
  - (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.
21. Goods Inspection. The Client Agency shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.
22. Setoff. In addition to all other remedies that DAS may have, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.
23. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.

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24. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
25. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Cancel the Contract if the Contractor fails to comply with the Act.
26. Representations and Warranties. The Contractor, and the Bidder, as appropriate, represent and warrant to DAS for itself, Contractor Parties and Bidder Parties, as appropriate, that:
- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Bid and the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
  - (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to 22a-194a concerning the use of polystyrene foam;
  - (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
  - (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
  - (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
  - (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Cancelled;
  - (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;



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- (i) to the best of their knowledge, there are no Claims involving the Bidder, Bidder Parties, Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Invitation to Bid process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (l) the Bid was not made in connection or concert with any other person, entity or Bidder, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Bidder, submitting a Bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Bidder;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties and Bidder Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;

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- (v) if either party Terminates or Cancels the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the effective date of the Contract without DAS's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

27. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1(53) (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, and the Bidder, as appropriate, represent and warrant for itself, the Contractor Parties and Bidder Parties, as appropriate, that:

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial

driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.

- (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.
28. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
29. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, bids, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
30. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
31. Executive Orders. The Contract is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17<sup>th</sup>, 2006, concerning procurement of cleaning products and services, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.
32. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.
- (a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:
- (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin,

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ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

- (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 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;
  - (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 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 section 46a-56.
- (b) 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 project.
- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent 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 section 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.
- (d) 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

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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.

- (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The contractor shall include the provisions of sections (a) and (b) above 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 section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
  - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
  - (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  - (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56;
  - (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.
- (h) The contractor shall include the provisions of section (g) above 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 section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (i) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the

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contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is

- (1) a political subdivision of the state, including, but not limited to, a municipality,
- (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120,
- (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267,
- (4) the federal government,
- (5) a foreign government, or
- (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

33. Tangible Personal Property. The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

- (a) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
- (b) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
- (c) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
- (d) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- (e) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles

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the holder to receive, upon its exercise, a security that confers such a right to vote. “Voting security” includes a general partnership interest.

The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State’s contracting authority, such information as the State may require to ensure, in the State’s sole determination, compliance with the provisions of the Act.

34. **Whistleblowing.** This Agreement is subject to the provisions of §4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

35. **Notice.** All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called “Notices”) shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut Department of Administrative Services  
165 Capitol Ave, 5<sup>th</sup> Floor South  
Hartford, CT 06106-1659  
Attention: Janet DelGreco Olson

36. **Insurance.** Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (h) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor’s insurers shall have no right of recovery or subrogation against the State and the described Contractor’s insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

(a) Owner’s and Contractor’s Protective Liability:

- (b) Commercial General Liability: \$1,000,000 combined single limit per occurrence 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. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
  - (d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
  - (e) Reserved
  - (f) Umbrella Liability: Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.
  - (g) Claims Made: Not acceptable with the exception of Professional Liability when specified.
  - (h) Reserved
37. Headings. The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.
38. Number and Gender. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.
39. Parties. To the extent that any Contractor Party or Bidder Party is to participate or Perform in any way, directly or indirectly in connection with the Bid or the Contract, any reference in the Bid and the Contract to "Contractor" or "Bidder" shall also be deemed to include "Contractor Parties" or "Bidder Parties," respectively, as if such reference had originally specifically included "Contractor Parties" or "Bidder Parties," since it is the parties' intent for the terms "Contractor Parties" and "Bidder Parties" to be vested with the same respective rights and obligations as the terms "Contractor" and "Bidder."
40. Contractor Changes. The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:
- a. its certificate of incorporation or other organizational document;
  - b. more than a controlling interest in the ownership of the Contractor; or
  - c. the individual(s) in charge of the Performance.



This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS's written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under the Contract until Performance is fully completed.

41. Further Assurances. The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
42. Audit and Inspection of Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) Days prior to the requested date. All audits and inspections shall be at the State's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years from Termination, Cancellation or Expiration of the Contract. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
43. Background Checks. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Public Safety Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.
44. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.
45. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.
46. Contractor Responsibility.

- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
- (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.
47. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
48. Confidential Information. The State will afford due regard to the Bidder's and Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Bidder or Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the vendor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Bidder or Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Bidder or Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.
49. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
50. Cross-Default.
- (a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other

Agreements”) that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.

- (b) If the Contractor or Contractor Parties breach, default or in any way fail to perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.
51. Disclosure of Records. The Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
52. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
53. Sovereign Immunity. The parties acknowledge and agree that nothing in the Invitation to Bid or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
54. Time of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
55. Reserved
56. Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban. 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 Exhibit C, SEEC Form 11.

57. Health Care Portability and Accountability Act of 1996 (“HIPAA”).

- (a) If the Contactor or Contractor Parties is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Contractor or Contractor Parties must comply with all terms and conditions of this Section of the Contract. If the Contractor or Contractor Parties is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor or Contractor Parties for this Contract.
- (b) The Contractor or Contractor Parties is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The Client Agency is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor or Contractor Parties, on behalf of the Client Agency, performs functions that involve the use or disclosure of “individually identifiable health information,” as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor or Contractor Parties is a “business associate” of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor or Contractor Parties and the Client Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions. For the purposes of this Section of the Contract:
  - (1) “Breach” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1)).’
  - (2) “Business Associate” shall mean the or Contractor or Contractor Parties.
  - (3) “Covered Entity” shall mean the Client Agency.
  - (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
  - (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
  - (6) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
  - (7) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

- (8) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
- (9) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- (10) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
- (11) “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
- (12) “This Section of the Contract” refers to the HIPAA Provisions stated herein, in their entirety.
- (13) “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
- (14) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- (15) “Unsecured protected health information” shall have the same meaning as the term as defined in § 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).

(h) Obligations and Activities of Business Associates.

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to

Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.

- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees that at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not directly or indirectly receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act,(42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach
  - (A) The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of

such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. § 17932(b) and the provisions of this section of the contract.

- (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. § 17932(g)). A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
  2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
  3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
  4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
  5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and contact information for said official.
- (D) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor or Contractor Parties.
- (E) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

(i) Permitted Uses and Disclosure by Business Associate.

- (1) **General Use and Disclosure Provisions** Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- (2) **Specific Use and Disclosure Provisions.**
  - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
  - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
  - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity.

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(l) Term and Termination.

- (1) **Term.** The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered



Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

- (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
  - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
  - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (3) Effect of Termination.
  - (A) Except as provided in (1)(2) above, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
  - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.

- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

58. Encryption of Data.

- (a) Contractor and Contractor Parties, at its own expense, shall keep and maintain in an encrypted state any and all electronically stored data now or hereafter in its possession or control located on non-state owned or managed devices that the State, in accordance with its existing state policies classifies as confidential or restricted. The method of encryption shall be compliant with the State of Connecticut Enterprise Wide Technical Architecture (EWTA). This shall be a continuing obligation for compliance with the EWTA standard as it may be amended or supplemented from time to time.
- (b) In the event of a breach of security or loss of State data, the Contractor and Contractor Parties shall notify the Client Agency which owns the data, DAS, the Connecticut Department of Information Technology and the Connecticut Office of the Attorney General as soon as practical but no later than 24 hours after the discovery or reason to believe such breach or loss that such data has been compromised through breach or loss.

## **EXHIBIT A**

### **DESCRIPTION OF GOODS AND SERVICES**

#### **GENERAL PROVISIONS**

##### **SCOPE:**

This specification covers requirements for material, manufacture and the Ultra Thin Hot Mix Asphalt application. This treatment consists of a warm polymer modified asphalt emulsion coat followed immediately with an Ultra Thin Hot Mix Asphalt-Wearing Course. All necessary pavement repairs, crack sealing, joint sealing, pavement marking removal, and milling shall be done by the State of Connecticut, Department of Transportation (ConnDOT). The Contractor furnishing the services has complete responsibility for the equipment and labor being used and shall furnish fuel, maintenance and repair for the equipment.

##### **EXCEPTIONS:**

It is ConnDOT's intent to solicit bids for as many pieces of equipment as possible. However, if in the event a Contractor is working on a project and additional unanticipated equipment is required, ConnDOT may request the existing Contractor to provide additional acceptable pieces of equipment with no further bids solicited. Charges for such equipment may be invoiced under the terms of this contract provided ConnDOT and DAS are advised of this in writing, and the Departments accept and authorize these charges prior to actual use. In the event the on-site Contractor cannot fulfill the unanticipated needs, ConnDOT reserves the right to contact the next awarded Contractor in accordance with the methods listed above. It is the intention of this section to allow ConnDOT to complete projects in the most expedient manner possible. Efforts shall be made to use the original Contractor whenever possible.

##### **PREVAILING WAGES:**

Utilization of this contract shall be in accordance with state funding and its corresponding regulations. Prevailing wage regulations shall be applied as follows:

State Funds: Purchase orders issued for one hundred thousand dollars (\$100,000.00) or higher require the payment of prevailing wages and associated provisions. Purchase orders issued below one hundred thousand dollars (\$100,000.00), do not require payment of prevailing wages and associated provisions.

##### **MINIMUM WAGE RATES:**

The wages paid to any mechanic, laborer or worker employed in the work contracted to be done shall be at a rate equal to the rate of wages customary or prevailing for the same work in the same trade or occupation and in the area in which this contract is to be performed. Payment shall be made to each employee engaged in work under this contract in the trade or occupation listed, not less than the wage rate set by category in accordance with the attached wage schedule. In the event it becomes necessary for the Contractor or any Subcontractor to employ any mechanic, laborer or worker in a trade or occupation for which no minimum wage is set forth, the

Contractor must immediately notify the Labor Commissioner, who will ascertain the minimum applicable wage rate from the time of the initial employment of the person affected and during the continuance of such employment. Every Contractor or Subcontractor performing work for the State is subject to the provisions noted herein, as determined by the Labor Commissioner, and shall post the prevailing wages in prominent and easily accessible places at each work site. Information Bulletin #2 is attached regarding CGS§ 31-55a. Questions regarding wage regulations should be directed to the State of Connecticut, Department of Labor (DOL), Division of Wage and Workplace Standards, at 860-263-6790.

**WAGE REGULATIONS:**

This bid contains wage scales as provided by the DOL. All provisions outlined in these regulations shall be respected throughout the life of the contract including any extensions. During the term of the contract the State shall verify that these wage scales are being paid in accordance with CGS§ 31. This regulation mandates certified payrolls and a statement of compliance to be submitted on a monthly basis to ConnDOT. The wage certification form shall be included with the bid submission. Contractor is cautioned that utilization of the term “working supervisor” does not exclude the Contractor from paying this position less than the actual work being performed by this person as specified in the prevailing wage scales. The Contractor shall return the wage certification form with their bid.

The Contractor shall comply with the provisions of CGS§ 31-55a, which reads as follows: Each Contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of CGS§ 31-54, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provision of CGS§ 31-53 shall contact the Labor Commissioner on or before July 1<sup>st</sup> of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each employee, effective each July 1<sup>st</sup>.

**BASIS OF PAYMENT:**

Orders shall be placed on the basis of lowest net cost for items as bid, excluding discounts to ConnDOT for specified materials in place. ConnDOT shall determine the type of treatment best suited for its work. Traffic control and overall asphalt emulsion materials, minus the additional officer, are considered incidental to an overlay and is a determination in bid preparation.

Purchase orders for “materials-in-place” obtained under this Contract shall be issued to the Contractor on the basis of total quantities used on each order regardless of types of material used. The price bracket representing this total quantity shall be used in figuring the cost of each type of material regardless of the quantity. When multiple towns are involved, the price bracket representing the total quantity shall be used in each town. Purchase order changes shall be authorized before delivery scheduling. All materials and price service costs shall be used to determine total project cost. Price for any traffic control, minus the additional officer, shall be used in determining total project cost and shall be used in selecting the Contractor.

## **SPECIAL PROVISIONS**

### **STANDARDS:**

Contractor supplying services are required to comply with the current Connecticut Occupational Safety and Health Standards, Volume 1; General Industry Standards, Volume 11; and Construction Safety and Health Regulations, and all Federal and State of Connecticut laws and local ordinances.

### **FORM 816:**

Form 816 is ConnDOT's "Standard Specifications for Roads, Bridges and Incidental Construction". Work is to be in accordance with FORM 816 including all supplements and other applicable standards. Copies of these Standard Specifications, FORM 816 may be purchased from:

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

The price is twenty dollars (\$20.00) if FORM 816 is mailed and sixteen dollars (\$16.00) if FORM 816 is picked up. Checks are to be made out to: Treasurer – State of Connecticut.

**OR**

You may go to the following: <http://www.ct.gov/dot/cwp/view.asp?a=3609&q=455784>

**SPECIAL BID PRICES AND SPECIFICATIONS:**

Prices shall be the net price per ton (2,000 lbs.) furnished complete in place for lines and grades established by ConnDOT. Furnished material is to be in accordance with Standard Specifications FORM 816 (Section M.04). Material shall be hauled and placed in accordance with this specification. Work shall usually be performed during the daylight hours or as approved by the Engineer. When extreme traffic disruption could or does result, ConnDOT shall limit the hours the Contractor may work. The Contractor shall furnish all lighting to illuminate the work area and for the illumination of traffic control, testing and signing operations.

Asphalt emulsion shall be used and will be paid for as determined in this specification. A penalty shall be imposed when the asphalt emulsion fails test. The amount of this penalty is non-payment for the item.

No material shall be accepted from any plant until the mix design data has been submitted by the producer and approved by the Director of Research and Materials. Mix design data and trial mixes are to be furnished upon request by ConnDOT. The Director of Research and Materials shall determine required bitumen content. The source and location of all materials shall be included with mix design data.

**ADJUSTMENTS:**

When the Contractor is advised by ConnDOT that samples tested from the Contractor's plant do not meet specifications, the Contractor shall not make any further deliveries against the purchase order until the material passes testing taken by ConnDOT's Division of Materials Testing. No payment shall be made for unauthorized or unsatisfactory material. Materials not meeting specifications but allowed to remain in place shall be paid for at an adjusted rate as prescribed in Section 4.06 of FORM 816.

Calculations for payments shall be based on legal loads only. Payment shall not be made for any overweight material or traffic control, when applicable, associated with overweight, as prescribed in Section 4.06 of FORM 816.

**CONTACTING A CONTRACTOR:**

A period of two (2) consecutive days or forty-eight (48) hours, Saturday and Sunday excluded, shall be the time limit for attempting to contact a low-bid Contractor prior to contacting the next low Contractor. The availability of a Contractor to start work when requested, normally within five (5) working days, shall be considered when selecting the "lowest available qualified Contractor". Another factor to be considered shall be the availability of any additional required equipment.

**EXTENUATING CIRCUMSTANCES THAT AFFECT WORK PERFORMED AND PAYMENTS:**

No payment shall be made by ConnDOT for services when work cannot be performed due to extenuating circumstances or adverse weather conditions and the Contractor has been given adequate notification of the work cancellation, as determined by ConnDOT.

**EQUIPMENT REGULATIONS:**

Contractor renting or supplying equipment or vehicles are mandated to equip them with all required devices and instruments all in good working order. Equipment is to be in compliance with State of Connecticut, Department of Motor Vehicles (DMV) requirements on the Qualified Carrier List, all applicable Federal, State of Connecticut and Municipal Regulations in force at the time of the contract.

**EQUIPMENT INSPECTION:**

Contractor's equipment shall be in good operating condition and available for inspection by a DMV Inspector. The inspection shall be conducted within the State of Connecticut and shall be successfully completed before the purchase order is issued. If a Contractor's equipment is unavailable for inspection or determined by DMV to be unfit to perform the work specified, the Contractor shall be so informed in writing. The requesting unit may then contact the next low bid Contractor offering the equipment or service needed.

**TRANSPORTATION:**

The cost of transporting equipment to and from the area where it is used shall be the Contractor's responsibility. No transportation charges, setup or breakdown fees or charges shall be allowed.

**WORK PERIODS, RESTRICTED TIME AND PAYMENTS:**

Prices are being requested for periods covering regular work (base bid price). Additional price per ton costs are requested for Night, Saturday and Sunday work and traffic control on Two (2) Lane Highways and Expressways - Traffic Control Patterns Only Expressways as set forth in Exhibit B, Price Schedule. Prices shall include haulage. All work performed shall be paid for at the base price unless otherwise ordered by ConnDOT. (Payment example included after definitions)

Definition of these periods follows:

**Regular Work Hours (Base Bid Price)** Regular work hours are defined as the time the paving Contractor starts to place material to the time the finish rolling is completed. Regular work hours shall consist of seven and one-half (7 ½) hours that are worked between the hours of 7 a.m. and 6 p.m.

Actual work hours shall be determined during each project's pre-construction meeting.

Any changes to the predetermined regular work hours shall be in writing and approved by the Office of Maintenance.

When less than seven and one-half (7 ½) hours are worked, payments to the Contractor shall be made under the "Restricted Time Period" provision.

**Night Work Option:** Work starting after 6 p.m. and before 7 a.m. is considered night work. On Exhibit B, Price Schedule, the bid price for “Night” shall be added to the base bid price for all tonnage that leaves the plant after 6 p.m. and before 7 a.m. The Contractor shall be required to provide all necessary lighting to illuminate the work area and the illumination of traffic control, testing and signing operations.

**Saturday Work Option:** On Exhibit B, Price Schedule, the bid price for “Saturday” shall be added to the bid price for all tonnage that leaves the plant after 7 a.m. and before 6 p.m. on Saturday. In the case of night work on Saturday, only the bid price for “Night” shown on Exhibit B, Price Schedule, shall be added to the base price for all tonnage that leaves the plant after 6 p.m. Saturday and before 7 a.m. Sunday. In no case may the “Night” bid price and the “Saturday” bid price be combined and added to the base bid price for tonnage for work to be performed under the Saturday Work Option.

**Sunday Work Option:** On Exhibit B, Price Schedule, the bid price for “Sunday” shall be added to the base bid price for all tonnage that leaves the plant after 7 a.m. and before 6 p.m. on Sunday. In the case of night work on Sunday, only the bid price for “Night” shown on Exhibit B, Price Schedule, shall be added to the base price for all tonnage that leaves the plant after 6 p.m. Sunday and before 7 a.m. Monday. In no case may the “Night” bid price and the “Sunday” bid price be combined and added to the base bid price for tonnage for work to be performed under the Sunday Work Option.

**Restricted Time Period:** ConnDOT shall limit the hours a Contractor may work when extreme traffic disruptions may result. Work delays or work discontinued by the Engineer for a specific period which results in less than seven and one-half (7 ½) hours of regular work during the regular work period in any one (1) day shall be considered a restricted time period. Restricted time periods shall not apply to shutdowns caused by weather, Contractor breakdowns, or completion of work covered by the purchase order. Restricted Time Period payments shall be made at the rate of four hundred ninety (\$490.00) dollars per hour per crew. The minimum Restricted Time Period payment shall be one-half (½) hour. All Restricted Time Periods shall be rounded off to the nearest one-half hour (½) increment.

**Example:** Contract work starts on Friday at 5 p.m. and ends Saturday at 9 a.m. The total number of hours worked is sixteen (16) hours.

**Total Payment breakdown for this work period is:**

- ❖ One (1) hour of Base Bid Price (5 p.m. to 6 p.m.)
- ❖ Thirteen (13) hours of Base Bid Price plus Night Bid Price (6 p.m. to 7 a.m.)
- ❖ Two (2) hours Base Bid Price plus Saturday Bid Price (7 a.m. to 9 a.m.)



**TRAFFIC CONTROL:**

ConnDOT shall determine at its sole discretion with respect to any work performed under this contract whether it or the Contractor shall perform traffic control, including providing the required number of traffic control personnel, as defined below.

When the Contractor is ordered to provide traffic control, the Contractor shall be responsible for the furnishing of, the installation of, the moving and removing of all signs, sign supports, barricades, traffic cones, traffic delineators and any other material that may be necessary to set up the various traffic control patterns. In addition, the Contractor shall be responsible for furnishing the required number of traffic control personnel throughout the term of the contract. The term "Traffic Control Personnel" shall be defined as Uniformed Flagger(s) or Uniformed Police Officer(s).

The Contractor shall be responsible for the furnishing of, the installation of and the moving and removal of any necessary lighting which may be required to illuminate the work area including the illumination of any signing operations.

ConnDOT will determine whether a Truck Mounted Attenuator (TMA) is required, and whether ConnDOT or the Contractor shall supply the TMA.

1. ConnDOT Furnished Traffic Control: When ConnDOT provides traffic control; it shall include the furnishing and installation of signs, barricades, traffic cones, and traffic delineators. It shall also provide and pay for traffic control personnel, in the numbers and types at its sole discretion.
2. Contractor Furnished Traffic Control: When the Contractor provides traffic control, the Contractor shall furnish, install, move and remove all signs, sign supports, barricades, traffic cones, traffic delineators and any other material that may be necessary to set up the traffic control patterns as set forth in the provisions of the attached "Traffic Control During Maintenance Operations", (as amended, including any revisions to such provisions contained within Exhibit A.)

The Contractor shall furnish, install, move and remove all necessary lighting that may be necessary to illuminate the work area including the illumination of signing operations. Furthermore, when the Contractor provides traffic control, the Contractor must provide the minimum number of traffic control personnel, specifically:

- With respect to limited access highways "Expressways", a total of two (2) Connecticut State Police Officers.
- With respect to two-lane (non-divided) highways, a total of three (3) traffic control personnel (in any combined number of Uniformed Police Officer(s) and/or Uniformed Flaggers).

A. Pricing for Contractor Furnished Traffic Control: Prices for traffic control are being requested for limited access highways and two lane (non-divided) highways. Bid prices shall include the cost of providing the minimum number of traffic control personnel as set forth above. Prices for traffic control are broken out on Exhibit B, Price Schedule, as an additional

per ton cost for either “Expressways - Traffic Control Patterns Only” or “Two-Lane Highways” for non-divided highways. The bid price for “Expressways - Traffic Control Patterns Only” requires the Contractor to hire and schedule Connecticut State Police Officers in order to fulfill the above minimum number of traffic control personnel requirements. ConnDOT shall make direct payments to the State of Connecticut, Department of Public Safety (DPS) directly for each Connecticut State Police Officer hired by the Contractor and utilized as traffic control personnel on a limited access highway.

By using Exhibit B, Price Schedule, the Contractor’s cost of providing traffic control including the minimum number of traffic control personnel is a factor in determining the low bidder on a project. The pricing shall be adhered to throughout the term of this contract, notwithstanding that with respect to any work performed under the contract, the number and type of traffic control personnel to be used by the Contractor when furnishing traffic control, remain at the discretion of, and may be modified at any time by, ConnDOT.

- B. If ConnDOT requires additional traffic control personnel for any work under the contract, each such traffic control personnel will be paid by the Contractor at the rate of seventy-five (\$75.00) dollars per hour. The cost for such additional traffic control personnel should not be factored into the traffic control pricing set forth in the bid, and thus, will not be a factor used in determining the lowest bidding Contractor for the project. The number, and type, of any additional traffic control personnel needed shall be determined at the pre-construction meeting by ConnDOT district personnel.

Technical Requirements: Traffic control personnel are to be trained in the proper performance of their duties and shall be provided in addition to paving crewmembers. Traffic control personnel are responsible for providing traffic control at areas where any representatives from ConnDOT, including Inspectors and Lab personnel, are present at or near the work area.

Uniformed Flaggers shall be people who have successfully completed flagger training by the American Traffic Safety Services Association, National Safety Council or other approved programs. A copy of the flagger’s training certificate shall be provided to ConnDOT’s Representative before the flagger performs any work on the project. Uniformed Flaggers shall wear garments (including high visibility headgear) so as to be readily distinguishable as a flagger, in accordance with Standard 6E-3 of the Manual on Uniform Traffic Control Devices (MUTCD) published by the Federal Highway Administration (FHWA). Each Uniformed Flagger shall also be equipped with a STOP/SLOW paddle that is at least 18 inches in width with letters at least 6 inches high and conforms to Standard 6E-4 of the MUTCD.

Traffic control shall be performed in accordance with “Traffic Control During Highway Maintenance” including the general notes for traffic control and traffic control plan numbers 1, 2, 3, 4, and 13, as applicable and conform to National Cooperative Highway Research Program (NCHRP) Report 350 (TL-3).

- C. ConnDOT reserves the right to change the traffic control requirements set forth herein, including but not limited to, revising the pricing and method of payment when Connecticut State Police Officer(s) are utilized as traffic control personnel.

When ConnDOT requires the Contractor use Connecticut State Police Officers as traffic control personnel, the Contractor shall be responsible for their hiring and scheduling. There shall be no separate pay item for Connecticut State Police Officers that are used as traffic control personnel. When Connecticut State Police Officers are used as traffic control personnel ConnDOT shall make direct payments to DPS for each Connecticut State Police Officer used.

Notwithstanding ConnDOT's direct reimbursement to DPS for Connecticut State Police Officers utilized as traffic control personnel, the Contractor remains responsible for the furnishing of, the installing of, the moving and removal of all signs, sign supports, barricades, traffic cones, traffic delineators, and any other required material as set forth in the provisions of the attached "Traffic Control During Maintenance Operations"

- D. Contractor is responsible for any applicable sales and use taxes associated with traffic control required for it to fulfill its contractual obligations and for determining its liability with respect thereto. Contractor should prepare bid pricing accordingly.

**SAFETY EQUIPMENT:**

Personnel at the job site participating under this contract shall utilize all relevant safety items.

**ADDITIONAL REQUIREMENTS:**

The Contractor shall notify the Engineer and the Division of Materials Testing of work scheduled for the project. The notification shall be made on or before 3:00 p.m., one workday before the work is scheduled to begin. The notification shall include the actual time work is to begin, the plant location where the material is to be drawn from and whether or not storage bins will be used for overnight storage.

Purchase orders for projects having 250 tons or more may be grouped together on a single purchase order, provided the tonnage to be used per project is 250 tons or more and the distance between projects measures one (1) mile or less from any other project. Continuous paving through one or more towns may also be awarded as a single project, provided not more than 20% of the total tonnage to be placed is placed within the town in which the award was based on.

If it is found that any HMA mixture fails to perform satisfactorily, even though the HMA meets the requirements of the mix design, the Contractor shall, on notice:

1. Immediately cease furnishing the material.
2. Take immediate corrective steps to provide a mix that does perform satisfactorily.
3. Submit a revised mix design. If approved by the Director of Research and Materials, it may vary from the composition limits listed under the description for a given material, so long as the revision produces satisfactory end results as demonstrated by field performance.

If a previously approved plant consistently produces an unsatisfactory mixture(s), the Director of Research and Materials reserves the right to discontinue the use of the mixture(s) from the plant

until the necessary corrections have been made. The State reserves the right to cancel the remaining portion of the order and purchase the mixture from the next lowest bidder furnishing a satisfactory mixture.

If tests reveal that the HMA mixture is inconsistent, that other-than-approved materials have been incorporated in the mixture, or that the mixture is not in accordance with the specification, the State reserves the right to demand the replacement of the unsatisfactory HMA mixture and the Contractor shall be responsible for all costs incurred in returning the road to a condition satisfactory to the Engineer.

**GEOGRAPHICAL LIMITS:**

The geographical limits of each district are outlined on the enclosed State map.

**TECHNICAL PROVISIONS**

**DESCRIPTION:**

The Ultra Thin Hot Mix Asphalt Treatment process consists of a warm polymer modified asphalt emulsion coat followed immediately with a hot mix asphalt treatment. All necessary pre-existing pavement repairs, crack sealing, joint sealing, pavement marking removal, and milling shall be done by State employees.

**MATERIALS:**

**A. Hot Mix Asphalt Treatment.** The requirements of Section 4.06 Bituminous Concrete and M.04 Bituminous Concrete Materials apply, except as modified herein. The Contractor shall formulate a job mix formula that satisfies the design limits listed in Table 1 – Mixture Requirements and submit it to the Director of Research and Materials for approval at least 30 days before the start of the project. The production tolerances in Table 1 shall not be permitted to exceed design limits.

<b>Table 1 – Mixture Requirements</b>						
Sieve Sizes	Type A		Type B		Type C	
	Design Limits % Passing	Production Tolerance %	Design Limits % Passing	Production Tolerance %	Design Limits % Passing	Production Tolerance %
¾"					100	
½"			100		85-100	+/-4
3/8"	100		85-100	+/-4	60-90	+/-4
¼"	85-100	+/-4	30-50	+/-4	30-50	+/-4
#4	40-60	+/-3	24-40	+/-3	24-40	+/-3
#8	21-32	+/-3	21-32	+/-3	21-32	+/-3
#16	16-26	+/-3	16-26	+/-3	16-26	+/-3
#30	12-20	+/-2	12-20	+/-2	12-20	+/-2
#50	8-16	+/-2	8-16	+/-2	8-16	+/-2
#100	5-10	+/-1	5-10	+/-1	5-10	+/-1
#200	4-7	+/-1	4-7	+/-1	4-7	+/-1
% PGB	4.9 – 5.5		4.8 – 5.4		4.8 – 5.4	

**Note:** All aggregate percentages are based on total weight of aggregate.

- 1. Asphalt Binder.** Unless otherwise specified, a PG64-22 binder shall be utilized for all locations.
- 2. Course Aggregate.** If the coarse aggregates are from more than one source or of more than one type of material, proportion and blend all constituents to provide a uniform mixture. Use 100% crushed stone from an approved source and meets one of the following requirements.

- a. Sandstone, granite, chert, traprock, or other similar non-carbonate material. Non-carbonate particles are defined as having a minimum acid insoluble residue content of 80.0%
  
- b. Gravel, or a natural or manufactured blend of the following types of material: limestone, dolomite, gravel, sandstone, granite, chert, traprock or other similar materials meeting the following requirements:
  - 1/2” Nominal Maximum Size Aggregate Mixes – A minimum of 20.0% of plus 3/8” particles must be non-carbonate.
  - 3/8” Nominal Maximum Size Aggregate Mixes – A minimum of 20.0% of plus #4 particles must be non-carbonate.
  - Non-carbonate particles are defined as having a minimum acid insoluble residue content of 80.0%.

<b>Table 2 – Coarse Aggregate Properties</b>		
Property	Method	Requirement
LA Abrasion Coefficient, maximum % loss	AASHTO T 96	25
Maximum percent passing #30, %	AASHTO T11, T27	2
Soundness, maximum % loss	AASHTO T 104	10

**Note: Anti-stripping agents may be required to provide resistance to stripping.**

It is recommended that the coarse aggregate portion (plus #8 material) meets the gradation. Requirements given in Table 3

<b>Table 3 – Coarse Aggregate Gradation</b>			
Screen Size	Type A (% Passing)	Type B (% Passing)	Type C (% Passing)
3/4”			100
1/2”		100	85-100
3/8”	100	85-100	25-50
1/4”	85-100	0-15	0-15
#4	25-50	0-3	0-3
#8	0-3	0	0

- 3. Fine Aggregate.** Use 100% crushed stone having a minimum sand equivalent of 60%, as determined by AASHTO T176, “Plastic fines in Graded Aggregates and Soils by Use of the Sand Equivalent Test.” It is recommended that the fine aggregate portion (minus #4 material) meet the gradation requirements given in Table 4 – Fine Aggregate Gradation.

Table 4 – Fine Aggregate Gradation	
Sieve Size	Percent Passing
#4	100
#8	90-100
#16	60-80
#30	45-60
#50	30-40
#100	20-30
#200	15-25

- 4. Mineral Filler.** Mineral Filler shall conform to the requirements of M.04.01.

**Polymer Modified Asphalt Emulsion.** CRS-1, except as modified in Table 5 – Polymer Modified Asphalt Emulsion Material Properties. Mill or blend the polymer modifier into the asphalt emulsion base or the emulsifying agent prior to the emulsification process.

Table 5 – Polymer Modified Asphalt Emulsion Material Properties			
Property	Method	Minimum	Maximum
Polymer Content, % by weight of Total Residue	--	3.0	--
Demulsibility	ASTM D244	40	--

**EQUIPMENT:**

- Paving.** The self-priming paver shall be capable of spraying the polymer modified asphalt emulsion, applying the hot asphalt overlay and smoothing the surface of the mat in one pass at a rate of at least 30 ft./minute. The self-priming paver shall be equipped with a receiving hopper, feed conveyor, emulsion storage tank, metered high-pressure emulsion spray bar and a variable width, heated, ironing-type screed. The screed shall have the ability to be crowned at the center both positively and negatively and have vertically adjustable extensions to accommodate the desired pavement profile.
- Compaction.** Compaction requires a minimum of two (2) 8-10-ton steel wheel rollers, operating in the static mode, sufficient to match paving production. The rollers shall be equipped with wheel sprinklers and scrapers. Roller wheels shall be smooth and free from openings or projections that will mar the surface of the new bituminous surface course.

## **CONSTRUCTION METHOD:**

### **A. Surface Preparation**

1. ConnDOT shall perform all surface preparation prior to application of the emulsion.
2. ConnDOT shall thoroughly clean the entire area to be overlaid. Rotary power brooms and vacuuming may be required.
3. The Contractor shall cover all manhole covers, water boxes, catch basins and other such utility structures with plastic or building felt. Reference each for location and adjustment after paving.
4. Contractor shall remove all standing water. A damp surface is acceptable if favorable weather conditions are expected during paving operations.

### **B. Application**

The minimum pavement surface temperature for application of the polymer modified asphalt emulsion and placement of the wearing course is 50°F. Placement may begin if the air and surface temperatures are 45°F and rising. The finished surface treatment has a minimum thickness of 1/2" for Type A and 5/8" for Types B and C. The Contractor shall:

1. Apply the polymer modified asphalt emulsion at a temperature of 140°F-175°F. Provide a uniform application across the entire width to be overlaid, at a rate of 0.20 gal/s.y. +/- 0.05. Continuously monitor the spray rate.
2. No equipment shall come in contact with the polymer modified asphalt emulsion before the hot mix asphalt wearing course is applied.
3. Immediately after applying the polymer modified asphalt emulsion, apply the hot mix asphalt overlay across the full width of the emulsion at a temperature of 300°F - 350°F.

### **C. Compaction**

The Contractor shall begin compaction immediately after application of the wearing course. Use a minimum of two (2) static passes. The roller(s) shall not be allowed to stop on the freshly placed wearing course. Use an adequate number of rollers to complete compaction before the pavement temperature falls below 185°F. Protect the wearing course from traffic until the rolling operation is complete and the material has cooled sufficiently to resist damage.



**MILLING MACHINE:**

A price is required for a bituminous concrete milling machine. The range is to be a width of 24 inches by a depth of up to 4 inches.

The unit is to be furnished with an operator. When the services of a milling machine are required on a project, a minimum payment of four (4) hours will be paid. Transportation shall not be paid to and from the project site.

**Measurement and Payment.** The completed work as measured shall be paid for at the contract unit price for the following contract items:

<b>Contact Item (Pay Item)</b>	<b>Pay Unit</b>
Hot Mix Asphalt Treatment, Type A	Ton
Hot Mix Asphalt Treatment, Type B	Ton
Hot Mix Asphalt Treatment, Type C	Ton
Traffic Control	Ton
Asphalt Emulsion	Gallon
Milling Machine	Hour

Project: Furnishing And Applying Ultra Thin Hot Mix Asphalt Materials

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

H 14430

**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 Statewide

FAP Number: State Number:

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<b>CLASSIFICATION</b>	<b>Hourly Rate</b>	<b>Benefits</b>
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	\$33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	\$32.43	21.58
2) Carpenters, Piledrivermen	\$29.03	19.27

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2a) Diver Tenders	\$29.03	19.27
3) Divers	\$37.49	19.27
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	\$40.25	14.75
4a) Painters: Brush and Roller	\$28.47	15.40
4b) Painters: Spray Only	\$31.47	15.40
4c) Painters: Steel Only	\$30.47	15.40
4d) Painters: Blast and Spray	\$31.47	15.40
4e) Painters: Tanks, Tower and Swing	\$30.47	15.40

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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)	\$35.40	20.76
6) Ironworkers: (Ornamental, Reinforcing, Structural, and Precast Concrete Erection)	\$33.00	26.58 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	\$37.62	22.51
----LABORERS----- Last updated 5/10/10		
8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	\$25.00	15.00
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen, air tool operator	\$25.25	15.00
10) Group 3: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license)	\$25.50	15.00
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block pavers and curb setters	\$25.50	15.00

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12) Group 5: Toxic waste removal (non-mechanical systems)	\$27.00	15.00
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13) Group 6: Blasters	\$26.75	15.00
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Group 7: Asbestos Removal, non-mechanical systems (does not include leaded joint pipe)	\$26.00	15.00
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Group 8: Traffic control signalmen	\$16.00	15.00
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----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.---- Last updated 5/10/10----

13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	\$29.44	15.00 + a
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13b) Brakemen, Trackmen	\$28.58	15.00 + a
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----CLEANING, CONCRETE AND CAULKING TUNNEL----Last updated 5/10/10----

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14) Concrete Workers, Form Movers, and Strippers \$28.58 15.00 + a

15) Form Erectors \$28.88 15.00 + a

----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND  
TUNNEL IN FREE AIR:----Last updated 5/10/10----

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers \$28.58 15.00 + a

17) Laborers Topside, Cage Tenders, Bellman \$28.48 15.00 + a

18) Miners \$29.44 15.00 + a

----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED  
AIR: ----Last updated 5/10/10----

18a) Blaster \$35.21 15.00 + a

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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	\$35.04	15.00 + a
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20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	\$33.27	15.00 + a
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21) Mucking Machine Operator	\$35.75	15.00 + a
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----TRUCK DRIVERS----(\*see note below)

Two axle trucks	\$27.88	14.53 + a
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Three axle trucks; two axle ready mix	\$27.98	14.53 + a
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Three axle ready mix	\$28.03	14.53 + a
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Four axle trucks, heavy duty trailer (up to 40 tons)	\$28.08	14.53 + a
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Four axle ready-mix	\$28.13	14.53 + a
Heavy duty trailer (40 tons and over)	\$28.33	14.53 + a
Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	\$28.13	14.53 + 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. (Trade License Required)	\$35.05	18.60 + a
Group 2: Cranes (100 ton rate capacity and over); Backhoe/Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer). (Trade License Required)	\$34.73	18.60 + a
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.). (Trade License Required)	\$33.99	18.60 + a
Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	\$33.60	18.60 + a

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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrel)	\$33.01	18.60 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	\$33.01	18.60 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	\$32.70	18.60 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and Under Mandrel).	\$32.36	18.60 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	\$31.96	18.60 + 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).	\$31.53	18.60 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	\$29.49	18.60 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	\$29.49	18.60 + a

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Group 12: Wellpoint Operator.	\$29.43	18.60 + a
Group 13: Compressor Battery Operator.	\$28.85	18.60 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	\$27.71	18.60 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	\$27.30	18.60 + a
Group 16: Maintenance Engineer/Oiler	\$26.65	18.60 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	\$30.96	18.60 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	\$28.54	18.60 + a

\*\*NOTE: SEE BELOW

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----LINE CONSTRUCTION----(Railroad Construction and Maintenance)----Last updated 9/3/2010----

20) Lineman, Cable Splicer, Dynamite Man	\$44.36	3% + 13.70
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21) Heavy Equipment Operator	\$39.92	3% + 13.70
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22) Equipment Operator, Tractor Trailer Driver, Material Men	\$37.71	3% + 13.70
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23) Driver Groundmen	\$33.27	3% + 13.70
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----LINE CONSTRUCTION----Last updated 4/17/09----

24) Driver Groundmen	\$30.92	6.5% + 9.70
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25) Groundmen	\$22.67	6.5% + 6.20
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Project: Furnishing And Applying Ultra Thin Hot Mix Asphalt Materials

26) Heavy Equipment Operators	\$37.10	6.5% + 10.70
27) Linemen, Cable Splicers, Dynamite Men	\$41.22	6.5% + 12.20
28) Material Men, Tractor Trailer Drivers, Equipment Operators	\$35.04	6.5% + 10.45

*As of:* Monday, November 15, 2010

Project: Furnishing And Applying Ultra Thin Hot Mix Asphalt Materials

*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 extra

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

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

~Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing 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](http://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: Monday, November 15, 2010

Project: Furnishing And Applying Ultra Thin Hot Mix Asphalt Materials

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

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

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

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

*As of:*

Monday, November 15, 2010

**Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions.** (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

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

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

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

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

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine

Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.



## Informational Bulletin

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

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

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

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

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

November 29, 2006

## Notice

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

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

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

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

#### **Forklift Operator:**

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

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

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

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

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

## Statute 31-55a

You are here: [DOL Web Site](#) › [Wage and Workplace Standards](#) › [Statute 31-55a](#)

### - Special Notice -

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

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

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

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

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

←-- [Workplace Laws](#)

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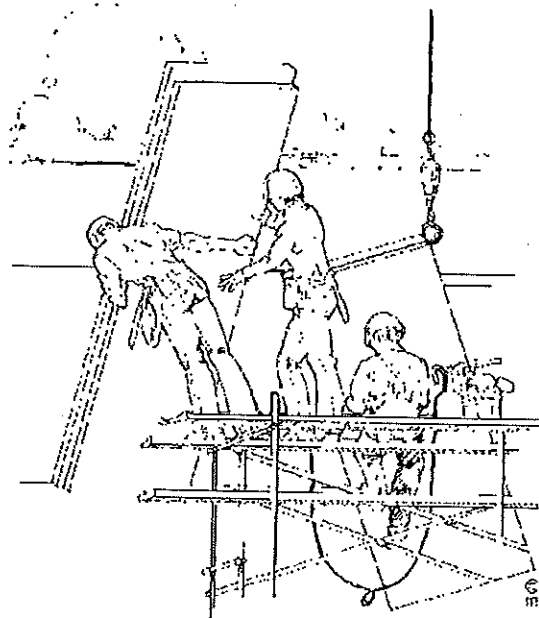
~NOTICE~

TO ALL CONTRACTING AGENCIES

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

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

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



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

CONTRACTING AGENCY CERTIFICATION FORM

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

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

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

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

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

CONTRACTOR INFORMATION

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION  
CONTRACTORS WAGE CERTIFICATION FORM

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

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

and all of its subcontractors will pay all workers on the

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

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

\_\_\_\_\_  
Signed

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

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

Return to:

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

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

## Certified Payroll Form WWS - CPI

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

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

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

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

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

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

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



# CHAPTER 557\*

## EMPLOYMENT REGULATION

\*Function of commissioner of labor with respect to this chapter. 129 C. 345.

Temporary injunctions would not be granted to restrain the enforcement of the penal provisions even if the enforcement of this chapter would be accompanied by injury to the plaintiff's property. 9 CS 116.

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## PART I HOURS OF LABOR

### **Sec. 31-12. Hours of labor of minor, elderly and handicapped persons in manufacturing or mechanical establishments.**

- (a) None of the following persons under the conditions hereinafter described shall be employed in any manufacturing or mechanical establishment more than nine hours in any day or forty-eight hours in any calendar week: (1) Persons under the age of eighteen years who are not enrolled in and have not graduated from a secondary educational institution; (2) persons sixty-six years of age or older, except with their consent; (3) handicapped persons, so designated by medical or governmental authority, except with their consent and after certification by a physician that the extended hours of work will not be injurious to their health; (4) disabled veterans, as defined under state or federal law, except with their consent and after certification by a physician that the extended hours of work will not be injurious to their health.
- (b) If the Labor Commissioner finds, upon application of an employer, that an emergency exists or that seasonal or peak demand places an unusual and temporary burden upon any manufacturing or mechanical establishment, any such person may be employed in such establishment not more than ten hours in any day nor more than fifty-five hours in any calendar week, but the total number of weeks of any such employment in any twelve consecutive months shall not exceed twelve.
- (c) With respect to any group, category or class of employees for which a work week of less than five days has been established or agreed upon, the employer shall adhere to the applicable weekly limitation period herein prescribed but may extend the number of hours per day for each day of the shortened work week provided the number of hours shall be the same for each day of the work week.
- (d) In the event of war or other national emergency, the commissioner after investigation may, with the approval of the Governor, extend the number of weeks of any such employment if such extension is necessary to meet scheduled production of war or critical material.
- (e) No person under eighteen years of age shall be employed in any manufacturing or mechanical establishment more than (1) six hours in any regularly scheduled school day unless the regularly scheduled school day immediately precedes a nonschool day or eight hours in any other day, and (2) thirty-two hours in any calendar week during which the school in which such person is enrolled is in session, or forty-eight hours in any calendar week during which the school in which such person is enrolled is not in session. Notwithstanding any provision of this section, the number of hours such person participates in a work experience that is part of an approved educational plan, cooperative program or school-to-work program shall not be counted against the daily or weekly limits set forth in this section.
- (f) Any person who, or firm or corporation which, violates any of the provisions of this section shall be fined not more than twenty-five dollars for the first offense and be fined not more than one hundred dollars or imprisoned not more than thirty days or both for any subsequent offense.
- (g) The provisions of this section shall not apply to permanent salaried employees in executive, administrative or professional positions as defined by the Labor Commissioner, or to persons under eighteen years of age who have graduated from a secondary educational institution.

(1949 Rev., S. 7343; September, 1950, S. 3009d; 1963, P.A. 158; 1969, P.A. 802, S. 1; P.A. 73-65, S. 1, 2; P.A. 85-28, S. 1; P.A. 98-210, S. 1.)

History: 1963 act deleted provision requiring employers' to post required work hours for minors and women and prohibiting employment of such persons for longer on any day than posted required hours and added provision excluding permanent salaried employees in executive, administrative or professional positions from section provisions; 1969 act changed maximum number of weeks in a year when ten-hour days or fifty-five hour weeks may be required from eight to twelve; P.A. 73-65 deleted women from applicability of provisions and extended applicability to cover persons sixty-six and older, handicapped persons and disabled veterans and added provision re shortened work weeks; P.A. 85-28 exempted persons who have graduated from a secondary educational institution from the employment restrictions placed on minors; P.A. 98-210 clarified that applicability is to persons under eighteen years of age who are not enrolled in and have not graduated from a secondary educational institution, reduced the number of hours a student under eighteen years of age may work in a manufacturing or mechanical establishment while school is in session, created an exemption for graduates under eighteen years of age, and added alphabetic Subsec. indicators and numeric Subdiv. indicators.

Cited. 203 C. 34, 36.

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**Sec. 31-13. Hours of labor of minors, elderly and handicapped persons in mercantile establishments.** (a) None of the following persons under the conditions hereinafter described shall be employed in any mercantile establishment more than

eight hours in any one day, or more than six days in any one calendar week or more than forty-eight hours in any one calendar week: (1) Persons under the age of eighteen years who are not enrolled in and have not graduated from a secondary educational institution; (2) persons sixty-six years of age or older, except with their consent; (3) handicapped persons, so designated by medical or governmental authority, except with their consent and after certification by a physician that the extended hours of work will not be injurious to their health; (4) disabled veterans, as defined under state or federal law, except with their consent and after certification by a physician that the extended hours of work will not be injurious to their health; but any such person may be permitted to work in any such establishment one day in any calendar week for not more than ten hours, for the purpose of making one shorter day during such week, and any employer who, during any year, gives not fewer than seven holidays with pay shall be exempt from the foregoing provisions hereof during the period from the eighteenth to the twenty-fifth day of December of such year.

(b) If the Labor Commissioner finds, upon application of an employer, that an emergency exists or that seasonal or peak demand places an unusual and temporary burden upon any mercantile establishment, any such person may be employed in such establishment not more than ten hours in any day nor more than fifty-two hours in any calendar week, but the total number of weeks of any such employment in any twelve months shall not exceed eight.

(c) No person under eighteen years of age shall be employed in any mercantile establishment more than (1) six hours in any regularly scheduled school day unless the regularly scheduled school day immediately precedes a nonschool day or eight hours in any other day, and (2) thirty-two hours in any calendar week during which the school in which such person is enrolled is in session, or forty-eight hours in any other calendar week during which the school in which such person is enrolled is not in session. Notwithstanding any provision of this section, the number of hours such person participates in a work experience that is part of an approved educational plan, cooperative program or school-to-work program shall not be counted against the daily or weekly limits set forth in this section.

(d) Each employer in any such establishment shall post in a conspicuous place in each room where such persons are employed a notice, the form of which shall be furnished by the Labor Commissioner, stating specifically the hours of work required of such persons on each day of the week, and the employment of any such persons for a longer time than so stated shall be a violation of this section.

(e) Any person who violates any provision of this section shall be fined not more than one hundred dollars for each offense.

(f) The provisions of this section shall not apply to permanent salaried employees in executive, managerial or supervisory positions excepted from the provisions of part I of chapter 558 who receive a regular salary of not less than the minimum fixed for such employment in any wage order or administrative regulation issued under authority of said part, or to persons under eighteen years of age who have graduated from a secondary educational institution.

(1949 Rev., S. 7344; 1953, S. 3010d; 1969, P.A. 802, S. 2; P.A. 73-83, S. 1, 3; P.A. 85-28, S. 2; P.A. 98-210, S. 2.)  
History: 1969 act increased period during which ten-hour days and fifty-two hour weeks are permissible from four to eight weeks during any year; P.A. 73-83 deleted women from applicability of provisions and extended applicability to cover persons sixty-six or older, handicapped persons and disabled veterans; P.A. 85-28 exempted persons who have graduated from a secondary educational institution from the employment restrictions placed on minors; P.A. 98-210 clarified that applicability is to persons under eighteen years of age who are not enrolled in and have not graduated from a secondary educational institution, reduced the number of hours a student under eighteen years of age may work in a mercantile establishment while school is in session, created an exemption for graduates under eighteen years of age, and added alphabetic Subsec. indicators and numeric Subdiv. indicators.

Cited. 129 C. 339.

Nominal president deemed an employee. 10 CS 171.

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**Sec. 31-13a. Employer to furnish record of hours worked, wages earned and deductions.** With each wage payment each employer shall furnish to each employee in writing a record of hours worked, the gross earnings showing straight time and overtime as separate entries, itemized deductions and net earnings, except that the furnishing of a record of hours worked and the separation of straight time and overtime earnings shall not apply in the case of any employee with respect to whom the employer is specifically exempt from the keeping of time records and the payment of overtime under the Connecticut Minimum Wage Act or the Fair Labor Standards Act.

(1959, P.A. 338; P.A. 80-79.)

History: P.A. 80-79 required that employees be furnished records of earnings "showing straight time and overtime as separate entries", specified that provisions are inapplicable where employer is exempt from paying overtime and deleted

provisions which had excluded salaried employees from applicability.

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**Sec. 31-13b. Visible clock required as part of time card system.** On and after January 1, 1977, no employer, private, municipal or state, shall use a time card system, recording clock or other device intended to record the work time of an employee unless such system, clock or device has incorporated within it a clock which is synchronized with such system, clock or device and which is displayed so as to be easily visible.  
(P.A. 76-87.)

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**Sec. 31-14. Night work of minors regulated.** (a) No person under eighteen years of age shall be employed in any manufacturing, mechanical or mercantile establishment between the hours of ten o'clock in the evening and six o'clock in the morning, except that such persons may be employed in any manufacturing, mechanical or mercantile establishment until eleven o'clock in the evening or any supermarket until twelve o'clock midnight on any night other than a night preceding a regularly scheduled school day. No such person may be discharged or discriminated against in any manner for refusing to work later than ten o'clock in the evening.

(b) In the event of war or other serious emergency, the Governor may suspend the limitations upon evening or night work contained in this section as to any industries or occupations as he may find such emergency demands.

(c) The provisions of this section shall not apply to persons under eighteen years of age who have graduated from a secondary educational institution.

(d) For purposes of this section, "supermarket" means any retail food store occupying a total retail sales area of more than three thousand five hundred square feet.

(1949 Rev., S. 7345; P.A. 84-501, S. 1; P.A. 85-28, S. 3; P.A. 98-210, S. 3.)

History: P.A. 84-501 provided that minors may be employed in supermarkets until midnight on nights not preceding a school day, but prohibited discrimination for refusing to work the extra hours, and defined "supermarket"; P.A. 85-28 exempted persons who have graduated from a secondary educational institution from the employment restrictions placed on minors; P.A. 98-210 established eleven p.m. limit for employment of persons under eighteen years of age on days preceding nonschool days in manufacturing, mechanical and mercantile establishments, replaced the term "minor" with the term "person" throughout section, and added alphabetic Subsec. indicators and numeric Subdiv. indicators.

Cited. 126 C. 682.

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**Sec. 31-15. Penalty.** (a) Any person who wilfully employs, or has in his employment or under his charge, any person in violation of section 31-14 and who permits any such person to be so employed shall be fined not more than fifty dollars for the first offense and be fined not more than two hundred dollars or imprisoned not more than thirty days or both for any subsequent offense.

(b) Any parent or guardian who permits any minor to be employed in violation of section 31-12, 31-13 or 31-14 shall be fined not more than fifty dollars for each offense.

(c) A certificate of the age of a person made as provided in section 10-193 shall be conclusive evidence of his age upon the trial of any person other than the parent or guardian for violation of any provision of said section 31-12, 31-13 or 31-14.

(d) Nothing in this chapter shall affect the provisions of section 10-184.

(1949 Rev., S. 7346; P.A. 86-333, S. 25, 32; P.A. 97-263, S. 7; P.A. 98-210, S. 4.)

History: P.A. 86-333 deleted reference to repealed Sec. 10-189; P.A. 97-263 doubled the amount of all fines; P.A. 98-210 replaced the term "minor" with the term "person" throughout section and added alphabetic Subsec. indicators and numeric Subdiv. indicators.

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**Sec. 31-16. Night work in messenger service.** No person under the age of eighteen years shall be employed by any telegraph or messenger company, in cities having a population of twenty thousand or over, to distribute, transmit or



deliver goods or messages between the hours of ten o'clock at night and five o'clock in the morning. The manager of the office of any corporation who violates any provision of this section shall be fined not more than fifty dollars for each day of such employment. The provisions of this section shall not apply to persons under the age of eighteen who have graduated from a secondary educational institution.

(1949 Rev., S. 7347; P.A. 85-28, S. 4; P.A. 97-263, S. 8.)

History: P.A. 85-28 exempted persons who have graduated from a secondary educational institution from the employment restrictions placed on minors; P.A. 97-263 increased amount of fine from twenty to fifty dollars.

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**Sec. 31-17. Hours of labor of minors and women in bowling alleys, shoe-shining establishments, billiard and pool rooms.** Section 31-17 is repealed.

(1949 Rev., S. 7348; 1963, P.A. 159.)

See Sec. 31-18.

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**Sec. 31-18. Hours of labor of minors, elderly and handicapped persons in certain other establishments.** (a) No public restaurant, cafe, dining room, barber shop, hairdressing or manicuring establishment, amusement or recreational establishment, bowling alley, shoe-shining establishment, billiard or pool room or photograph gallery shall employ or permit to work any person under eighteen years of age (1) between the hours of ten o'clock in the evening and six o'clock in the morning, or any of the persons described below under conditions herein set forth more than nine hours in any day: (A) Persons sixty-six years of age or older, except with their consent; (B) handicapped persons, so designated by medical or governmental authority, except with their consent and after certification by a physician that the extended hours of work will not be injurious to their health; (C) disabled veterans, as defined under state or federal law, except with their consent and after certification by a physician that the extended hours of work will not be injurious to their health; provided any such person may be permitted to work in any such establishment one day in a week for not more than ten hours on such day, but not more than six days or forty-eight hours in any one week, and provided further, persons between sixteen and eighteen years of age may be employed in any amusement or recreational establishment, restaurant, cafe or dining room, or employed in any theater until twelve o'clock midnight unless such persons are regularly attending school in which case such minors may be employed until eleven o'clock in the evening on days which precede a regularly scheduled school day and until twelve o'clock midnight during any regular school vacation season and on days which do not precede a regularly scheduled school day, and (2) more than (A) six hours in any regularly scheduled school day unless the regularly scheduled school day immediately precedes a nonschool day or eight hours in any other day, and (B) thirty-two hours in any calendar week during which the school in which such person is enrolled is in session or forty-eight hours in any other calendar week during which the school in which such person is enrolled is not in session. Notwithstanding any provision of this section, the number of hours such person participates in a work experience that is part of an approved educational plan, cooperative program or school-to-work program shall not be counted against the daily or weekly limits set forth in this section.

(b) The hours of labor of such persons shall be conspicuously posted in such establishment in such form and manner as the Labor Commissioner determines.

(c) The provisions of this section shall not apply to any person under eighteen years of age who has graduated from a secondary educational institution.

(d) Any person who violates any provision of this section shall be fined not more than two hundred dollars for each offense.

(1949 Rev., S. 7349; 1963, P.A. 160; 1971, P.A. 479; P.A. 73-83, S. 2, 3; 73-84; 73-616, S. 63; P.A. 77-204; P.A. 81-114; P.A. 85-28, S. 5; P.A. 97-263, S. 9; P.A. 98-210, S. 5.)

History: 1963 act extended applicability to cover amusement or recreational establishments, bowling alleys, shoe-shining establishments and billiard or pool rooms; 1971 act added provision re employment of minors between sixteen and eighteen years old who do not regularly attend school, in restaurants, cafes or dining rooms; P.A. 73-83 deleted provision prohibiting employment of women for more than nine hours a day in specified establishments and extended nine-hour limit to persons sixty-six or older, handicapped persons and disabled veterans; P.A. 73-84 allowed employment of persons sixteen to eighteen years old who do not regularly attend school, in restaurants, cafes and dining rooms until midnight rather than eleven p.m. as was previously the case; P.A. 73-616 extended midnight limit for employment of minors in

eating establishments to persons who regularly attend school, during vacations and days which do not precede school days; P.A. 77-204 made provisions re minors between sixteen and eighteen years old applicable to those employed as ushers in nonprofit theaters; P.A. 81-114 allowed minors who regularly attend school to work in restaurants, cafes or theaters until eleven o'clock in the evening on days preceding school days and replaced alphabetic Subdiv. indicators with numeric indicators; P.A. 85-28 exempted persons who have graduated from a secondary educational institution from the employment restrictions placed on minors; P.A. 97-263 increased the amount of fine from one hundred to two hundred dollars; P.A. 98-210 allowed employment of persons between sixteen and eighteen years of age who do not regularly attend school, in amusement and recreational establishments and for-profit theaters until midnight rather than ten p.m. as was previously the case, limited employment of persons between sixteen and eighteen years of age who regularly attend school, in public restaurants, cafes, dining rooms, barber shops, bowling alleys, hairdressing, manicuring, amusement, recreational or shoe shining establishments while school is in session, deleted the exemption for hotel establishments, created an exemption for graduates under eighteen years of age, replaced the term "minor" with the term "person" throughout the section and added alphabetic Subsec. indicators and numeric Subdiv. indicators.

Former statute a valid exercise of police power. 126 C. 678. Women entertainers within statute. Id.

Constitutionality. 14 CS 485. Prohibition of employment of females between designated hours in certain establishments held to be valid exercise of police powers. Id.

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**Secs. 31-19 and 31-20. Employment of women between one a.m. and six a.m. Hours of women entertainers.**

Sections 31-19 and 31-20 are repealed.

(1949 Rev., S. 7350, 7351; 1949, S. 3011; 1972, P.A. 127, S. 60; P.A. 74-185, S. 5.)

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**Sec. 31-21. Legal day's work.** Eight hours of labor performed in any one day by any one person shall be a legal day's work unless otherwise agreed.

(1949 Rev., S. 7355.)

Statute is superseded by agreement express or implied; earnings on excess above eight hours, in absence of agreement, not recoverable. 37 C. 221.

Cited. 18 CS 158.

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**Sec. 31-22. Labor Commissioner's duties of enforcement and reports.** The Labor Commissioner shall examine into the employment of minors and into the observance of the regulations contained in parts I and II of this chapter and part II of chapter 558, investigate all complaints of violations thereof and report all cases of such violations to the prosecuting officer having jurisdiction thereof. Said commissioner shall include in his annual report to the Governor, as provided in section 4-60, the number of such violations so reported by him and of the prosecutions instituted thereon.

(1949 Rev., S. 7370; September, 1957, P.A. 11, S. 13; P.A. 74-185, S. 2.)

History: P.A. 74-185 deleted references to commissioner's duty to study employment of women.

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## PART II PROTECTION OF EMPLOYEES

**Sec. 31-23. Employment of minors prohibited in certain occupations. Exceptions.** (a) No minor under sixteen years of age shall be employed or permitted to work in any manufacturing, mechanical, mercantile or theatrical industry, restaurant or public dining room, or in any bowling alley, shoe-shining establishment or barber shop, provided the Labor Commissioner may authorize such employment of any minor between the ages of fourteen and sixteen who is enrolled in (1) a public school in a work-study program as defined and approved by the Commissioner of Education and the Labor Commissioner or in a program established pursuant to section 10-20a or (2) a summer work-recreation program sponsored by a town, city or borough or by a human resources development agency which has been approved by the Labor



Commissioner, or both, and provided the prohibitions of this section shall not apply to any minor over the age of fourteen who is under vocational probation pursuant to an order of the Superior Court as provided in section 46b-140 or to any minor over the age of fourteen who has been placed on vocational parole by the Commissioner of Children and Families.

(b) (1) Notwithstanding the provisions of subsection (a) of this section, a minor who has reached the age of fifteen may be employed or permitted to work in any mercantile establishment, from June 19, 1992, to September 30, 2002, inclusive, as a bagger, cashier or stock clerk, provided such employment shall be (A) limited to periods of school vacation during which school is not in session for five consecutive days or more except that such minor employed in a retail food store who may work on any Saturday during the year; (B) for not more than forty hours in any week; (C) for not more than eight hours in any day; and (D) between the hours of seven o'clock in the morning and seven o'clock in the evening, except that from July first to the first Monday in September in any year, any such minor may be employed until nine o'clock in the evening. (2) Each person who employs a fifteen-year-old minor in any mercantile establishment pursuant to this subsection shall obtain a certificate stating that such minor is fifteen years of age or older, as provided in section 10-193. Such certificate shall be kept on file at the place of employment and shall be available at all times during business hours to the inspectors of the Labor Department. (3) The Labor Commissioner may adopt regulations, in accordance with the provisions of chapter 54, as he deems necessary to implement the provisions of this subsection.

(c) No minor under the age of eighteen years shall be employed or permitted to work in any occupation which has been or shall be pronounced hazardous to health by the Department of Public Health or pronounced hazardous in other respects by the Labor Department. This section shall not apply to the employment or enrollment of minors sixteen years of age and over as apprentices in bona fide apprenticeship courses in manufacturing or mechanical establishments, vocational schools or public schools, or to the employment of such minors who have graduated from a public or private secondary or vocational school, in any manufacturing or mechanical establishment or to the enrollment of such minors in a cooperative work-study program approved by the Commissioner of Education and the Labor Commissioner or in a program established pursuant to section 10-20a. No provision of this section shall apply to agricultural employment, domestic service, street trades or the distribution of newspapers. For purposes of this subsection, the term "cooperative work-study program" means a program of vocational education, approved by the Commissioner of Education and the Labor Commissioner, for persons who, through a cooperative arrangement between the school and employers, receive instruction, including required academic courses and related vocational instruction by alternation of study in school with a job in any occupational field, provided these two experiences are planned and supervised by the school and employers so that each contributes to the student's education and to his employability. Work periods and school attendance may be on alternate half days, full days, weeks or other periods of time in fulfilling the cooperative work-study program.

(d) Each person who employs a minor under the age of eighteen years shall obtain a certificate stating the age of such minor as provided in section 10-193. Such certificates shall be kept on file at the place of employment and shall be available at all times during business hours to the inspectors of the Labor Department.

(e) Any person, whether acting for himself or as an agent for another, who employs or authorizes or permits to be employed any minor in violation of this section shall be fined not more than two hundred dollars.

(1949 Rev., S. 7352; February, 1965, P.A. 186, S. 1; 1969, P.A. 203, S. 1; 498, S. 2; P.A. 73-49, S. 2, 3; P.A. 75-16; 75-282; P.A. 76-436, S. 617, 681; P.A. 77-614, S. 323, 610; P.A. 86-333, S. 26, 32; P.A. 87-195, S. 1; P.A. 88-360, S. 52, 53, 63; May Sp. Sess. P.A. 92-16, S. 85, 89; P.A. 93-91, S. 1, 2; 93-381, S. 9, 39; P.A. 94-116, S. 27, 28; P.A. 95-257, S. 12, 21, 58; P.A. 97-38; 97-263, S. 10; P.A. 00-144, S. 3.)

History: 1965 act authorized employment of minor between fourteen and sixteen years old who is enrolled in school in a work-study program in Subsec. (a); 1969 acts authorized employment of minors between fourteen and sixteen in summer work-recreation programs and specified that prohibitions of section do not apply to minors over fourteen years old who are under vocational probation by order of juvenile court in Subsec. (a); P.A. 73-49 specified that provisions do not apply to minors over fourteen years old who are placed on vocational probation by children and youth services commissioner in Subsec. (a); P.A. 75-16 defined "cooperative work-study program" in Subsec. (b) and specified that provisions do not apply to minors enrolled in such programs approved by state board of education and labor commissioner; P.A. 75-282 specified in Subsec. (b) that provisions do not apply to minors who have graduated from secondary or vocational schools who are employed in a manufacturing or mechanical establishment; P.A. 76-436 replaced juvenile court with superior court in Subsec. (a), effective July 1, 1978; P.A. 77-614 replaced department of health with department of health services, effective January 1, 1979; P.A. 86-333 deleted reference to repealed Sec. 10-189 in Subsec. (c); P.A. 87-195 inserted new Subsec. (b) permitting minors who are fifteen years of age to work in any mercantile establishment as baggers, cashiers or stock clerks until September 30, 1992, with certain restrictions on the hours of work and relettered prior Subsecs. (b) to (d), inclusive, accordingly; P.A. 88-360 in Subdiv. (2) of Subsec. (b) provided that the certificate be obtained pursuant to Sec. 10-193, i.e., from the superintendent of schools, rather than from the state board of education and in Subsec. (d)

deleted the provision specifying that the certificate be obtained from the state board of education; May Sp. Sess. P.A. 92-16 amended Subsec. (b) by limiting employment of minors fifteen years of age to school vacations of five consecutive days or longer and deleting provision limiting employment of such minors to not more than two consecutive days without a day off; P.A. 93-91 substituted commissioner and department of children and families for commissioner and department of children and youth services, effective July 1, 1993; P.A. 93-381 replaced department of health services with department of public health and addiction services, effective July 1, 1993; P.A. 94-116 replaced references to "state board" with "commissioner" and added a provision allowing minors to participate in the Connecticut career certificate program under Sec. 10-20a, effective July 1, 1994; P.A. 95-257 replaced Commissioner and Department of Public Health and Addiction Services with Commissioner and Department of Public Health, effective July 1, 1995; P.A. 97-38 amended Subsec. (b) to extend period a minor may work in any mercantile establishment to September 30, 2002; P.A. 97-263 amended Subsec. (e) to increase amount of fine from one hundred to two hundred dollars; P.A. 00-144 amended Subsec. (b) by adding provision permitting minor employed in a retail food store to work on any Saturday.

See Secs. 22-13 to 22-17, inclusive, re employment of minors in agriculture.

See Sec. 46b-140(g) re employment of certain children for whom continued school attendance is deemed to be of no benefit.

Child employed in violation of this section is not thereby precluded from compensation for injury otherwise compensable. 95 C. 164. Former statute cited. 111 C. 232. Violation of statute as actionable cause of death. 129 C. 439. Although employed in violation of statute, plaintiff within workmen's compensation act. 131 C. 157.

Subsec. (b):

Cited. 203 C. 34-38. Cited. 221 C. 465, 467.

Subsec. (c):

Cited. 221 C. 465, 467.

Subsec. (d):

Cited. 221 C. 465, 467.

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**Sec. 31-24. Hazardous employment of children forbidden. Penalty.** Except in state vocational schools or in public schools teaching manual training, no child under sixteen years of age shall be employed or permitted to work in adjusting or assisting in adjusting any belt upon any machine, or in oiling or assisting in oiling, wiping or cleaning machinery, while power is attached, or in preparing any composition in which dangerous acids are used, or in soldering, or in the manufacture or packing of paints, dry colors or red or white lead, or in the manufacture, packing or storing of gun or blasting powder, dynamite, nitroglycerine compounds, safety fuses in the raw or unvarnished state, electric fuses for blasting purposes or any other explosive, or in the manufacture or use of any dangerous or poisonous gas or dye, or composition of lye in which the quantity thereof is injurious to health, or upon any scaffolding, or in any heavy work in any building trade or in any tunnel, mine or quarry, or in operating or assisting to operate any emery, stone or buffing wheel; and, except as otherwise provided in subsection (b) of section 31-23, no child under sixteen years of age shall be employed or permitted to work in any capacity requiring such child to stand continuously. Any person, whether acting for himself or as agent for another, who employs or authorizes or permits to be employed any child in violation of any of the provisions of this section shall be fined not more than two hundred dollars.

(1949 Rev., S. 7353; P.A. 74-185, S. 3; P.A. 87-195, S. 2; P.A. 97-263, S. 11.)

History: P.A. 74-185 prohibited employment of all children under sixteen, regardless of sex, in capacity which requires continuous standing where previously prohibition applied to females only; P.A. 87-195 allowed children under sixteen years of age to work in jobs requiring them to stand continuously as provided in Sec. 31-23; P.A. 97-263 increased amount of fine from one hundred to two hundred dollars.

Cited. 243 C. 66.

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**Sec. 31-25. Operation of elevators by minors.** No person under sixteen years of age shall be employed or permitted to have the care, custody, operation or management of an elevator; any person, partnership or corporation violating this provision shall be fined not more than fifty dollars for each offense. No person under eighteen years of age shall be employed or permitted to have the care, custody, management or operation of an elevator, either for freight or passengers, running at a speed of over two hundred feet per minute; any person, whether acting for himself or as agent for another,

who authorizes or permits the employment of any person in violation of this provision shall be fined not more than two hundred dollars.

(1949 Rev., S. 7354; P.A. 97-263, S. 12.)

History: P.A. 97-263 doubled the amount of both fines.

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**Secs. 31-26 and 31-27. Employment of women before and after confinement. Seats to be provided for female employees.** Sections 31-26 and 31-27 are repealed.

(1949 Rev., S. 7357, 7368; 1972, P.A. 53, S. 1; P.A. 74-185, S. 5.)

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**Sec. 31-28. Registration of manufacturing and mechanical establishments.** (a) Each person who operates or intends to operate in this state any manufacturing or mechanical establishment which has not been registered with the Labor Commissioner or included by him in the "List of Connecticut Factories" shall register each establishment so operated or to be operated with said commissioner, stating, on forms to be supplied by the commissioner, the name and address of the owner, the name under which the business is carried on, the nature of the business, the location of the establishment and such other pertinent information as the commissioner requires. No such person shall open any such establishment until he has secured a certificate of registration signed by the commissioner or his authorized deputy. No such person shall change the location of his place of business until he has secured a certificate of registration for the new place of business, signed by the commissioner or his authorized deputy. Such certificates shall be issued forthwith upon registration and in any event before the expiration of forty- eight hours from the receipt of such registration in the office of the commissioner or his authorized deputy.

(b) Any employer covered by this section who fails to register in compliance with the provisions of this section shall, for the first offense, be fined not less than twenty- five dollars nor more than one hundred dollars and, for any subsequent offense, be fined not less than one hundred dollars nor more than five hundred dollars or imprisoned not less than thirty days nor more than sixty days or be both fined and imprisoned.

(1949 Rev., S. 3748.)

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**Sec. 31-29. Manufacturing license for residential buildings.** No person, except a member of the immediate family residing in a dwelling house, tenement house, rooming house, apartment house or other residential building, and no firm, partnership or corporation shall use such building, in whole or in part, for the manufacture of any products, or parts thereof, until the owner thereof has obtained from the Labor Commissioner a license authorizing its use for such purpose. Said commissioner shall, before granting such license, establish the fact, by thorough inspection, that the building conforms in every respect to the requirements of the general statutes relating to heat, light, safety, health, ventilation and sanitation. The fee for such inspection, which shall accompany such application, shall be twenty-five dollars, payable, whether a license is granted or not, to the Labor Department.

(1949 Rev., S. 3762.)

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**Sec. 31-30. Home workers.** Any person, other than a member of the immediate family residing therein, who, or firm, partnership or corporation which, engages in the manufacture of any products, or parts thereof, in any dwelling house, tenement house, rooming house, apartment house or other residential building, which has been licensed in accordance with section 31-29, shall conform in every respect to the provisions of the general statutes governing the registration and operation of manufacturing and mechanical establishments. Any member or members of the immediate family residing in any dwelling house, tenement house, rooming house, apartment house or other residential building, whether licensed for such purpose or not, may use such place of residence for the purpose of manufacturing products, or parts thereof, either on their own behalf, or on behalf of other manufacturing or mechanical establishments located within the state as hereinafter provided. Such home workers shall conform in every respect to the provisions of the general statutes governing the working hours and conditions of women and minors in manufacturing and mechanical establishments, and, in the

observance thereof, they shall be subject to inspection under the supervision of said commissioner. Said commissioner shall report to the board of health, humane society or other agency having jurisdiction any condition believed to be unhealthful, insanitary or otherwise prejudicial to the well-being of such home workers, in order that such condition may be investigated and corrected by such agency.

(1949 Rev., S. 3763.)

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**Sec. 31-31. Records of home workers and materials.** Manufacturing and mechanical establishments may furnish materials to be manufactured in whole or in part by home workers, if such establishments are located within the state and subject to inspection and supervision by said commissioner or other agencies, as authorized by the general statutes, for the protection of life and health. Such establishments shall record the names and home addresses of all persons to whom materials for manufacturing purposes have been furnished and all payments made to such persons for work thus performed. All such records shall be preserved at least three years. They shall be accessible, during the actual operating hours of such establishments, to said commissioner or his representatives upon presentation of properly executed credentials, in order that the inspection and supervision of home work as provided by section 31-30 may be conducted freely and expeditiously at the discretion of said commissioner.

(1949 Rev., S. 3764.)

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**Sec. 31-32. Penalty.** Any person who, or firm, partnership or corporation which, violates any provision of sections 31-29 to 31-31, inclusive, shall be fined not more than five hundred dollars for each separate offense.

(1949 Rev., S. 3765.)

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**Sec. 31-33. Regulation of industrial home work.** (a) The following terms, as used in this section, shall have the meanings hereinafter specified, unless the context indicates otherwise. (1) "Person" means an individual, a corporation, a limited liability company, a partnership, an association, a joint stock company or a trust or any other unincorporated organization, except charitable organizations. (2) "To process" means to manufacture, finish, repair, prepare, alter, pack, wrap or handle any material and the different forms of the verb shall be interpreted in accordance with this definition. (3) "Home" means any dwelling house, tenement house, rooming house, apartment house or other residential building.

(b) Except as hereinafter provided, no person shall distribute materials, either directly, indirectly or through an employee, agent or independent contractor or any other third party, to a home for the purpose of having such materials processed and thereafter returned to such person or someone designated by him for any purpose other than the personal use of such person or any member of his family.

(c) The Labor Commissioner may issue a certificate permitting a person to distribute materials to any individual sixteen years of age or more to be processed in his home by such individual only, upon submission of proof that injury or illness, not of a communicable nature, or old age physically incapacitates him for work in a factory or other regular place of business or that his services are essential in the home to care for a member of the household; provided the commissioner may issue such certificates to other individuals for processes not requiring mechanical apparatus other than simple hand tools, when he finds, after a satisfactory showing of proof, that home work is customary in such industry or occupation in the state of Connecticut and that the suspension of such home work would work undue hardship on labor or industry; and provided no certificate permitting home work shall be issued for the processing of materials in any home in which any member of the household has a communicable disease; and provided the wage rates paid shall not be lower than the wage rates paid within a factory or other place of business for similar work.

(d) The commissioner may grant to a reputable employer a certificate permitting such employer to distribute approved materials to be processed in approved homes by home workers having permits, upon proof that such processing in the homes is customary and necessary in such employer's industry, that no harmful or dangerous apparatus or substances are to be used and that the persons who are to do the processing fulfill the requirements specified for home workers in subsection (c). Each such employer shall pay a fee of twenty-five dollars each year for such certificate of permission. The commissioner may grant a permit to process specified materials in his home to a person who fulfills the requirements for a home worker specified in subsection (c). The commissioner may revoke any employer's certificate or any home worker's

permit, at any time, for cause.

(e) No employer shall be granted a permit to distribute materials of any kind to any worker or workers to be processed at home unless such employer keeps an accurate record of the name and address of each such worker, an accurate description of the kind and amount of materials so distributed, the rates of compensation to be paid for each kind of processing and the total earnings each week of each worker. Such records shall be available to the inspectors of the department at any time during business hours.

(f) The commissioner shall have power to seize, for use as evidence, any goods which are processed in violation of any provision of this section and any materials which are brought or sent into this state from other states to be processed in Connecticut homes, provided such goods or materials shall be returned to their owners after being used as evidence.

(g) Any person who violates any provision of this section shall be fined not more than twenty-five dollars for each day such violation has been committed or imprisoned not more than thirty days or both, and such violation shall constitute grounds for revoking an employer's certificate or a home worker's permit.

(1949 Rev., S. 3766; P.A. 95-79, S. 106, 189.)

History: P.A. 95-79 amended Subsec. (a) to redefine "person" to include a limited liability company, effective May 31, 1995.

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**Sec. 31-34. Stained glass windows.** Each person, firm or corporation using stained, painted or corrugated glass in factory windows, where the same is injurious to the eyes of the workmen therein, shall remove the same upon the order of the commissioner.

(1949 Rev., S. 3750.)

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**Sec. 31-35. Lighting and sanitary condition of factories and roundhouses.** Section 31-35 is repealed.

(1949 Rev., S. 3751; P.A. 73-379, S. 20, 21.)

See chapter 571 re regulation of occupational health and safety.

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**Sec. 31-36. Toilet room required in foundries. Penalty.** The commissioner shall have authority by order to that effect to require the proprietor of any foundry in which ten or more persons are employed, situated in a locality where there is such system for the disposal of sewage as to make such order practicable, to provide for the use of such employees a toilet room of such suitable dimensions as said commissioner determines, containing washbowls or sinks connected with running water, with facilities for heating the same, such room to be directly connected with such foundry building, properly heated, ventilated and protected from the dust of such foundry. Any person, company or corporation failing to comply with such order shall be fined not more than fifty dollars.

(1949 Rev., S. 3752; P.A. 74-185, S. 4.)

History: P.A. 74-185 referred to foundries which employed ten or more "persons" rather than "men".

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**Sec. 31-37. Toilet accommodations in manufacturing, mechanical and mercantile establishments and restaurants.** Section 31-37 is repealed.

(1949 Rev., S. 3753; February, 1965, P.A. 324; P.A. 73-379, S. 20, 21.)

See chapter 571 re regulation of occupational health and safety.

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**Sec. 31-38. Toilet accommodations on tobacco plantations.** Any person, firm or corporation employing twenty-five or more laborers on a tobacco plantation, which fails to provide adequate toilet accommodations for such employees, so arranged as to secure reasonable privacy for both sexes of such employees, shall be fined not less than twenty dollars nor more than one hundred dollars.

(1949 Rev., S. 8638.)

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**Sec. 31-38a. Sanitary, lighting and heating facilities for railroad employees.** Each railroad company, as that term is defined in section 16-1, shall provide for its employees employed in, at or near depots, terminals, passenger yards, coach yards, freight yards, switching yards, garages, repair shops, warehouses, assembly points, headquarters and other facilities of such company located in this state, adequate sanitary, lighting and heating facilities. The Labor Commissioner shall promulgate such regulations as he deems necessary and reasonable for the provision of such sanitary, lighting and heating facilities as the health of such employees requires. Such regulations shall provide, among other things, for the following: A water supply and drinking facilities; adequate toilet accommodations, which accommodations shall include adequate fixtures and be maintained in good repair and in a clean and sanitary condition, adequately ventilated with windows or suitable ventilators opening to the outside; adequate lighting and means for artificial lighting to illuminate all parts of the required facilities; washing rooms, rest rooms and dressing rooms, including provisions for showers where the nature of the work requires, hot water and lockers; heating facilities to provide sixty-five degrees Fahrenheit heat during the months of November through March; maintenance of such facilities; and such other items as are necessary to effectuate the purposes of this section.

(1959, P.A. 126, S. 1; P.A. 77-2, S. 3, 4.)

History: P.A. 77-2 changed minimum required temperature during months of November through March from sixty- eight to sixty-five degrees Fahrenheit.

Cited. 243 C. 66.

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**Sec. 31-38b. Commissioner to enforce.** The commissioner or his deputies shall inquire into the compliance with the provisions of section 31-38a and the regulations promulgated thereunder, shall make at least one inspection each year of all the facilities involved and shall investigate any complaint regarding the sanitary, lighting or heating facilities of such companies. The commissioner shall issue such orders of compliance as are required to enforce section 31-38a or the regulations thereunder and he shall report any failure to comply with such orders within sixty days to the prosecutor of the criminal court having jurisdiction in the area where the violation occurs. Any railroad company which fails to comply with such order or violates section 31-38a shall be fined not less than one hundred dollars for each such violation. Sections 31-7, 31-8, 31-44 and 31-50 shall, so far as they do not conflict with the terms of section 31-38a and this section, apply to the orders of the Labor Commissioner.

(1959, P.A. 126, S. 2, 3.)

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**Sec. 31-39. Employees in paper factory to be vaccinated.** Section 31-39 is repealed.

(1949 Rev., S. 7358; P.A. 87-134.)

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**Sec. 31-40. Reporting serious accidents in establishments or work places under jurisdiction of Labor**

**Commissioner.** Except as otherwise provided by law, the person in active charge of any establishment or work place coming under the jurisdiction of the Labor Commissioner shall forward by mail to the commissioner at his office, within fifteen days after each accident resulting in serious physical injury to an employee while at work in such establishment or work place, a written notice of every such accident of which he has knowledge, which notice shall state the name of the injured employee, the time of the accident and the nature of the injury and shall also contain a general description of the location in the establishment and of the character of the machine, if any, upon which the employee was at work at the time. The commissioner shall forthwith transmit to the person in charge of such establishment a written acknowledgment of the receipt of such notice, and shall keep a record of such accidents thus reported to him. Such records, notices and reports to the commissioner and any investigation made by him or his deputies or agents shall be privileged and confidential and shall not be open for examination or inspection, and neither such commissioner nor any of his deputies or agents shall be a competent witness as to the facts involved in such accident in any proceeding pending in any court,



unless such commissioner, deputy or agent was present at the time of the occurrence of the accident. The term "accident resulting in serious physical injury", as used in this section, shall be construed to mean an accident which results in the death of the employee or causes his absence from work for at least one week. Any person, after having received from the commissioner forms for such notices, who fails to send notice of any accident as required by this section, shall be fined not more than twenty dollars.

(1949 Rev., S. 3754; 1967, P.A. 444.)

History: 1967 act deleted reference to Hartford as location of commissioner's office, deleted reference to "manufacturing or mercantile" establishments and added reference to work places under commissioner's jurisdiction.

See Sec. 31-316 re employer's duty to record and report employees' injuries and to report insurance coverage and welfare fund payment provided to employees.

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**Sec. 31-40a. (Formerly Sec. 19-48). Reports of occupational diseases and investigations concerning them.** Each physician having knowledge of any person whom he believes to be suffering from poisoning from lead, phosphorus, arsenic, brass, wood alcohol or mercury or their compounds, or from anthrax or from compressed-air illness or any other disease, contracted as a result of the nature of the employment of such person, shall, within forty-eight hours, mail to the Labor Department, Department of Factory Inspection, as provided in section 31-9, a report stating the name, address and occupation of such patient, the name, address and business of his employer, the nature of the disease and such other information as may reasonably be required by said department. The department shall prepare and furnish to the physicians of this state suitable blanks for the reports herein required. No report made pursuant to the provisions of this section shall be admissible as evidence of the facts therein stated in any action at law or in any action under the Workers' Compensation Act against any employer of such diseased person. Any physician who fails to send any report herein required or who fails to send the same within the time specified herein shall be liable to the state for a penalty of not more than ten dollars, recoverable by civil action in the name of the state by said department. The Labor Department, Department of Factory Inspection, as provided in section 31-9, is authorized to investigate and make recommendations for the elimination or prevention of occupational diseases reported to it in accordance with the provisions of this section. Said department is also authorized to study and provide advice in regard to conditions suspected of causing occupational diseases, provided information obtained upon investigations made in accordance with the provisions of this section shall not be admissible as evidence in any action at law to recover damages for personal injury or in any action under the Workers' Compensation Act.

(1949 Rev., S. 3867; P.A. 73-449, S. 2; P.A. 78-349, S. 1, 3; P.A. 79-376, S. 28.)

History: P.A. 73-449 replaced department of health with labor department, department of factory inspection; Sec. 19-48 transferred to Sec. 31-40a in 1975; P.A. 78-349 deleted provision requiring labor department to pay physicians fifty cents for making report; P.A. 79-376 substituted "workers' compensation act" for "workmen's compensation act".

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**Sec. 31-40b. Employers required to provide lung function tests to certain employees.** (a) Each employer shall, when required by the Labor Commissioner, at his own expense, provide lung function tests to each of his employees who, in the course of his employment, comes into contact with chemicals, materials, gases or other substances which have been identified as toxic and hazardous under the Occupational Safety and Health Standards, Subpart Z, Code of Federal Regulations, Title 29, Chapter XVII. The tests to be required, their frequency and the standards of administration of such tests shall be prescribed by regulation by the Labor Commissioner, with the advice of a physician specializing in pulmonary disease. No employee shall be required to have a lung function test against his will.

(b) Each employer employing persons within a foundry shall provide a mandatory lung function test at least once every two years and where appropriate, chest x-rays as prescribed by the Labor Commissioner for those employees exposed to the day to day manufacturing process, at the employer's expense. The tests to be required, the definition of who shall take the tests and the standards for administration of such tests shall be prescribed by regulation adopted on or before January 1, 1981, by the Labor Commissioner, with the advice of a panel of physicians specializing in pulmonary disease. Said panel shall have five members, consisting of three physicians chosen by the Labor Commissioner from a list of qualified pulmonary specialists submitted by The American College of Chest Physicians, one physician chosen by the foundry employers and one physician chosen by the foundry employees. Employees shall be paid for the time involved in such testing. An employee shall be exempted from such testing if the tenets of his religion forbid participation in such tests, and

he requests such an exemption. As used in this section, "foundry" means any business or works which utilizes sand in the casting of metals.

(P.A. 77-445; P.A. 80-132.)

History: P.A. 80-132 added Subsec. (b) re mandatory lung function tests.

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**Sec. 31-40c. Information and notice requirements for employers using or producing carcinogens.** (a) As used in this section:

(1) "Person" means one or more individuals, partnerships, associations, corporations, limited liability companies, business trusts, legal representatives or any organized group of persons.

(2) "Employer" means a person engaged in business who has employees, including the state and any political subdivision thereof.

(3) "Employee" means any person engaged in service to an employer in a business of his employer.

(b) Each employer shall post a list of all carcinogenic substances, as described in sections 19a-329 and 19a-331, which he uses or produces in the manufacture of any item, product or material, or which he uses or produces for purposes of research, experimentation or treatment. Such list shall be readily available for viewing by the employees. Such list shall be updated to reflect any changes to sections 19a-329 and 19a-331 within ninety days of the effective date of such changes.

(c) Upon offering employment to a prospective employee and on January first of each year each employer shall furnish to each of his employees a list of all such carcinogenic substances which he uses or produces in the manufacture of any item, product or material, or which he uses or produces for purposes of research, experimentation or treatment, and the dangers inherent in exposure to such substances.

(d) Each employer shall provide an education and training program for his new employees, during the first month of their employment, adequately describing the presence of such carcinogenic substances which he uses or produces in the manufacture of any item, product or material, or which he uses or produces for purposes of research, experimentation or treatment, the dangers inherent in exposure to such substances and proper methods for avoiding harmful effects from such substances by keeping exposure within the allowable limits set by regulations promulgated by the Federal Occupational Safety and Health Administration.

(e) Any person who supplies such carcinogenic substances to an employer shall label all such substances by generic or basic chemical name only and shall provide safe handling procedures for such substances.

(P.A. 80-257, S. 1-5; P.A. 95-79, S. 107, 189.)

History: P.A. 95-79 amended Subsec. (a) to redefine "person" to include limited liability companies, effective May 31, 1995.

Cited. 243 C. 66.

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**Sec. 31-40d. Complaints of violations. Inspections. Discrimination prohibited.** (a) Any employee or representative of employees who believes that there is a violation by the employer of such employee of any provisions of section 31-40c may request an inspection by filing a complaint of such violation with the Labor Commissioner. The complaint shall be in writing, signed and set forth with reasonable particularity the grounds for the complaint. Within a reasonable period of time after receipt of such complaint, the Labor Commissioner shall notify the employer in writing of the complaint and permit the employer to demonstrate compliance with the provisions of section 31-40c. If such compliance has not been demonstrated to the satisfaction of the commissioner within fourteen days of the mailing of the notification, the commissioner or his authorized representative, upon presenting appropriate credentials to the employer, operator or agent in charge, shall inspect, at reasonable times, the employer's workplace and all conditions pertinent to the grounds of the complaint and shall, in a reasonable manner, make any additional investigation deemed necessary by the commissioner or his representative for the full and effective determination of such employer's compliance with the provisions of section 31-40c. Whenever the commissioner or his authorized representative, proceeding pursuant to this section, is denied admission to any such place of employment, he shall obtain a warrant to make an inspection or investigation of such place of employment from any judge of the Superior Court. Any judge of the Superior Court within the state is authorized to issue a warrant pursuant to this section and shall issue such warrant whenever he is satisfied that the following conditions are met: That the individual seeking the warrant is a duly authorized agent of the department; and that such individual has



established under oath or affirmation that the place of employment to be investigated in accordance with this section is to be inspected to determine compliance or noncompliance with the requirements of section 31-40c.

(b) An employer shall not discriminate against or discipline, in any manner, any employee because such employee has filed a complaint of violations of section 31-40c, as provided in this section, or has assisted the commissioner or his authorized representative in the investigation of such a complaint.

(P.A. 81-291, S. 1.)

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**Sec. 31-40e. Order to comply. Citation. Hearing. Appeal.** (a) If, upon inspection or investigation of a complaint, the Labor Commissioner or his authorized representative believes that an employer has violated any requirements of section 31-40c, he shall with reasonable promptness issue to the employer an order to comply. Such order shall be in writing and shall specifically describe the nature of the violation, and shall state a reasonable time period within which the violation must be corrected by the employer. If such violation has not been corrected within such time period, the Labor Commissioner or his authorized representative shall with reasonable promptness issue a citation to the employer. Each citation shall be in writing and shall specifically describe the nature of the violation, and shall state a reasonable time period within which the violation must be corrected by the employer.

(b) The employer may request the commissioner to provide a hearing concerning any orders to comply, citations or penalties issued to the employer under the provisions of this section or section 31-40d or 31-40f, and such hearing shall then be afforded in accordance with sections 4-176e to 4-181a, inclusive. The employer may appeal the final decision of such hearing in accordance with section 4-183.

(P.A. 81-291, S. 2; P.A. 88-317, S. 90, 107.)

History: P.A. 88-317 amended reference to Secs. 4-177 to 4-181 in Subsec. (b) to include new sections added to Ch. 54, effective July 1, 1989, and applicable to all agency proceedings commencing on or after that date.

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**Sec. 31-40f. Penalties. Duties of Labor Commissioner. Private right of action.** (a) Any employer who has received a citation for a violation of the requirements of section 31-40c may be assessed a civil penalty of not more than one thousand dollars for each such violation.

(b) Any employer who fails to correct a violation for which a citation has been issued under the provisions of section 31-40d or 31-40e within the period permitted for its correction may be assessed a civil penalty of not more than one thousand dollars for each day during which such failure or violation continues.

(c) Any person who gives advance notice of any inspection to be conducted under section 31-40d or 31-40e, without authority from the Labor Commissioner or his designees, shall be assessed a civil penalty of not more than one thousand dollars.

(d) Any person who knowingly makes any false statement, representation or certification in any list, record or other document required to be maintained pursuant to section 31-40c shall be assessed a civil penalty of not more than ten thousand dollars.

(e) Any employer or individual who refuses entry to any authorized representative of the Labor Commissioner while such representative is attempting to conduct an investigation or inspection pursuant to the provisions of section 31-40d or 31-40e, or in any way wilfully obstructs him from carrying out his investigation or inspection, shall be assessed a civil penalty of not more than one thousand dollars.

(f) Any employer or individual who wilfully causes bodily harm to any authorized representative of the Labor Commissioner while such representative is attempting to conduct an investigation or inspection pursuant to the provisions of section 31-40d or 31-40e, shall be assessed a civil penalty of not more than ten thousand dollars.

(g) The Labor Commissioner shall have authority to assess all civil penalties provided in this section, giving due consideration to the appropriateness of the penalty with respect to the size of the business of the employer or owner being charged, the gravity of the violation, the good faith of the employer or owner, and the history of previous violations.

(h) Civil penalties owed under this section shall be paid to the commissioner for deposit into the Treasury of the state and may be recovered in a civil action in the name of the state of Connecticut brought in the superior court for the judicial district where the violation is alleged to have occurred or where the employer has its principal office. The penalties collected shall be used to defray the costs of enforcement of section 31-40c, as provided in sections 31-40d and 31-40e and this section.

(i) If an employer has not made timely correction of the violation stated in an order to comply issued according to the provisions of sections 31-40d and 31-40e, and the Labor Commissioner or his authorized representative has not issued a citation for such violation within sixty days of the expiration of such order to comply, any employee of such employer may bring a civil action for judicial enforcement of the requirements of section 31-40c, in the superior court for the judicial district where the violation is alleged to have occurred or where the employer has its principal office. (P.A. 81-291, S. 3.)

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**Sec. 31-40g. Information requirements for employers using or producing substances hazardous to reproductive systems.** Upon offering employment to a prospective employee, each employer shall inform the prospective employee of any chemicals, toxic substances, radioactive materials or any other substances which he uses or produces in the manufacture of any item, product or material, or which he uses or produces for purposes of research, experimentation or treatment, which the employer should have reasonable cause to believe will cause birth defects or constitute a hazard to an individual's reproductive system or to a fetus when the individual is exposed to any of such substances in the course of his job assignment. Such information shall be made available to current employees who are exposed to such hazards.

(P.A. 81-382, S. 3.)

Cited, 243 C. 66.

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**Sec. 31-40h. Sterilization as condition of employment prohibited.** No employer, including the state or any political subdivision thereof, shall condition the employment, transfer or promotion of any individual on the sterilization of such individual.

(P.A. 81-382, S. 4.)

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**Sec. 31-40i. Enforcement. Private right of action.** If an employer has violated any of the provisions of section 31-40h, any individual aggrieved by such violation may bring a civil action for judicial enforcement of such provisions in the superior court for the judicial district where the violation is alleged to have occurred or where the employer has its principal office. Any individual who prevails in such civil action shall be awarded reasonable attorney's fees and costs to be taxed by the court.

(P.A. 81-382, S. 5.)

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**Sec. 31-40j. Definitions.** As used in sections 31-40j to 31-40p, inclusive:

(1) "Person" means one or more individuals, partnerships, associations, corporations, limited liability companies, business trusts, legal representatives or any organized group of persons.

(2) "Employer" means a person engaged in business who has employees, including the state and any political subdivision thereof.

(3) "Employee" means any person who may be exposed under normal operating conditions or foreseeable emergencies to toxic substances while engaged in service to an employer in a business of his employer. For the purposes of this subdivision, "emergency" means any occurrence such as, but not limited to, equipment failure, rupture of containers or failure of control equipment which may or does result in an uncontrolled release of a toxic substance.

(4) "Toxic substance" means any substance: (A) Which has been identified as an air contaminant under the Occupational Safety and Health Standards, Code of Federal Regulations, Title 29, Chapter XVII, Subpart Z, Section 1910.1000, and (B) which an employer uses or produces in the manufacture of any item, product or material, or which he uses or produces for purposes of research, experimentation or treatment. "Toxic substance" shall not include carcinogenic substances, as described in sections 19a-329 and 19a-331.

(5) "Trade secret" means any unpatented, secret, commercially valuable plan, appliance, formulation or process which is used for the making, preparing, compounding, treating or processing of articles or materials which are trade commodities obtained from a person and which are recognized by law as confidential.

(P.A. 82-251, S. 1, 8; P.A. 95-79, S. 108, 189.)

History: P.A. 82-251 effective July 1, 1983; P.A. 95-79 redefined "person" to include limited liability companies, effective May 31, 1995.

Cited. 243 C. 66.

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**Sec. 31-40k. Employee's right to information concerning toxic substances. Employer's list.** (a) Each employer shall post a sign, at a location readily available for viewing by employees, which informs the employees that they have the right to information from their employer regarding the toxic substances which the employer uses or produces in the manufacture of any item, product or material, or which he uses or produces for purposes of research, experimentation or treatment.

(b) On January 1, 1984, and annually thereafter, the employer shall furnish to the Labor Department a list of all such toxic substances.

(c) Each employee, or his representative, may request in writing from his employer all information relating to toxic substances, as provided in section 31-40l. If an employee, or his representative, has made a request for information on such a substance, and the employer has not supplied such information within five working days, the employer shall not require the employee to work with the substance until the information has been provided to the employee.

(P.A. 82-251, S. 2, 8.)

History: P.A. 82-251 effective July 1, 1983.

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**Sec. 31-40l. Information requirements for employer using or producing toxic substances.** (a) Each employer shall provide information on the toxic substances which he uses or produces in the manufacture of any item, product or material, or which he uses or produces for purposes of research, experimentation or treatment, for each of his new employees, during the first month of their employment, as follows: (1) The name of the toxic substance, including generic or chemical name; (2) the location of toxic substances to which the employee may be exposed; (3) the properties of toxic substances to which employees may be exposed; (4) the acute and chronic effects of exposure at hazardous levels and the symptoms of effect of such exposure, to the extent such information is available from the manufacturer, the supplier, the Federal Occupational Safety and Health Administration and the Labor Department's Division of Occupational Safety and Health; (5) appropriate emergency treatment; (6) proper conditions for safe use of and exposure to such toxic substances; and (7) procedures for cleanup of leaks and spills of such toxic substances. All such information shall be provided, to the extent practicable, in informal and readily understandable language. Each employer shall also provide such information for any employee who is transferred from one job to another by the employer, within one month of such transfer, if the employee is exposed to additional toxic substances in his new job.

(b) Upon distribution of information to an employee under the provisions of subsection (a) of this section or subsection (c) of section 31-40k, the employer may require the employee to sign a statement acknowledging receipt of such information.

(P.A. 82-251, S. 3, 8.)

History: P.A. 82-251 effective July 1, 1983.

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**Sec. 31-40m. Information requirements of supplier of toxic substances. Labor Department assistance.** (a) Any person who supplies any toxic substance to an employer shall provide the following information to the employer: (1) The generic or basic chemical name of the toxic substance; (2) the level at which exposure to the substance is determined to be hazardous, if known; (3) the acute and chronic effects of exposure at hazardous levels; (4) the symptoms of such effects; (5) appropriate emergency treatment; (6) proper conditions for safe use and exposure to such toxic substance; (7) procedures for cleanup of leaks and spills of such toxic substance; and (8) a label on each container of any such substance which states, in a clearly legible and conspicuous form, that a toxic substance is contained therein, except that no such label shall be required for any container of alcoholic liquor, as defined in section 30-1, or food, as defined in section 21a-92.

(b) Upon request of an employer, the Labor Department shall provide such employer with all the information concerning the employer's toxic substances which is available to the department at the time of such request, and which is relevant to

the information requirements of sections 31-40j to 31-40p, inclusive.

(P.A. 82-251, S. 4, 8; P.A. 83-511, S. 1, 4.)

History: P.A. 82-251 effective July 1, 1983; P.A. 83-511 amended Subsec. (a) to exclude containers of food and alcoholic liquor from the labeling requirements of Subdiv. (8).

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**Sec. 31-40n. Trade secret protections. Registration with Labor Commissioner.** When an employer or an employer's supplier claims that revealing the identity of a toxic substance, pursuant to the requirements of sections 31-40j to 31-40p, inclusive, would constitute the disclosure of a legally protectable trade secret, he may register this information as a trade secret with the Labor Commissioner. The commissioner shall assign a registry number to the substance. No employee of the Labor Department shall disclose to any person the identity of any substance so registered, except as required under the provisions of section 1-210. When responding to any request for information under the provisions of sections 31-40j to 31-40p, inclusive, such employer or supplier may refer to such substance by its registry number, and the employer or supplier shall not be required to reveal the name of such substance. All other information concerning such substance shall be provided by the employer or supplier as required by the provisions of sections 31-40j to 31-40p, inclusive.

(P.A. 82-251, S. 5, 8.)

History: P.A. 82-251 effective July 1, 1983.

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**Sec. 31-40o. Discrimination prohibited. Waiver of rights void.** (a) No employer shall discharge, or cause to be discharged, or in any manner discriminate against any employee who exercises the rights afforded to him pursuant to the provisions of sections 31-40j to 31-40p, inclusive, nor shall any pay, position, seniority or other benefits to which the employee may be entitled be lost because the employee exercised the rights provided by said sections.

(b) Any waiver by an employee or applicant for employment of the benefits or requirements of the provisions of sections 31-40j to 31-40p, inclusive, shall be against public policy and shall be null and void. Any employer's request or requirement that an employee waive any rights provided under said sections as a condition of employment shall constitute an act of discrimination, for purposes of this section.

(P.A. 82-251, S. 6, 8.)

History: P.A. 82-251 effective July 1, 1983.

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**Sec. 31-40p. Severability.** If any section, clause or provision of sections 31-40j to 31-40o, inclusive, shall be unconstitutional or be ineffective in whole or in part, to the extent that it is not unconstitutional or ineffective, it shall be valid and effective and no other section, clause or provision shall on account thereof be deemed invalid or ineffective.

(P.A. 82-251, S. 7, 8.)

History: P.A. 82-251 effective July 1, 1983.

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**Sec. 31-40q. Smoking in the workplace: Definitions; employers to establish nonsmoking areas; exemptions.** (a) As used in this section:

(1) "Person" means one or more individuals, partnerships, associations, corporations, limited liability companies, business trusts, legal representatives or any organized group of persons.

(2) "Employer" means a person engaged in business who has employees, including the state and any political subdivision thereof.

(3) "Employee" means any person engaged in service to an employer in the business of his employer.

(4) "Business facility" means a structurally enclosed location or portion thereof at which twenty or more employees perform services for their employer.

(5) "Smoking" means the burning of a lighted cigar, cigarette, pipe or any other matter or substance which contains tobacco.

(b) Each employer shall establish one or more work areas, sufficient to accommodate nonsmokers who request to utilize

such an area, within each business facility under his control, where smoking is prohibited. The employer shall clearly designate the existence and boundaries of each nonsmoking area by posting signs which can be readily seen by employees and visitors. In the areas within the business facility where smoking is permitted, existing physical barriers and ventilation systems shall be used to the extent practicable to minimize the effect of smoking in adjacent nonsmoking areas. Nothing in this section may be construed to prohibit an employer from designating an entire business facility as a nonsmoking area.

(c) The Labor Commissioner may exempt any employer from the provisions of this section if he finds that (1) the employer made a good faith effort to comply with the provisions of this section and (2) any further requirement to so comply would constitute an unreasonable financial burden on the employer.

(P.A. 83-268; P.A. 87-149, S. 1, 3; P.A. 91-94; P.A. 95-79, S. 109, 189.)

History: P.A. 87-149 amended Subsec. (b) to require employers to establish sufficient nonsmoking areas in business facilities and added Subsec. (c) to enable the labor commissioner to exempt certain employers from compliance with those requirements, effective April 1, 1988; P.A. 91-94 amended Subsec. (a) by reducing the minimum number of employees from fifty to twenty in Subdiv. (4); P.A. 95-79 amended Subsec. (a) to redefine "person" to include limited liability companies, effective May 31, 1995.

Cited. 224 C. 666, 670, 672-674. Cited. 243 C. 66.

Subsec. (b):

Cited. 224 C. 666, 674.

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**Sec. 31-40r. Regulations establishing guidelines for exemptions from nonsmoking area requirements.** On or before April 1, 1988, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, which establish the procedures and requirements for the granting to employers of exemptions from the provisions of section 31-40q, in accordance with the provisions of subsection (c) of said section. Such regulations may be adopted by the commissioner prior to April 1, 1988, but may not take effect prior to that date.

(P.A. 87-149, S. 2, 3.)

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**Sec. 31-40s. Smoking or use of tobacco products outside of the workplace.** (a) No employer or agent of any employer shall require, as a condition of employment, that any employee or prospective employee refrain from smoking or using tobacco products outside the course of his employment, or otherwise discriminate against any individual with respect to compensation, terms, conditions or privileges of employment for smoking or using tobacco products outside the course of his employment, provided any nonprofit organization or corporation whose primary purpose is to discourage use of tobacco products by the general public shall be exempt from the provisions of this section.

(b) Nothing contained in this section shall be construed to affect (1) the provisions of sections 31-40q and 31-40r, (2) municipal hiring practices involving paid firefighters and paid police officers and (3) any collective bargaining agreement between a municipality and paid firefighters or paid police officers.

(P.A. 91-271, S. 3.)

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**Sec. 31-40t. Employee's right to act in case of hazardous conditions. Complaints to and investigations by Labor Commissioner. Hearings. Regulations.** (a) As used in this section:

(1) "Person" means one or more individuals, partnerships, associations, corporations, limited liability companies, business trusts, legal representatives or any organized group of persons;

(2) "Employer" means a person engaged in business who has employees, including the state and any political subdivision of the state;

(3) "Employee" means any person engaged in service to an employer in a business of his employer;

(4) "Hazardous condition" means a condition which (A) causes or creates a substantial risk of death, disease or serious physical harm, whether imminent or as a result of long-term exposure, and which is beyond the ordinary expected risks inherent in a job after all feasible safety and health precautions have been taken, and (B) results from the employer's violation of applicable safety and health standards established under any federal, state and local laws and regulations, any

collective bargaining agreements and any industry codes.

(b) No employer shall discharge, discipline or otherwise penalize any employee because the employee (1) informs another employee that such other employee is working in or exposed to a hazardous condition or (2) refuses in good faith to expose himself to a hazardous condition in the workplace, provided (A) the condition causing the employee's apprehension of death, disease or serious physical harm is of such a nature that a reasonable person, having the knowledge, education, training and experience necessary for the performance of the employee's job, under the circumstances confronting the employee, would conclude that there is a hazardous condition, (B) there is insufficient time, due to the urgency of the situation, to eliminate or abate the hazardous condition through resort to regular statutory enforcement procedures, (C) the employee notifies the employer of the hazardous condition and asks the employer to correct or abate the hazardous condition and (D) the employer is unable or refuses to correct or abate such condition. No employee shall be discharged, disciplined or otherwise penalized while a hazardous condition continues to exist or is in the process of being corrected or abated.

(c) Any employee who believes that there is a violation by his employer of any provision of this section may file a written complaint with the Labor Commissioner within one hundred eighty days of the alleged violation. The complaint shall be signed and shall set forth with reasonable particularity the grounds for the complaint. Within thirty days after receipt of such complaint, the Labor Commissioner shall notify the employer in writing of the complaint. The commissioner, or his authorized representative, upon presenting appropriate credentials to the employer, operator or agent in charge, may inspect, at reasonable times, the employer's workplace and all conditions pertinent to the grounds of the complaint and shall, in a reasonable manner, make any additional investigation deemed necessary by the commissioner or his representative for full and effective determination of any complaint he receives.

(d) If, upon inspection or investigation of a complaint, the Labor Commissioner or his authorized representative believes that an employer has violated any provisions of this section, he shall hold a hearing and shall, at least thirty days prior to the date of such hearing, mail a notice of such hearing to the employer and the employee. The commissioner shall resolve all issues relating to any dispute arising under the provisions of this section.

(e) The Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of this section.

(f) Nothing in this section shall be construed to diminish or impair the rights of any person under any collective bargaining agreement.

(P.A. 91-33; P.A. 92-27; P.A. 95-79, S. 110, 189.)

History: P.A. 92-27 amended Subdiv. (2) of Subsec. (a) to include the state and any political subdivision of the state in the definition of "employer"; P.A. 95-79 amended Subsec. (a) to redefine "person" to include limited liability companies, effective May 31, 1995.

Cited. 243 C. 66.

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**Sec. 31-40u. Regulations establishing guidelines for use of video display terminals in state facilities.** Not later than July 1, 1994, the Labor Commissioner, in consultation with the Commissioner of Public Health shall issue guidelines establishing standards for the use of video display terminals by state employees. Such standards shall include, but not be limited to: (1) Maximum time limits that state employees may be required to work with a video display terminal without a rest break and the duration of the rest break; (2) requirements for protective screens or other safety devices; and (3) requirements designed to reduce or eliminate the adverse effects of repetitive motion in connection with the use of such terminals.

(P.A. 93-228, S. 29, 35; 93-381, S. 9, 39; 93-435, S. 59, 95; P.A. 95-257, S. 12, 21, 58.)

History: P.A. 93-228 effective July 1, 1993; P.A. 93-381 and P.A. 93-435 authorized substitution of commissioner and department of public health and addiction services for commissioner and department of health services, effective July 1, 1993; P.A. 95-257 replaced Commissioner and Department of Public Health and Addiction Services with Commissioner and Department of Public Health, effective July 1, 1995.

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**Sec. 31-40v. Establishment of safety and health committees by certain employers.** (a) In order to promote health and safety in places of employment in this state, each employer of twenty-five or more employees in this state, including the state and any political subdivision of the state, and each employer whose rate of work related injury and illness exceeds

the average incidence rate of all industries in this state, shall administer a safety and health committee in accordance with regulations adopted pursuant to subsection (b) of this section. For purposes of this subsection, "incidence rate" means the number of federal Occupational Safety and Health Administration recordable injuries and illnesses per one hundred full-time employees.

(b) The chairman of the Workers' Compensation Commission, in consultation with the Labor Commissioner and in accordance with the provisions of chapter 54, shall adopt regulations to carry out the provisions of this section. The regulations shall (1) prescribe the membership of safety and health committees to ensure representation of employees and employers; (2) specify the frequency of committee meetings; (3) require employers to make, file and maintain adequate written records of each committee meeting subject to inspection by the chairman or his authorized designee; (4) require employers to compensate employee representatives at their regular hourly wage while the employee representatives are engaged in safety and health committee training or are attending committee meetings; (5) prescribe the duties and functions of safety and health committees, which shall include (A) establishing procedures for workplace safety inspections by the committee, (B) establishing procedures for investigating all safety incidents, accidents, illnesses and deaths, (C) evaluating accident and illness prevention programs, (D) establishing training programs for the identification and reduction of hazards in the workplace which damage the reproductive systems of employees, and (E) establishing training programs to assist committee members in understanding and identifying the effects of employee substance abuse on workplace accidents and safety; and (6) prescribe guidelines for the training of safety and health committee members.

(c) Notwithstanding the provisions of this section, each employer who, on July 1, 1993, has an existing health and safety program or other program determined by the chairman of the Workers' Compensation Commission to be effective in the promotion of health and safety in the workplace, shall not be required to comply with this section. The chairman of the Workers' Compensation Commission, in consultation with the Labor Commissioner, shall adopt regulations, in accordance with the provisions of chapter 54, establishing the criteria for evaluating such programs.

(P.A. 93-228, S. 28, 35.)

History: P.A. 93-228 effective July 1, 1993.

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**Sec. 31-41. Order to remove excessive dust.** Section 31-41 is repealed.

(1949 Rev., S. 3755; P.A. 73-379, S. 20, 21.)

See chapter 571 re regulation of occupational health and safety.

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**Sec. 31-42. Appliances for threading shuttles.** Each person, firm or corporation engaged in weaving shall furnish suitable appliances to permit the threading of shuttles without the necessity of the operator putting any thread into his mouth or touching any portion of the shuttle with his lips.

(1949 Rev., S. 3758.)

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**Sec. 31-43. Public laundries; sanitation.** A public laundry shall be regarded as a manufacturing establishment within the provisions of the statutes. No laundry work shall be done in any public laundry in a room used as a sleeping or living room. No employer shall permit any person to work in his public laundry who is affected with pulmonary tuberculosis, a scrofulous or venereal disease or a communicable skin affection.

(1949 Rev., S. 3759.)

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**Sec. 31-44. Penalty for violation of orders.** Each owner, lessee or occupant of a factory or other building included within the provisions of this chapter, or owning or controlling the use of any room in such building, shall, for the violation of any provision of section 31-34, 31-42 or 31-43, or for obstructing or hindering the commissioner or his deputies in carrying out the duties imposed on them by law, be fined not more than fifty dollars; but no prosecution shall be brought for any such violation until four weeks after notice has been given by the commissioner to such owner, lessee or occupant of any changes necessary to be made to comply with the provisions of said sections, and not then if, in the meantime, such



changes have been made in accordance with such notification. Nothing herein shall limit the right of a person injured to bring an action to recover damages.

(1949 Rev., S. 3761; P.A. 74-338, S. 34, 94.)

History: P.A. 74-338 deleted reference to repealed Sec. 31-35.

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**Sec. 31-45. Emergency kits required in factories.** Section 31-45 is repealed.

(1949 Rev., S. 7369; P.A. 73-379, S. 20, 21.)

See chapter 571 re regulation of occupational health and safety.

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**Sec. 31-45a. Protection of feet.** The Labor Commissioner may promulgate and enforce regulations concerning adequate protection for those individuals who are employed in occupations where injuries to the foot present a hazard. Said commissioner may authorize the use of safety work shoes, boots or inner soles that provide adequate protection against puncture, bruises or other wounds which may be inflicted by nails, glass or other objects encountered in the normal course of employment.

(1972, P.A. 230.)

Cited. 243 C. 66.

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**Secs. 31-46 and 31-46a. Safety regulations for workmen in building operations. Regulations for safe working conditions where no other provision; industrial safety committee.** Sections 31-46 and 31-46a are repealed.

(1949 Rev., S. 7359; 1951, S. 3012d; 1959, P.A. 525; 1961, P.A. 248; 1971, P.A. 870, S. 88; P.A. 73-379, S. 20, 21.)

See chapter 571 re regulation of occupational health and safety.

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**Sec. 31-47. Inspection of employee lodging houses.** Any agent of a firm or corporation and every other person who maintains or has charge of any structure used as a boarding house or place of abode for laborers employed by such person, firm or corporation shall, within seventy-two hours after such structure has been occupied for such purpose or purposes, notify the director of health of the town, city or borough in which such structure is located. Such director, within five days thereafter, shall inspect such premises and may forbid the use of the same altogether or make such other orders as he deems necessary to protect the health of the inmates. Any person violating any provision of this section or failing to comply with any order of a director of health made pursuant to this section shall be fined not more than one hundred dollars.

(1949 Rev., S. 7364.)

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**Sec. 31-48. Laborers not to be overcharged.** Any agent of a corporation, or other person employing laborers, who charges or exacts for articles or merchandise sold to such laborers a greater sum than is a reasonable price therefor in the town or city where such sales are made, shall be fined not more than twenty-five dollars for such sale of each separate article.

(1949 Rev., S. 7365.)

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**Sec. 31-48a. Recruitment or referral of professional strikebreaker restricted.** (a) As used in this section, "professional strikebreaker" means any person who has been employed anywhere two or more times in the same craft or industry in place of employees involved in strikes or lockouts. No person, partnership, agency, firm or corporation, or officer or agent thereof, shall recruit, procure, supply or refer any professional strikebreaker for employment in place of an employee



involved in a strike or lockout in which such person, partnership, agency, firm or corporation is not directly interested. No professional strikebreaker shall take or offer to take the place in employment of employees involved in a strike or lockout. Any person, partnership, agency, firm or corporation which violates this section shall be fined not less than one hundred dollars or more than one thousand dollars or imprisoned not more than three years or both.

(b) Nothing in this section shall prevent or interfere with the recruiting or procuring of any person who is not a professional strikebreaker within the meaning of subsection (a) of this section, provided there shall be compliance with the provisions of section 31-121.

(1967, P.A. 509, S. 1.)

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**Sec. 31-48b. Use of electronic surveillance devices by employers limited. Prohibition on recording negotiations between employers and employees.** (a) For purposes of this section, "employer" means the owner or owners in the case of an unincorporated business, the partners in the case of a partnership, the officers in the case of a corporation or in the case of the state, any town, city or borough, or district, local or regional board of education, or housing authority or district department of health, the chief executive officer thereof.

(b) No employer or agent or representative of an employer shall operate any electronic surveillance device or system, including but not limited to the recording of sound or voice or a closed circuit television system, or any combination thereof, for the purpose of recording or monitoring the activities of his employees in areas designed for the health or personal comfort of the employees or for safeguarding of their possessions, such as rest rooms, locker rooms or lounges.

(c) Any employer, who violates any provision of subsection (b) of this section shall, for the first offense, be fined five hundred dollars, for the second offense be fined one thousand dollars and for the third and any subsequent offense be imprisoned thirty days.

(d) No employer or his agent or representative and no employee or his agent or representative shall intentionally overhear or record a conversation or discussion pertaining to employment contract negotiations between the two parties, by means of any instrument, device or equipment, unless such party has the consent of all parties to such conversation or discussion.

(e) Any employer or his agent or representative or any employee or his agent or representative who violates any provision of subsection (d) of this section shall be fined one thousand dollars or imprisoned one year, or both.

(1971, P.A. 338, S. 1-3; P.A. 80-209.)

History: P.A. 80-209 added Subsecs. (d) and (e) prohibiting secretive overhearing or recording of employment contract negotiations and imposing penalty for violation.

Subsec. (d):

Cited. 201 C. 685, 693.

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**Sec. 31-48c. Hiring of municipal police during labor dispute prohibited.** No employer, except the state or any political subdivision thereof, or employee organization involved in a labor dispute shall hire any member of a municipal police department in the town in which the labor dispute is taking place for protection or other duties related to the labor dispute during the period of the labor dispute.

(P.A. 81-77.)

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**Sec. 31-48d. Employers engaged in electronic monitoring required to give prior notice to employees. Exceptions.**

**Civil penalty.** (a) As used in this section:

(1) "Employer" means any person, firm or corporation, including the state and any political subdivision of the state which has employees;

(2) "Employee" means any person who performs services for an employer in a business of the employer, if the employer has the right to control and direct the person as to (A) the result to be accomplished by the services, and (B) the details and means by which such result is accomplished; and

(3) "Electronic monitoring" means the collection of information on an employer's premises concerning employees' activities or communications by any means other than direct observation, including the use of a computer, telephone, wire, radio, camera, electromagnetic, photoelectronic or photo-optical systems, but not including the collection of

information (A) for security purposes in common areas of the employer's premises which are held out for use by the public, or (B) which is prohibited under state or federal law.

(b) (1) Except as provided in subdivision (2) of this subsection, each employer who engages in any type of electronic monitoring shall give prior written notice to all employees who may be affected, informing them of the types of monitoring which may occur. Each employer shall post, in a conspicuous place which is readily available for viewing by its employees, a notice concerning the types of electronic monitoring which the employer may engage in. Such posting shall constitute such prior written notice.

(2) When (A) an employer has reasonable grounds to believe that employees are engaged in conduct which (i) violates the law, (ii) violates the legal rights of the employer or the employer's employees, or (iii) creates a hostile workplace environment, and (B) electronic monitoring may produce evidence of this misconduct, the employer may conduct monitoring without giving prior written notice.

(c) The Labor Commissioner may levy a civil penalty against any person that the commissioner finds to be in violation of subsection (b) of this section, after a hearing conducted in accordance with sections 4-176e to 4-184, inclusive. The maximum civil penalty shall be five hundred dollars for the first offense, one thousand dollars for the second offense and three thousand dollars for the third and each subsequent offense.

(d) The provisions of this section shall not apply to a criminal investigation. Any information obtained in the course of a criminal investigation through the use of electronic monitoring may be used in a disciplinary proceeding against an employee.

(P.A. 98-142.)

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**Sec. 31-49. Care required of a master for his servant's safety.** It shall be the duty of the master to exercise reasonable care to provide for his servant a reasonably safe place in which to work, reasonably safe appliances and instrumentalities for his work and fit and competent persons as his collaborators and to exercise reasonable care in the appointment or designation of a vice-principal and to appoint as such vice-principal a fit and competent person. The default of a vice-principal in the performance of any duty imposed by law on the master shall be the default of the master.

(1949 Rev., S. 7367.)

Cited. 80 C. 205; 143 C. 197. No basis for action under this statute where case is clearly within scope of Workers' Compensation Act. 196 C. 529, 531, 535, 536, 539-543. Cited. 243 C. 66.

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**Sec. 31-50. Enforcement.** The commissioner shall enforce the provisions of part I of this chapter and sections 31-23 to 31-49, inclusive, by giving proper orders or notices to the persons or corporations owning, operating or managing the factories or buildings inspected by him and shall make complaint to the state's attorneys of any violation of said provisions.

(1949 Rev., S. 3760.)

Statute does not apply when it is agreed that reciprocal notice shall be given. 58 C. 104. Cited. 196 C. 529, 543.

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**Sec. 31-51. Blacklisting.** Any person, or any officer or agent of any corporation, company, firm, or the state or any political subdivision thereof, who blacklists any employee, mechanic or laborer, or publishes or causes to be published the name of any such employee, mechanic or laborer, with the intent and for the purpose of preventing such employee, mechanic or laborer from engaging in or securing employment from any other person, corporation, company, firm, or the state or any political subdivision thereof, or, in any manner, conspires or contrives, by correspondence or otherwise, to prevent such employee, mechanic or laborer from procuring employment, shall be fined not less than fifty and not more than two hundred dollars; but the provisions of this section shall not be construed so as to prohibit any person, or any officer or agent of any corporation, company, firm, or the state or any political subdivision thereof, from giving a truthful statement of any facts concerning a present or former employee of such person, corporation, company, firm, or the state or any political subdivision thereof, on the application of such employee or of any person, or any officer or agent of any corporation, company, firm, or the state or any political subdivision thereof, who may be considering the employment of such employee.

(1949 Rev., S. 8531; P.A. 75-104.)

History: P.A. 75-104 made provisions applicable to the state and its political subdivisions.

See Sec. 31-105 (2), (9) re blacklisting as unfair labor practice.

Cited. 313 U. S. 184.

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**Sec. 31-51a. Apprenticeship. Definitions.** When used in sections 31-51a to 31- 51e, inclusive, "apprentice" means a person employed under a written agreement to work at and learn a specific trade; "apprentice agreement" means a written agreement entered into by an apprentice, or on his behalf by his parent or guardian, with an employer, or with an association of employers and an organization of employees acting as a joint apprenticeship committee, which agreement provides for not less than two thousand hours of work experience in approved trade training consistent with recognized requirements established by industry or joint labor-industry practice and for the number of hours of related and supplemental instructions prescribed by the Connecticut State Apprenticeship Council or which agreement meets requirements of the federal government for on-the-job training schedules which are essential, in the opinion of the Labor Commissioner, for the development of manpower in Connecticut industries; "council" means the Connecticut State Apprenticeship Council.

(1959, P.A. 390, S. 1; 1963, P.A. 180; P.A. 78-325.)

History: 1963 act redefined "apprentice agreement" to include agreements meeting federal requirements for on-the- job training schedules; P.A. 78-325 redefined "apprenticeship agreement" to change minimum hours of work experience from four thousand to two thousand and to add "consistent with recognized requirements established by industry or joint labor-industry practice".

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**Sec. 31-51b. Apprenticeship council.** The Governor shall appoint twelve members to the Connecticut State Apprenticeship Council, each of whom shall have some association with apprentice training. Four shall be representative of Connecticut industry, with one representative each from the manufacturing, building, mechanical and service industries, provided at least one such member represents a business which operates without a collective bargaining agreement; four shall be Connecticut members of national labor organizations with apprentice training programs; four shall represent the public, one of whom shall be the Deputy Labor Commissioner. Members shall each serve a term which is coterminous with the term of the Governor, each member to hold office until his successor is appointed. Any vacancy in the membership of the council shall be filled by the Governor for the unexpired term. It shall meet on the call of the chairman, who shall be the Deputy Labor Commissioner. On or before August first of each year, the council shall present a report describing the activities of the council to the Labor Commissioner, this report to be included in the commissioner's report to the Governor. The members of the council shall not be compensated for their services, but the members, except the Deputy Labor Commissioner and any state employee, shall be reimbursed for necessary expenses incurred in the performance of their duties.

(1959, P.A. 390, S. 2; June Sp. Sess. P.A. 83-21; P.A. 85-580.)

History: June Sp. Sess. P.A. 83-21 increased the payments to members from twenty-five to forty dollars per day, and specifically excluded from receipt of such payments the deputy labor commissioner and state employees; P.A. 85-580 increased membership on the council from nine to twelve members, adding an additional member for each category and specifying the background of each industry representative, provided for terms which are coterminous with the governor, provided that the deputy labor commissioner shall be the council chairman, and provided for the reimbursement to the members of necessary expenses, replacing provisions for staggered terms, election of chairman and other officers by the council and for payment of forty dollars per day in lieu of expenses.

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**Sec. 31-51c. Powers and duties of council.** The council may adopt recommendations for minimum standards of apprenticeship and for related and supplementary instruction, encourage registration and approval of apprentice agreements and training programs, and issue certificates of completion upon the verification by employers or joint apprenticeship committees of the satisfactory completion of the term of apprenticeship. The council shall formulate policies for the effective administration of sections 31-51a to 31-51e, inclusive. Such policies by the council shall not

invalidate any apprenticeship provision in any collective bargaining agreement between employers and employees. All apprentice programs adopted and registered with the council under said sections shall be on a voluntary basis and shall be installed for the purpose of developing skilled workers for the service trades and industries of Connecticut. (1959, P.A. 390, S. 3.)

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**Sec. 31-51d. Labor Commissioner's powers and duties.** The Labor Commissioner, with the advice and guidance of the council, shall formulate work training standards which will ensure necessary safeguards for the welfare of apprentices and a full craft experience in any skill, in order to provide equal opportunities to all, without regard to their race, color, religion, sex, age or national origin, and to provide training, employment and upgrading opportunities for disadvantaged workers to acquire a comprehensive skilled work experience and to extend the application of such standards of skill training by inclusion thereof in apprenticeship agreements, and shall bring together representatives of management and labor for the development of training programs and terms of apprenticeship incidental thereto and cooperate with state and federal agencies similarly interested in furtherance of training requirements in keeping with established and new processes of Connecticut industries. The Labor Commissioner shall publish information relating to existing and proposed work standards of apprenticeship, hold area conferences throughout the state for the purpose of promoting interest in skilled trades training and appoint such advisory committees as may be deemed necessary to evaluate the skilled manpower requirements of Connecticut in order to cope with any new technological changes in industry. (1959, P.A. 390, S. 4; 1969, P.A. 743, S. 1.)

History: 1969 act deleted reference to cooperative effort of representatives of industry, labor and education in formulation of standards, required that standards provide equal opportunities "to all, without regard to their race, color, religion, sex, age or national origin" and that they provide training, employment and upgrading opportunities for disadvantaged workers, and made publication of information re apprenticeship standards, holding of conferences, etc. mandatory rather than optional, substituting "shall" for "may".  
Cited. 243 C. 66.

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**Sec. 31-51e. Program of apprentice training.** To assist in the administration of sections 31-51a to 31-51d, inclusive, there shall continue to be maintained in the Labor Department a program of apprentice training. The Labor Commissioner is authorized to appoint, in accordance with the provisions of chapter 67, such personnel as may be necessary for effective administration of said sections. (1959, P.A. 390, S. 5; P.A. 77-614, S. 480, 610.)

History: P.A. 77-614 referred to "program" of apprentice training rather than to "division" of apprentice training in the labor department, effective January 1, 1979.

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**Sec. 31-51f. Participation in Manpower Development and Training Act.** The Labor Department and the Department of Education are authorized to participate in the Manpower Development and Training Act of 1962, as amended, by providing from funds appropriated or transferred to them for such purpose, in accordance with and to the extent required by said federal act, amounts necessary to match the amounts expended by the United States Treasury. (1963, P.A. 608, S. 1.)

History: In 1997 a reference to "Education Department" was changed editorially by the Revisors to "Department of Education" for consistency with customary statutory usage.

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**Sec. 31-51g. Use of polygraph prohibited. Penalty. Exceptions.** (a) For the purposes of this section "polygraph" means any mechanical or electrical instrument or device of any type used or allegedly used to examine, test or question individuals for the purpose of determining truthfulness.  
(b) (1) No person, firm, corporation, association or the state or any political subdivision thereof shall request or require any prospective employee or any employee to submit to, or take, a polygraph examination as a condition of obtaining

employment or of continuing employment with such employer or dismiss or discipline in any manner an employee for failing, refusing or declining to submit to or take a polygraph examination. (2) No employment agency, as defined in section 31-129, and no agent for an employer shall require any person to submit to, or take, a polygraph examination for any purposes whatsoever.

(c) Any person, firm, corporation or association which violates any provision of this section shall be fined not less than two hundred fifty dollars nor more than one thousand dollars for each violation.

(d) The provisions of this section shall not apply to persons to be employed (1) by the state or any local government or any political subdivision thereof in any police department except for civilian employees within the department or (2) by the Department of Correction, but shall apply with respect to obtaining and maintaining employment of other persons by the state or any local government or political subdivision thereof.

(1967, P.A. 488, S. 1-4; P.A. 75-631; P.A. 98-126, S. 2.)

History: P.A. 75-631 made provisions applicable to the state and its political subdivisions; P.A. 98-126 amended Subsec.

(d) to make provisions of section inapplicable to persons to be employed by the Department of Correction.

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**Sec. 31-51h. Employer not to cancel insurance coverage or cease making contributions to welfare fund of employee eligible to receive or receiving workers' compensation or sick leave payments. Employer accident report.**

**Complaint. Hearing. Appeal.** Section 31-51h is repealed.

(1967, P.A. 782; P.A. 76-420, S. 1, 2; P.A. 77-116; P.A. 79-376, S. 29; P.A. 81-464, S. 1; P.A. 82-398, S. 7.)

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**Sec. 31-51i. Arrest record on job application form.** The portion of a job application form which contains information concerning the arrest record of a job applicant shall not be available to any employee or member of the company, firm or corporation interviewing such applicant except the members of the personnel department or the person in charge of employment if such company, firm or corporation has no personnel department.

(1969, P.A. 679.)

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**Sec. 31-51j. Preclusion of apprentice training programs prohibited.** All collective bargaining clauses which, in the judgment of the federal or state contracting agency administering the contract, preclude, prohibit or in any way discourage employers or groups of employers from engaging in any federal, state or on-the-job apprentice training program approved by any federal or state agency so empowered shall be void and unenforceable. This section shall not apply to any collective bargaining agreement in effect on July 1, 1969, for the duration of such agreement.

(1969, P.A. 743, S. 2.)

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**Sec. 31-51k. Employment of alien not entitled to residence.** (a) No employer shall knowingly employ an alien who is not entitled to lawful residence in the United States.

(b) Violation of the provisions of this section shall be punishable by a fine of not less than two hundred nor more than five hundred dollars and, for any subsequent offense, by the penalty for a class A misdemeanor.

(c) The Labor Commissioner shall, on or before October 1, 1972, promulgate regulations specifying the procedure to be followed by each employer to insure compliance with the provisions of this section.

(1972, P.A. 275, S. 1-3.)

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**Sec. 31-51l. Leave of absence for certain public and private employees elected to public office.** Any person employed by a private employer which employs more than twenty-five persons, or by a municipality in which there is no ordinance or charter provision to the contrary, who leaves such employment to accept a full-time elective municipal or state office shall be granted a personal leave of absence from such employment for not more than two consecutive terms of such

office. Upon reapplication for his original position at the expiration of such term or terms of office, such person shall be reinstated to his original position or a similar position with equivalent pay and accumulated seniority, retirement, fringe benefits and other service credits, unless the employer's circumstances have so changed as to make it impossible or unreasonable to do so. Such person shall give notice in writing to his employer that he is a candidate for a full-time municipal or state office within thirty days after nomination for that office.

(P.A. 73-258; P.A. 74-241; P.A. 77-120.)

History: P.A. 74-241 made provisions re personal leaves of absence for persons elected to office applicable to municipalities "in which there is no ordinance or charter provision to the contrary"; P.A. 77-120 permitted leaves of absence for not more than two consecutive terms rather than for a single term.

See Sec. 2-3a re prohibition against employers' discrimination against candidates for or members of General Assembly.

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**Sec. 31-51m. Protection of employee who discloses employer's illegal activities or unethical practices. Civil action.**

(a) As used in this section and section 31-278:

(1) "Person" means one or more individuals, partnerships, associations, corporations, limited liability companies, business trusts, legal representatives or any organized group of persons;

(2) "Employer" means a person engaged in business who has employees, including the state and any political subdivision of the state;

(3) "Employee" means any person engaged in service to an employer in a business of his employer;

(4) "Public body" means (A) any public agency, as defined in subdivision (1) of section 1-200, or any employee, member or officer thereof, or (B) any federal agency or any employee, member or officer thereof.

(b) No employer shall discharge, discipline or otherwise penalize any employee because the employee, or a person acting on behalf of the employee, reports, verbally or in writing, a violation or a suspected violation of any state or federal law or regulation or any municipal ordinance or regulation to a public body, or because an employee is requested by a public body to participate in an investigation, hearing or inquiry held by that public body, or a court action. No municipal employer shall discharge, discipline or otherwise penalize any employee because the employee, or a person acting on behalf of the employee, reports, verbally or in writing, to a public body concerning the unethical practices, mismanagement or abuse of authority by such employer. The provisions of this subsection shall not be applicable when the employee knows that such report is false.

(c) Any employee who is discharged, disciplined or otherwise penalized by his employer in violation of the provisions of subsection (b) may, after exhausting all available administrative remedies, bring a civil action, within ninety days of the date of the final administrative determination or within ninety days of such violation, whichever is later, in the superior court for the judicial district where the violation is alleged to have occurred or where the employer has its principal office, for the reinstatement of his previous job, payment of back wages and reestablishment of employee benefits to which he would have otherwise been entitled if such violation had not occurred. An employee's recovery from any such action shall be limited to such items, provided the court may allow to the prevailing party his costs, together with reasonable attorney's fees to be taxed by the court. Any employee found to have knowingly made a false report shall be subject to disciplinary action by his employer up to and including dismissal.

(d) This section shall not be construed to diminish or impair the rights of a person under any collective bargaining agreement.

(P.A. 82-289, S. 1; P.A. 85-58; 85-245, S. 2; 85-613, S. 71, 154; P.A. 87-14; P.A. 95-79, S. 111, 189; P.A. 97-47, S. 48.)

History: P.A. 85-58 redefined "public body" to include any federal agency or any employee, member or officer thereof; P.A. 85-245 amended definition of "employer" in Subsec. (a) to include the state; P.A. 85-613 made technical change deleting reference to Sec. 31-278 as section to which definitions apply; P.A. 87-14 amended Subsec. (b) to prohibit municipal employers from penalizing employees who report their employers' unethical practices, mismanagement or abuse of authority; P.A. 95-79 amended Subsec. (a) to redefine "person" to include limited liability companies, effective May 31, 1995; P.A. 97-47 made a technical change in Subsec. (a)(4).

Cited. 193 C. 558, 572. Cited. 224 C. 693, 697, 710, 711.

Cited. 4 CA 69, 75. Cited. 15 CA 130, 131. Cited. 40 CA 577, 586.

Subsec. (b):

Cited. 15 CA 130, 139.

Subsec. (c):

Cited. 15 CA 130, 139.

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**Sec. 31-51n. Definitions.** When used in this section and section 31-51o:

- (1) "Covered establishment" means any industrial, commercial or business facility which employs, or has employed at any time in the preceding twelve-month period, one hundred or more persons;
- (2) "Employer" means any person who directly or indirectly owns, operates or has a controlling interest in a covered establishment, excluding the state or any political subdivision thereof, or any agricultural enterprise or any construction enterprise;
- (3) "Employee" means any individual engaged in service to an employer in a business of his employer;
- (4) "Person" means one or more individuals, partnerships, associations, corporations, limited liability companies, business trusts, legal representatives or any organized group of persons;
- (5) "Relocation" means the removal of all or substantially all of industrial or commercial operations in a covered establishment to a location outside the state of Connecticut;
- (6) "Closing" means the permanent shutting down of all operations within a covered establishment, provided "closing" shall not include the reopening of a covered establishment within the state, covered establishments which close under the provisions of the Federal Bankruptcy Act, as amended (USC Title 11), or covered establishments shutting down operations due to natural disasters.

(P.A. 83-451, S. 1, 4; P.A. 95-79, S. 112, 189.)

History: P.A. 95-79 redefined "person" to include limited liability companies, effective May 31, 1995.

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**Sec. 31-51o. Continuation of group health insurance for employees affected by relocation or closing of covered establishment. Exceptions.** (a) Whenever a relocation or closing of a covered establishment occurs, the employer of the covered establishment shall pay in full for the continuation of existing group health insurance, no matter where the group policy was written, issued or delivered, for each affected employee and his dependents, if covered under the group policy, from the date of relocation or closing for a period of one hundred twenty days or until such time as the employee becomes eligible for other group coverage, whichever is the lesser, provided any right of such employee and his dependents to a continuation of coverage for up to seventy-eight or one hundred fifty-six weeks, as the case may be, as required by section 38a-538 or 38a-554 shall not be affected by the provisions of this section, and provided further the period of continued coverage required by said sections shall not commence until the period of continued coverage established by this section has terminated.

(b) The provisions of this section shall not apply to those employees who, upon the relocation or closing of a covered establishment, choose to continue their employment with the employer at the new location of the facility.

(c) Notwithstanding the provisions of this section, any contractual agreement arrived at through a collective bargaining process that contains provisions requiring the employer to pay for the continuation of existing group health insurance for his affected employees in the event of a relocation or closing of a covered establishment shall supersede the requirements of this section and, in the event of a conflict, the contractual provisions shall be deemed to be controlling.

(P.A. 83-451, S. 2, 4; P.A. 85-362, S. 2; P.A. 87-274, S. 3; June Sp. Sess. P.A. 98-1, S. 22, 121.)

History: P.A. 85-362 amended Subsec. (a) to increase from ninety to one hundred twenty days the maximum period of continuation of group health insurance coverage to be paid by employers of employees and dependents affected by a relocation or closing; P.A. 87-274 amended Subsec. (a) to change the reference to coverage continuation periods required in Secs. 38-262d and 38-374 to seventy-eight and one hundred fifty-six weeks in recognition of the changes made to those sections in the same public act; June Sp. Sess. P.A. 98-1 amended Subsec. (c) to change the reference to "plant" to a "covered establishment", effective June 24, 1998.

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**Sec. 31-51p. Membership in health care center as part of health benefits plan.** (a) All employers subject to the provisions of chapter 567 employing twenty-five or more employees shall, at the request of a health care center, include in any health benefits plan offered to their employees the option of membership in a health care center, provided such health care center serves an area in which at least twenty-five employees of such employer reside.

(b) For those employees of an employer represented by a bargaining representative, the offer of the health care center



alternative shall be made in a manner which is consistent with the collective bargaining process.

(c) If there is more than one health care center which is engaged in the provision of health services in the area in which at least twenty-five eligible employees of the employer reside and which has requested inclusion in the health benefits plan offered by the employer, the employer shall be required to offer the option of membership in (1) at least one health care center which provides health services primarily through staff physicians or medical groups or a combination thereof; and (2) at least one health care center which arranges for the delivery of health services primarily through physicians who provide services out of their own offices, provided that health care centers in the area differ in their primary method of health service delivery.

(d) No employer shall be required to pay more for health benefits as a result of the application of subsection (b) of section 38a-199, subsection (b) of section 38a-214 or this section than would otherwise be required by any prevailing collective bargaining agreement or other legally enforceable contract for the provision of health benefits between an employer and its employees.

(e) Each employer required to offer the option of membership in a health care center pursuant to the provisions of this section and which provides payroll deductions as a means of paying employees' contributions for health benefits shall, with the consent of an employee who exercises such option, provide for the collection of employee premiums through payroll deductions provided such payroll deductions are made for employees who choose other health benefits options. (P.A. 83-216, S. 3.)

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**Sec. 31-51q. Liability of employer for discipline or discharge of employee on account of employee's exercise of certain constitutional rights.** Any employer, including the state and any instrumentality or political subdivision thereof, who subjects any employee to discipline or discharge on account of the exercise by such employee of rights guaranteed by the first amendment to the United States Constitution or section 3, 4 or 14 of article first of the Constitution of the state, provided such activity does not substantially or materially interfere with the employee's bona fide job performance or the working relationship between the employee and the employer, shall be liable to such employee for damages caused by such discipline or discharge, including punitive damages, and for reasonable attorney's fees as part of the costs of any such action for damages. If the court determines that such action for damages was brought without substantial justification, the court may award costs and reasonable attorney's fees to the employer.

(P.A. 83-578.)

Cited. 193 C. 558, 564. Cited. 209 C. 807. Right to jury trial cannot be implied; must be affirmatively expressed. 211 C. 370-373, 376-378, 380-382. Cited. 214 C. 464, 469. Cited. 222 C. 346, 351. Cited. 224 C. 693, 697, 710, 711. Cited. 226 C. 314, 340. Cited. 239 C. 356.

Section (Sec. 31-15q cited in error) constitutes a waiver of sovereign immunity. 15 CA 297-302. See certification for appeal of 209 C. 807. Cited. 20 CA 231, 234-236, 238, 240, 241. Cited. 33 CA 600, 601. Cited. 40 CA 577, 586. Cited. 45 CA 712. Statute applies to some activities and speech that occur at the workplace. 48 CA 618. Plaintiff's failure to display an American flag at his workstation is not constitutionally protected speech to which the statute applies since plaintiff's expression did not involve a matter of public concern. Id.

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**Sec. 31-51r. Execution of employment promissory note prohibited.** (a) As used in this section:

(1) "Employer" means any person engaged in business who has twenty-six or more employees, including the state and any political subdivision thereof.

(2) "Employee" means any person engaged in service to an employer in the business of his employer.

(3) "Employment promissory note" means any instrument or agreement executed on or after October 1, 1985, which requires an employee to pay the employer, or his agent or assignee, a sum of money if the employee leaves such employment before the passage of a stated period of time. "Employment promissory note" includes any such instrument or agreement which states such payment of moneys constitutes reimbursement for training previously provided to the employee.

(b) On or after October 1, 1985, no employer may require, as a condition of employment, any employee or prospective employee to execute an employment promissory note. The execution of an employment promissory note as a condition of employment is against public policy and any such note shall be void. If any such note is part of an employment agreement, the invalidity of such note shall not affect the other provisions of such agreement.



(c) Nothing in this section shall prohibit or render void any agreement between an employer and an employee (1) requiring the employee to repay to the employer any sums advanced to such employee, (2) requiring the employee to pay the employer for any property it has sold or leased to such employee, (3) requiring educational personnel to comply with any terms or conditions of sabbatical leaves granted by their employers, or (4) entered into as part of a program agreed to by the employer and its employees' collective bargaining representative.

(P.A. 85-521, S. 2; P.A. 87-42; 87-589, S. 8, 87.)

History: P.A. 87-42 made technical change in Subsec. (b) and added Subsec. (c) which established certain exceptions from the prohibition of the use of employment promissory notes; P.A. 87-589 made technical change in Subsec. (a).

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**Sec. 31-51s. Notice to retired employees of sale of employer's business and effect on retirement benefits.** At least thirty days prior to the intended date of sale of any business in this state which (1) employs twenty-five or more employees and (2) has retirees from such employment who are receiving health or life insurance benefits, or both, from such former employer, the chief executive of such business shall mail or deliver to each such retiree written notice stating what the status of the retiree's health and life insurance benefits will be after such sale. A copy of such notice shall be mailed or delivered at the same time to the labor commissioner.

(P.A. 87-548.)

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**Sec. 31-51t. Drug testing: Definitions.** For the purposes of sections 31-51t to 31-51aa, inclusive:

(1) "Employee" means any individual currently employed or formerly employed and currently being rehired by the same employer within twelve months of terminating his employment, and includes any individual in a managerial position;

(2) "Employer" means any individual, corporation, partnership or unincorporated association, excluding the state or any political subdivision thereof;

(3) "Prospective employee" means any individual applying for employment with an employer, other than an individual who terminated his employment with such employer within twelve months prior to such application.

(P.A. 87-551, S. 1; P.A. 94-42.)

History: P.A. 94-42 amended the definition of "employee" to include any individual referred by the same employer within twelve months of terminating his employment and added a definition for "prospective employee".

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**Sec. 31-51u. Drug testing: Requirements.** (a) No employer may determine an employee's eligibility for promotion, additional compensation, transfer, termination, disciplinary or other adverse personnel action solely on the basis of a positive urinalysis drug test result unless (1) the employer has given the employee a urinalysis drug test, utilizing a reliable methodology, which produced a positive result and (2) such positive test result was confirmed by a second urinalysis drug test, which was separate and independent from the initial test, utilizing a gas chromatography and mass spectrometry methodology or a methodology which has been determined by the Commissioner of Public Health to be as reliable or more reliable than the gas chromatography and mass spectrometry methodology.

(b) No person performing a urinalysis drug test pursuant to subsection (a) of this section shall report, transmit or disclose any positive test result of any test performed in accordance with subdivision (1) of subsection (a) of this section unless such test result has been confirmed in accordance with subdivision (2) of said subsection (a).

(P.A. 87-551, S. 2; P.A. 91-271, S. 1; P.A. 93-381, S. 9, 39; P.A. 95-257, S. 12, 21, 58.)

History: P.A. 91-271 designated existing section as Subsec. (a), eliminated the requirement for a third urinalysis drug test and added Subsec. (b) re disclosure of test results; P.A. 93-381 replaced commissioner of health services with commissioner of public health and addiction services, effective July 1, 1993; P.A. 95-257 replaced Commissioner and Department of Public Health and Addiction Services with Commissioner and Department of Public Health, effective July 1, 1995.

Cited. 26 CA 553, 557, 558.

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**Sec. 31-51v. Drug testing: Prospective employees.** No employer may require a prospective employee to submit to a urinalysis drug test as part of the application procedure for employment with such employer unless (1) the prospective employee is informed in writing at the time of application of the employer's intent to conduct such a drug test, (2) such test is conducted in accordance with the requirements of subdivisions (1) and (2) of subsection (a) of section 31-51u and (3) the prospective employee is given a copy of any positive urinalysis drug test result. The results of any such test shall be confidential and shall not be disclosed by the employer or its employees to any person other than any such employee to whom such disclosure is necessary.

(P.A. 87-551, S. 3; May Sp. Sess. P.A. 92-11, S. 43, 70.)

History: May Sp. Sess. P.A. 92-11 made a technical change in Subdiv. (2) by correcting a statutory reference.

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**Sec. 31-51w. Drug testing: Observation prohibited. Privacy of results.** (a) No employer or employer representative, agent or designee engaged in a urinalysis drug testing program shall directly observe an employee or prospective employee in the process of producing the urine specimen.

(b) Any results of urinalysis drug tests conducted by or on behalf of an employer shall be maintained along with other employee medical records and shall be subject to the privacy protections provided for in sections 31-128a to 31-128h, inclusive. Such results shall be inadmissible in any criminal proceeding.

(P.A. 87-551, S. 4, 5.)

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**Sec. 31-51x. Drug testing: Reasonable suspicion required. Random tests.** (a) No employer may require an employee to submit to a urinalysis drug test unless the employer has reasonable suspicion that the employee is under the influence of drugs or alcohol which adversely affects or could adversely affect such employee's job performance. The Labor Commissioner shall adopt regulations in accordance with chapter 54 to specify circumstances which shall be presumed to give rise to an employer having such a reasonable suspicion, provided nothing in such regulations shall preclude an employer from citing other circumstances as giving rise to such a reasonable suspicion.

(b) Notwithstanding the provisions of subsection (a) of this section, an employer may require an employee to submit to a urinalysis drug test on a random basis if (1) such test is authorized under federal law, (2) the employee serves in an occupation which has been designated as a high-risk or safety-sensitive occupation pursuant to regulations adopted by the Labor Commissioner pursuant to chapter 54, or (3) the urinalysis is conducted as part of an employee assistance program sponsored or authorized by the employer in which the employee voluntarily participates.

(P.A. 87-551, S. 6, 7; P.A. 91-271, S. 2.)

History: P.A. 91-271 amended Subsec. (a) to require the labor commissioner to adopt regulations specifying circumstances giving rise to reasonable suspicion; in 1997 references to "Commissioner of Labor" were changed editorially by the Revisors to "Labor Commissioner" for consistency with customary statutory usage.

Cited. 243 C. 66.

Subsec. (a):

Issue of voluntary testing under the statute should be resolved in manner consistent with federal fourth amendment constitutional law. 244 C. 598. Plaintiff seen as voluntarily consenting to testing in case in which he was motivated by fear that he would be dismissed for attempting to remove employer's property from the plant without authorization. Id.

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**Sec. 31-51y. Drug testing: Medical screenings, regulation of employees and testing of gaming participants permitted.** (a) Nothing in sections 31-51t to 31-51aa, inclusive, shall prevent an employer from conducting medical screenings, with the express written consent of the employees, to monitor exposure to toxic or other unhealthy substances in the workplace or in the performance of their job responsibilities. Any such screenings or tests shall be limited to the specific substances expressly identified in the employee consent form.

(b) Nothing in sections 31-51t to 31-51aa, inclusive, shall restrict an employer's ability to prohibit the use of intoxicating substances during work hours or restrict an employer's ability to discipline an employee for being under the influence of intoxicating substances during work hours.

(c) Nothing in sections 31-51t to 31-51aa, inclusive, shall restrict or prevent a urinalysis drug test program conducted

under the supervision of the Division of Special Revenue within the Department of Revenue Services relative to jai alai players, jai alai court judges, jockeys, harness drivers or stewards participating in activities upon which pari-mutuel wagering is authorized under chapter 226.

(P.A. 87-551, S. 8-10.)

(Return to TOC) (Return to Chapters) (Return to Titles)

**Sec. 31-51z. Drug testing: Enforcement. Damages.** (a) Any aggrieved person may enforce the provisions of sections 31-51t to 31-51aa, inclusive, by means of a civil action. Any employer, laboratory or medical facility that violates any provision of sections 31-51t to 31-51aa, inclusive, or who aids in the violation of any provision of said sections shall be liable to the person aggrieved for special and general damages, together with attorney's fees and costs.

(b) Any employer, laboratory or medical facility that commits, or proposes to commit, an act in violation of any provision of sections 31-51t to 31-51aa, inclusive, may be enjoined therefrom by any court of competent jurisdiction. An action for injunctive relief under this subsection may be brought by any aggrieved person, by the Attorney General or by any person or entity which will fairly and adequately represent the interests of the protected class.

(P.A. 87-551, S. 11.)

(Return to TOC) (Return to Chapters) (Return to Titles)

**Sec. 31-51aa. Drug testing: Effect of collective bargaining agreement.** No provision of any collective bargaining agreement may contravene or supersede any provision of sections 31-51t to 31-51aa, inclusive, so as to infringe the privacy rights of any employee.

(P.A. 87-551, S. 12.)

(Return to TOC) (Return to Chapters) (Return to Titles)

**Sec. 31-51bb. Right of employee to pursue cause of action.** No employee shall be denied the right to pursue, in a court of competent jurisdiction, a cause of action arising under the state or federal constitution or under a state statute solely because the employee is covered by a collective bargaining agreement. Nothing in this section shall be construed to give an employee the right to pursue a cause of action in a court of competent jurisdiction for breach of any provision of a collective bargaining agreement or other claims dependent upon the provisions of a collective bargaining agreement.

(P.A. 88-275, S. 1.)

Permits an employee, despite prior voluntary submission of a related claim to final arbitration under collective bargaining agreement, to pursue statutory cause of action in superior court. 226 C. 475, 480-484, 486, 487, 489, 490, 492, 493. P.A. 88-275 cited. Id. Cited. 229 C. 801, 802. Cited. 236 C. 421, 429.

(Return to TOC) (Return to Chapters) (Return to Titles)

**Secs. 31-51cc to 31-51gg. Family and medical leave: Definitions, length of leave, eligibility. Prohibition of discrimination. Regulations, report. Phase-in provisions. Report on establishment of state-wide job bank.** Sections 31-51cc to 31-51gg, inclusive, are repealed, effective January 1, 1997.

(P.A. 89-382, S. 1-6; P.A. 95-79, S. 113, 189; P.A. 96-140, S. 9, 10.)

(Return to TOC) (Return to Chapters) (Return to Titles)

**Sec. 31-51hh. Reimbursement by employee of any loss or shortage resulting from wrongdoing by a customer.** No employer may request or require reimbursement from an employee for any loss or shortage incurred in the course of the employer's business as a result of any wrongdoing on the part of a customer.

(P.A. 89-78.)

(Return to TOC) (Return to Chapters) (Return to Titles)

**Sec. 31-51ii. Meal periods. Exemptions. Regulations.** (a) No person shall be required to work for seven and one-half or more consecutive hours without a period of at least thirty consecutive minutes for a meal. Such period shall be given at

some time after the first two hours of work and before the last two hours.

(b) The provisions of this section shall not be construed to alter or impair the provisions of any collective bargaining agreement in effect on July 1, 1990.

(c) The Labor Commissioner shall exempt any employer from the requirements of this section if he finds that (1) requiring compliance would be adverse to public safety, (2) the duties of a position may only be performed by one employee, (3) the employer employs less than five employees on a shift at a single place of business provided the exemption shall only apply to the employees on such shift or (4) the continuous nature of an employer's operations, such as chemical production or research experiments, requires that employees be available to respond to urgent or unusual conditions at all times and such employees are compensated for break and meal periods. The commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to establish the procedures and requirements for the granting of such exemptions.

(d) The provisions of this section shall not apply to any professional employee certified by the State Board of Education and employed by a local or regional board of education of any town or regional school district to work directly with children.

(e) The provisions of this section shall not prevent any employer and employee from entering into a written agreement providing for a different schedule of meal periods than the schedule required by subsection (a) of this section.

(f) The provisions of this section shall not apply to any employer who provides thirty or more total minutes of paid rest or meal periods to employees within each seven and one-half hour work period.

(g) Any employer who violates the provisions of this section may be subject to civil penalties in accordance with section 31-69a.

(P.A. 89-71, S. 1, 2; P.A. 90-37, S. 1, 2; P.A. 96-122.)

History: P.A. 89-71 effective July 1, 1990; P.A. 90-37 added Subsec. (e) concerning written agreements for different schedules and Subsec. (f) concerning employers who provide thirty or more total minutes of paid rest or meal periods within seven and one-half hour work periods; P.A. 96-122 added Subsec. (g) making employers who violate the section subject to civil penalties.

[\(Return to TOC\)](#) [\(Return to Chapters\)](#) [\(Return to Titles\)](#)

**Sec. 31-51jj. Notice to employees of incoming emergency telephone calls.** (a) For purposes of this section:

(1) "Emergency" means a situation in which a member of the employee's family has died, experienced a serious physical injury or is ill and in need of medical attention; and

(2) "Member of the employee's family" means a mother, father, husband, wife, son, daughter, sister or brother of the employee.

(b) An employer shall notify an employee of an incoming emergency telephone call for the employee if the caller states that the emergency involves a member of the employee's family. It shall not be a violation of this section if the employer proves, by a preponderance of the evidence, that he or she made reasonable efforts to notify the employee of the emergency telephone call.

(c) The failure of an employer to comply with any provision of this section shall be an infraction.

(P.A. 93-347.)

[\(Return to TOC\)](#) [\(Return to Chapters\)](#) [\(Return to Titles\)](#)

**Sec. 31-51kk. Family and medical leave: Definitions.** As used in sections 31- 51kk to 31-51qq, inclusive:

(1) "Eligible employee" means an employee who has been employed (A) for at least twelve months by the employer with respect to whom leave is requested; and (B) for at least one thousand hours of service with such employer during the twelve-month period preceding the first day of the leave;

(2) "Employ" includes to allow or permit to work;

(3) "Employee" means any person engaged in service to an employer in the business of the employer;

(4) "Employer" means a person engaged in any activity, enterprise or business who employs seventy-five or more employees, and includes any person who acts, directly or indirectly, in the interest of an employer to any of the employees of such employer and any successor in interest of an employer, but shall not include the state, a municipality, a local or regional board of education, or a private or parochial elementary or secondary school. The number of employees of an employer shall be determined on October first annually;

(5) "Employment benefits" means all benefits provided or made available to employees by an employer, including group

life insurance, health insurance, disability insurance, sick leave, annual leave, educational benefits and pensions, regardless of whether such benefits are provided by practice or written policy of an employer or through an "employee benefit plan", as defined in Section 1002(3) of Title 29 of the United States Code;

(6) "Health care provider" means (A) a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state in which the doctor practices; (B) a podiatrist, dentist, psychologist, optometrist or chiropractor authorized to practice by the state in which such person practices and performs within the scope of the authorized practice; (C) an advanced practice registered nurse, nurse practitioner, nurse midwife or clinical social worker authorized to practice by the state in which such person practices and performs within the scope of the authorized practice; (D) Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; (E) any health care provider from whom an employer or a group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits; (F) a health care provider as defined in subparagraphs (A) to (E), inclusive, of this subdivision who practices in a country other than the United States, who is licensed to practice in accordance with the laws and regulations of that country; or (G) such other health care provider as the Labor Commissioner determines, performing within the scope of the authorized practice. The commissioner may utilize any determinations made pursuant to chapter 568.

(7) "Parent" means a biological parent, foster parent, adoptive parent, stepparent or legal guardian of an eligible employee or an eligible employee's spouse, or an individual who stood in loco parentis to an employee when the employee was a son or daughter;

(8) "Person" means one or more individuals, partnerships, associations, corporations, business trusts, legal representatives or organized groups of persons;

(9) "Reduced leave schedule" means a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of an employee;

(10) "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves (A) inpatient care in a hospital, hospice, nursing home or residential medical care facility; or (B) continuing treatment, including outpatient treatment, by a health care provider;

(11) "Son or daughter" means a biological, adopted or foster child, stepchild, legal ward, or child of a person standing in loco parentis, who is (A) under eighteen years of age; or (B) eighteen years of age or older and incapable of self-care because of a mental or physical disability; and

(12) "Spouse" means a husband or wife, as the case may be.

(P.A. 96-140, S. 1, 10.)

History: P.A. 96-140 effective January 1, 1997.

[\(Return to TOC\)](#) [\(Return to Chapters\)](#) [\(Return to Titles\)](#)

**Sec. 31-51H. Family and medical leave: Length of leave. Eligibility.** (a) Subject to section 31-51mm, an eligible employee shall be entitled to a total of sixteen workweeks of leave during any twenty-four-month period, such twenty-four-month period to begin with the first day of leave taken, for one or more of the following:

(1) Upon the birth of a son or daughter of the employee;

(2) Upon the placement of a son or daughter with the employee for adoption or foster care;

(3) In order to care for the spouse, or a son, daughter or parent of the employee, if such spouse, son, daughter or parent has a serious health condition; or

(4) Because of a serious health condition of the employee.

(b) Entitlement to leave under subdivision (1) or (2) of subsection (a) of this section may accrue prior to the birth or placement of a son or daughter when such leave is required because of such impending birth or placement.

(c) (1) Leave under subdivision (1) or (2) of subsection (a) of this section for the birth or placement of a son or daughter may not be taken by an employee intermittently or on a reduced leave schedule unless the employee and the employer agree otherwise. Subject to subdivision (2) of this subsection concerning an alternative position, subdivision (2) of subsection (f) of this section concerning the duties of the employee and subdivision (5) of subsection (b) of section 31-51mm concerning sufficient certification, leave under subdivision (3) or (4) of subsection (a) of this section for a serious health condition may be taken intermittently or on a reduced leave schedule when medically necessary. The taking of leave intermittently or on a reduced leave schedule pursuant to this subsection shall not result in a reduction of the total amount of leave to which the employee is entitled under subsection (a) of this section beyond the amount of leave actually taken.

(2) If an employee requests intermittent leave or leave on a reduced leave schedule under subdivision (3) or (4) of

subsection (a) of this section that is foreseeable based on planned medical treatment, the employer may require the employee to transfer temporarily to an available alternative position offered by the employer for which the employee is qualified and that (A) has equivalent pay and benefits and (B) better accommodates recurring periods of leave than the regular employment position of the employee, provided the exercise of this authority shall not conflict with any provision of a collective bargaining agreement between such employer and a labor organization which is the collective bargaining representative of the unit of which the employee is a part.

(d) Except as provided in subsection (e) of this section, leave granted under subsection (a) of this section may consist of unpaid leave.

(e) (1) If an employer provides paid leave for fewer than sixteen workweeks, the additional weeks of leave necessary to attain the sixteen workweeks of leave required under sections 5-248a and 31-51kk to 31-51qq, inclusive, may be provided without compensation.

(2) (A) An eligible employee may elect, or an employer may require the employee, to substitute any of the accrued paid vacation leave, personal leave or family leave of the employee for leave provided under subdivision (1), (2) or (3) of subsection (a) of this section for any part of this sixteen-week period of such leave under said subsection.

(B) An eligible employee may elect, or an employer may require the employee, to substitute any of the accrued paid vacation leave, personal leave, or medical or sick leave of the employee for leave provided under subdivision (3) or (4) of subsection (a) of this section for any part of the sixteen-week period of such leave under said subsection, except that nothing in section 5-248a or 31-51kk to 31-51qq, inclusive, shall require an employer to provide paid sick leave or paid medical leave in any situation in which such employer would not normally provide any such paid leave.

(f) (1) In any case in which the necessity for leave under subdivision (1) or (2) of subsection (a) of this section is foreseeable based on an expected birth or placement of a son or daughter, the employee shall provide the employer with not less than thirty days' notice, before the date of the leave is to begin, of the employee's intention to take leave under said subdivision (1) or (2), except that if the date of the birth or placement of a son or daughter requires leave to begin in less than thirty days, the employee shall provide such notice as is practicable.

(2) In any case in which the necessity for leave under subdivision (3) or (4) of subsection (a) of this section is foreseeable based on planned medical treatment, the employee (A) shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider of the employee or the health care provider of the son, daughter, spouse or parent of the employee, as appropriate; and (B) shall provide the employer with not less than thirty days' notice, before the date the leave is to begin, of the employee's intention to take leave under said subdivision (3) or (4), except that if the date of the treatment requires leave to begin in less than thirty days, the employee shall provide such notice as is practicable.

(g) In any case in which a husband and wife entitled to leave under subsection (a) of this section are employed by the same employer, the aggregate number of workweeks of leave to which both may be entitled may be limited to sixteen workweeks during any twenty-four-month period, if such leave is taken: (1) Under subdivision (1) or (2) of subsection (a) of this section; or (2) to care for a sick parent under subdivision (3) of said subsection.

(h) Unpaid leave taken pursuant to sections 5-248a and 31-51kk to 31-51qq, inclusive, shall not be construed to affect an employee's qualification for exemption under chapter 558.

(i) Notwithstanding the provisions of sections 5-248a and 31-51kk to 31-51qq, inclusive, all further rights granted by federal law shall remain in effect.

(P.A. 96-140, S. 2, 10.)

History: P.A. 96-140 effective January 1, 1997.

(Return to TOC) (Return to Chapters) (Return to Titles)

**Sec. 31-51mm. Family and medical leave: Certification.** (a) An employer may require that request for leave based on a serious health condition in subdivision (3) or (4) of subsection (a) of section 31-51ll be supported by a certification issued by the health care provider of the eligible employee or of the son, daughter, spouse or parent of the employee, as appropriate. The employee shall provide, in a timely manner, a copy of such certification to the employer.

(b) Certification provided under subsection (a) of this section shall be sufficient if it states:

(1) The date on which the serious health condition commenced;

(2) The probable duration of the condition;

(3) The appropriate medical facts within the knowledge of the health care provider regarding the condition;

(4) (A) For purposes of leave under subdivision (3) of subsection (a) of section 31-51ll, a statement that the eligible employee is needed to care for the son, daughter, spouse or parent and an estimate of the amount of time that such



employee needs to care for the son, daughter, spouse or parent; and (B) for purposes of leave under subdivision (4) of subsection (a) of section 31-51ll, a statement that the employee is unable to perform the functions of the position of the employee;

(5) In the case of certification for intermittent leave or leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment;

(6) In the case of certification for intermittent leave or leave on a reduced leave schedule under subdivision (4) of subsection (a) of section 31-51ll, a statement of the medical necessity of the intermittent leave or leave on a reduced leave schedule, and the expected duration of the intermittent leave or reduced leave schedule; and

(7) In the case of certification for intermittent leave or leave on a reduced leave schedule under subdivision (3) of subsection (a) of section 31-51ll, a statement that the employee's intermittent leave or leave on a reduced leave schedule is necessary for the care of the son, daughter, parent or spouse who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.

(c) (1) In any case in which the employer has reason to doubt the validity of the certification provided under subsection (a) of this section for leave under subdivision (3) or (4) of subsection (a) of section 31-51ll, the employer may require, at the expense of the employer, that the eligible employee obtain the opinion of a second health care provider designated or approved by the employer concerning any information certified under subsection (b) of this section for such leave.

(2) A health care provider designated or approved under subdivision (1) of this subsection shall not be employed on a regular basis by the employer.

(d) (1) In any case in which the second opinion described in subsection (c) of this section differs from the opinion in the original certification provided under subsection (a) of this section, the employer may require, at the expense of the employer, that the employee obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee concerning the information certified under subsection (b) of this section.

(2) The opinion of the third health care provider concerning the information certified under subsection (b) of this section shall be considered to be final and shall be binding on the employer and the employee.

(e) The employer may require that the eligible employee obtain subsequent recertifications on a reasonable basis, provided the standards for determining what constitutes a reasonable basis for recertification may be governed by a collective bargaining agreement between such employer and a labor organization which is the collective bargaining representative of the unit of which the worker is a part if such a collective bargaining agreement is in effect. Unless otherwise required by the employee's health care provider, the employer may not require recertification more than once during a thirty-day period and, in any case, may not unreasonably require recertification. The employer shall pay for any recertification that is not covered by the employee's health insurance.

(P.A. 96-140, S. 3, 10.)

History: P.A. 96-140 effective January 1, 1997.

[\(Return to TOC\)](#) [\(Return to Chapters\)](#) [\(Return to Titles\)](#)

**Sec. 31-51nn. Family and medical leave: Employment and benefits protection.** (a) Any eligible employee who takes leave under section 31-51ll for the intended purpose of the leave shall be entitled on return from such leave (1) to be restored by the employer to the position of employment held by the employee when the leave commenced; (2) if the original position of employment is not available, to be restored to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment; or (3) in the case of a medical leave, if the employee is medically unable to perform the employee's original job upon the expiration of such leave, to be transferred to work suitable to such employee's physical condition if such work is available.

(b) The taking of leave under section 31-51ll shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.

(c) Nothing in this section shall be construed to entitle any restored employee to (1) the accrual of any seniority or employment benefits during any period of leave; or (2) any right, benefit or position of employment other than any right, benefit or position to which the employee would have been entitled had the employee not taken the leave.

(d) As a condition of restoration under subsection (a) of this section for an employee who has taken leave under subdivision (4) of subsection (a) of section 31-51ll, the employer may have a uniformly applied practice or policy that requires each such employee to receive certification from the health care provider of the employee that the employee is able to resume work, except that nothing in this subsection shall supersede a valid law of this state or a collective bargaining agreement that governs the return to work of such employees.

(e) Nothing in this section shall be construed to prohibit an employer from requiring an employee on leave under section

31-51ll to report periodically to the employer on the status and intention of the employee to return to work.

(f) Employees may have additional rights under other state and federal law, including rights under the federal Americans with Disabilities Act of 1990. Nothing in sections 5-248a and 31-51kk to 31-51qq, inclusive, shall limit any such additional rights.

(P.A. 96-140, S. 4, 10.)

History: P.A. 96-140 effective January 1, 1997.

(Return to TOC) (Return to Chapters) (Return to Titles)

**Sec. 31-51oo. Family and medical leave: Confidentiality of medical records and documents.** Records and documents relating to medical certifications, recertifications or medical histories of employees or employees' family members, created for purposes of sections 5-248a and 31-51kk to 31-51qq, inclusive, shall be maintained as medical records pursuant to chapter 563a, except that: (1) Supervisors and managers may be informed regarding necessary restrictions on the work or duties of an employee and necessary accommodations; (2) first aid and safety personnel may be informed, when appropriate, if the employee's physical or medical condition might require emergency treatment; and (3) government officials investigating compliance with sections 5-248a and 31-51kk to 31-51qq, inclusive, or other pertinent law shall be provided relevant information upon request.

(P.A. 96-140, S. 5, 10.)

History: P.A. 96-140 effective January 1, 1997.

(Return to TOC) (Return to Chapters) (Return to Titles)

**Sec. 31-51pp. Family and medical leave: Prohibited acts.** (a) (1) It shall be a violation of sections 5-248a and 31-51kk to 31-51qq, inclusive, for any employer to interfere with, restrain or deny the exercise of, or the attempt to exercise, any right provided under said sections.

(2) It shall be a violation of sections 5-248a and 31-51kk to 31-51qq, inclusive, for any employer to discharge or cause to be discharged, or in any other manner discriminate, against any individual for opposing any practice made unlawful by said sections or because such employee has exercised the rights afforded to such employee under said sections.

(b) It shall be a violation of sections 5-248a and 31-51kk to 31-51qq, inclusive, for any person to discharge or cause to be discharged, or in any other manner discriminate, against any individual because such individual:

(1) Has filed any charge, or has instituted or caused to be instituted any proceeding, under or related to sections 5-248a and 31-51kk to 31-51qq, inclusive;

(2) Has given, or is about to give, any information in connection with any inquiry or proceeding relating to any right provided under said sections; or

(3) Has testified, or is about to testify, in any inquiry or proceeding relating to any right provided under said sections.

(P.A. 96-140, S. 6, 10.)

History: P.A. 96-140 effective January 1, 1997.

(Return to TOC) (Return to Chapters) (Return to Titles)

**Sec. 31-51qq. Family and medical leave: Regulations, report.** On or before January 1, 1997, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to establish procedures and guidelines necessary to implement the provisions of sections 5-248a and 31-51kk to 31-51qq, inclusive, including, but not limited to, procedures for hearings and redress, including restoration and restitution, for an employee who believes that there is a violation by the employer of such employee of any provision of said sections, and procedures for the periodic reporting by employers to the commissioner of their current experience with leaves of absence taken pursuant to said sections. In adopting such regulations, the commissioner shall make reasonable efforts to ensure compatibility of state regulatory provisions with similar provisions of the federal Family and Medical Leave Act of 1993 and the regulations promulgated pursuant to said act.

(P.A. 96-140, S. 7, 10.)

History: P.A. 96-140 effective January 1, 1997.

(Return to TOC) (Return to Chapters) (Return to Titles)



Secs. 31-51rr to 31-51vv. Reserved for future use.

[\(Return to TOC\)](#) [\(Return to Chapters\)](#) [\(Return to Titles\)](#)

## PART IIa INDIVIDUAL DEVELOPMENT ACCOUNT PROGRAMS

**Sec. 31-51ww. Individual development account programs: Definitions.** As used in this section and sections 31-51xx to 31-51eee, inclusive:

- (1) "Account holder" means a participant in a certified state IDA program;
- (2) "Department" means the Labor Department;
- (3) "Approved plan" means a plan prepared jointly by the account holder and the community-based organization that defines savings goals, program requirements and permissible uses of the individual development account and its matching funds pursuant to sections 31-51xx to 31-51aaa, inclusive, and regulations adopted pursuant to section 31-51ddd. The approved plan shall be a contract between the account holder and the community-based organization;
- (4) "Area median income" means area median household income as determined from time to time by the United States Department of Housing and Urban Development;
- (5) "Certified state IDA program" means a program of matched savings accounts that has been certified by the department in accordance with regulations adopted pursuant to section 31-51ddd;
- (6) "Clearinghouse" means a service to provide organizations interested in establishing, or which have established, individual development account programs with literature on federal, state and other sources of funding, guidelines for best practices and program standards, and information regarding the establishment and maintenance of certified state IDA programs;
- (7) "Community-based organization" means an organization exempt from taxation pursuant to section 501(c)(3) of the Internal Revenue Code of 1986 or any subsequent corresponding internal revenue code of the United States, as from time to time amended, which meets the requirements set forth in regulations pursuant to section 31-51ddd;
- (8) "Education" means (A) a postsecondary program of instruction provided by a college, university, community college, area vocational-technical school, professional institution or specialized college or school legally authorized to grant degrees, or (B) any related educational program approved by the community-based organization and the department;
- (9) "Entrepreneurial activity" means the purchase of or investment in a small business, as defined in subsection (a) of section 4-168a, in Connecticut in which, upon such purchase or investment, the account holder will be a principal;
- (10) "Federal poverty level" means the most recent poverty income guidelines published by the United States Department of Health and Human Services;
- (11) "Financial institution" means a "financial institution", as defined in section 36a-330;
- (12) "Household" means a household, as defined in the federal Assets for Independence Act, P.L. 105-235;
- (13) "Individual development account" means a savings account, maintained in a program that is established pursuant to section 31-51xx that is held in a financial institution, for the sole purpose of holding the funds of the account holder for one of the purposes described in subsection (a) of section 31-51xx;
- (14) "Individual Development Account Reserve Fund" means a nonlapsing fund administered by the department for the purposes of providing matching funds for individual development accounts in certified state IDA programs, and for funding costs incurred by community-based organizations in the operation and administration of such programs and department's administrative costs for the Connecticut IDA Initiative;
- (15) "Connecticut IDA Initiative" means the state-wide individual development account initiative established in section 31-51xx;
- (16) "Job training" means a program for job entrance or skill development approved by the community-based organization and the department; and
- (17) "Qualified disabled individual" means a disabled individual eligible for assistance to the disabled pursuant to chapter 319mm.

(P.A. 00-192, S. 1, 102.)

History: P.A. 00-192 effective January 1, 2001.

[\(Return to TOC\)](#) [\(Return to Chapters\)](#) [\(Return to Titles\)](#)

**Sec. 31-51xx. Connecticut IDA Initiative established. Implementation.** (a) There is hereby established the

"Connecticut IDA Initiative". The initiative shall be administered by the department. The initiative shall provide eligible individuals as provided in section 31-51yy with an opportunity, through a certified state IDA program, to establish an individual development account from which funds may be used by the account holder for one of the following purposes as specified in the approved plan: (1) The costs of education or job training; (2) the purchase of a home as a primary residence; (3) the participation in or development of a new or existing entrepreneurial activity; (4) the purchase of an automobile for the purpose of obtaining or maintaining employment; or (5) the making of a lease deposit on a primary residence.

(b) To implement the Connecticut IDA Initiative, the department shall, in accordance with regulations adopted pursuant to section 31-51ddd: (1) Establish an Individual Development Account Reserve Fund in accordance with section 31-51aaa; (2) establish and operate, directly or by contract with another entity, the clearinghouse; (3) solicit, review, accept or reject proposals from community-based organizations seeking to operate certified state IDA programs on a not-for-profit basis; and (4) perform such monitoring, evaluation and oversight functions as are appropriate for the administration of the Connecticut IDA Initiative.

(c) The department shall determine the maximum per cent of all funds received from the Individual Development Account Reserve Fund that may be used by a community-based organization operating a certified state IDA program in providing training, counseling, case management and for administrative purposes.

(P.A. 00-192, S. 2, 102.)

History: P.A. 00-192 effective January 1, 2001.

[\(Return to TOC\)](#) [\(Return to Chapters\)](#) [\(Return to Titles\)](#)

**Sec. 31-51yy. Eligibility. Duties of community-based organizations and financial institutions.** (a) An individual who has earned income, and who is a member of a household whose adjusted gross income is not in excess of eighty per cent of the area median household income for the area where such individual resides, is eligible to participate in a certified state IDA program for the purpose of accumulating and withdrawing moneys for purposes specified in subsection (a) of section 31-51xx; except that, if an individual does not have earned income solely due to a qualified disability, the earned income requirement shall not apply to such individual.

(b) Each community-based organization operating a certified state IDA program shall establish, through written governing instruments with a qualified financial institution: (1) A trust or custodial account on behalf of each account holder in its program into which the account holder shall deposit savings, which accounts shall conform to the requirements of the federal Assets for Independence Act, P.A. 105-285; and (2) a separate local reserve fund into which the department shall deposit funds from the Individual Development Account Reserve Fund and into which the community-based organization shall deposit funds received from the certified state IDA program from any other source. The community-based organization shall certify to the department, on forms prescribed by the department and accompanied by any documentation required by the department, that such accounts have been established pursuant to the provisions of sections 31-51ww to 31-51eee, inclusive, and that deposits have been made to an account by or on behalf of the account holder.

(c) A financial institution establishing a trust or custodial account on behalf of an account holder shall: (1) Permit deposits to be made in the account by the account holder; and (2) pay a market rate of interest on the account.

(d) The community-based organization shall determine and monitor the earned income levels of all account holders in its certified state IDA program and shall use its best efforts to ensure that at least thirty per cent of such account holders have earned income at or below two hundred per cent of the federal poverty level.

(P.A. 00-192, S. 3, 102.)

History: P.A. 00-192 effective January 1, 2001.

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**Sec. 31-51zz. Individual Development Account Reserve Fund: Funds deposited in.** All amounts appropriated by the state for the Connecticut IDA Initiative shall be deposited in the Individual Development Account Reserve Fund, which shall be administered by the department. In addition to all amounts appropriated by the state, the department shall deposit in the Individual Development Account Reserve Fund grants, donations, contributions and any other sources of revenue received for this purpose.

(P.A. 00-192, S. 4, 102.)

History: P.A. 00-192 effective May 26, 2000.

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**Sec. 31-51aaa. Individual Development Account Reserve Fund: Use and administration.** (a) Funds from the Individual Development Account Reserve Fund shall be used to provide grants to community-based organizations that are operating certified state IDA programs for the purpose of providing matching funds for the individual development accounts in their programs, to assist the organizations to provide training, counseling and case management for program participants and for program administration purposes. Funds may also be used to pay for the evaluation required pursuant to section 31-51ccc, the operation of the clearinghouse, and the department's administrative expenses for the Connecticut IDA Initiative. The department shall determine what proportion of the funds in the Individual Development Account Reserve Fund shall be used for each of these purposes.

(b) The Individual Development Account Reserve Fund shall be administered as follows:

(1) No new grant shall be approved by the department unless there is sufficient funding in the Individual Development Account Reserve Fund, as determined by the department, to meet all existing funding obligations including the maximum amount of state matching funds that would be required if each account holder in these certified programs met the savings goal in such account holder's approved plan.

(2) Any funds remaining in the Individual Development Account Reserve Fund at the end of each fiscal year, and the interest thereon, shall be retained in said fund and used in the next succeeding fiscal year for expenditures set forth in subsection (a) of this section.

(c) Grants received by the community-based organization from the Individual Development Account Reserve Fund for matching funds shall be held in the organization's local reserve fund. This fund shall be an account separate from account holders' individual development accounts, and its funds shall be disbursed in accordance with subsections (e) and (f) of this section pursuant to regulations adopted pursuant to section 31-51ddd. Grants from the Individual Development Account Reserve Fund for matching funds to certified state IDA programs shall be made on behalf of each individual account holder in the maximum amount of two dollars for every one dollar deposited in the individual development account by the account holder, not to exceed one thousand dollars of such matching funds per account holder for any calendar year and three thousand dollars per account holder for the duration of the account holder's participation in the program.

(d) The department and the community-based organizations, separately or cooperatively, may solicit grants and private contributions for the Individual Development Account Reserve Fund and for the local reserve funds of community-based organizations operating certified state IDA programs.

(e) If moneys are withdrawn from an individual development account by an account holder due to the account holder's decision to leave the certified state IDA program, all matching funds designated for said moneys shall be forfeited by the account holder and not later than December thirty-first of each year, the matching funds from the Individual Development Account Reserve Fund shall be returned by the community-based organization to the department for redeposit into the Individual Development Account Reserve Fund; except that, if the withdrawal is an emergency withdrawal, as defined in regulations adopted pursuant to section 31-51ddd, or is a withdrawal due to circumstances other than an account holder's decision to leave the certified state IDA program, the community-based organization may retain the matching funds for the account holder in its local reserve fund until such account holder redeposits the withdrawn funds or leaves the certified state IDA program, in accordance with such regulations.

(f) When the account holder has made sufficient deposits to such account holder's individual development account to achieve the savings goal set forth in such account holder's approved plan, the community-based organization shall pay such sum together with the matching funds from the organization's local reserve account that are attributed to this individual development account, directly to the person or entity providing the goods or services. Where matching funds from the Individual Development Account Reserve Fund have not been paid out by the community-based organization for an eligible purpose within five years after the opening of an individual development account due to an account holder not making contributions as provided in the approved plan, the matching funds from the Individual Development Account Reserve Fund shall be returned to the department for deposit in the Individual Development Account Reserve Fund, except that the community-based organization may grant a leave of absence or extension of time to an account holder for a period not to exceed two years, within such five-year period in accordance with regulations adopted pursuant to section 31-51ddd.

(P.A. 00-192, S. 5, 102.)

History: P.A. 00-192 effective January 1, 2001.

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**Sec. 31-51bbb. Account funds excluded in determination of eligibility for or benefit level of certain programs.** Notwithstanding any other provision of the general statutes, funds deposited into, held in, credited to, or withdrawn from an individual development account for a purpose consistent with the approved plan, including accrued interest, shall be excluded in the determination of eligibility for, or the benefit level of, any needs-based program using state or joint federal and state funding, consistent with applicable state and federal law.  
(P.A. 00-192, S. 7, 102.)

History: P.A. 00-192 effective January 1, 2001.

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**Sec. 31-51ccc. Program evaluation. Report.** The department shall evaluate the Connecticut IDA Initiative for each fiscal year ending June thirtieth. Based on such evaluation, the department shall provide a comprehensive report on the initiative to the speaker of the House of Representatives and the president pro tempore of the Senate no later than February first of the year following the end of each fiscal year, beginning for the fiscal year ending June 30, 2001.  
(P.A. 00-192, S. 8, 102.)

History: P.A. 00-192 effective January 1, 2001.

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**Sec. 31-51ddd. Regulations.** (a) The Labor Commissioner, in consultation with the State Treasurer shall, in accordance with chapter 54, adopt regulations to implement the provisions of sections 31-51ww to 31-51eee, inclusive, and to administer the Connecticut IDA Initiative. Such regulations shall establish standards and guidelines, consistent with the provisions of sections 31-51ww to 31-51eee, inclusive, for certified state IDA programs, including, but not limited to: (1) Income eligibility requirements for account holders; (2) permissible savings goals for certified state IDA programs; (3) the services that each certified state IDA program shall provide to assist its account holders in meeting their savings goals including credit history assessments, assistance in credit repair and ongoing credit stability, general financial education and asset-specific training, ongoing case management and other support services; (4) procedures and timelines for establishment of savings accounts within financial institutions and for the deposit of funds into individual savings accounts, the department's Individual Development Account Reserve Fund, and local reserve funds maintained by certified community-based organizations; (5) allowable uses of matching funds from the Individual Development Account Reserve Fund and procedures for the making of grants from such fund; (6) procedures and permissible reasons for emergency withdrawals of funds from individual accounts and leaves of absence from the program; (7) accounting and financial reporting procedures required of all certified community-based organizations; (8) required content of and deadlines for all program and evaluation reports by community-based organizations to the department; (9) required components of the approved plan between the account holder and the community-based organization, including but not limited to, savings goals, matching rates, required participation in education and training, contingency plans if the account holder fails to meet projected savings goals or schedules, savings withdrawal procedures and limitations, procedures for withdrawing from the program, provision for the disposition of funds in the event of the account holder's death, and provision for amendment of the plan with the concurrence of the account holder and the community-based organization; (10) the process of approval, certification, suspension and decertification of an individual development account program; and (11) the application and implementation of any restrictions on or requirements of funding expenditures as required under state or federal law.

(b) Such regulations shall specify the process by which the department shall solicit proposals from community-based organizations to operate certified state IDA programs, and the criteria and process that shall be used by the department in granting state certification and determining the number of individual development accounts eligible for matching funds from the Individual Development Account Reserve Fund. Criteria that shall be used in granting state certification and in allocating funds from the Individual Development Account Reserve Fund to certified state IDA programs shall include, but not be limited to, the community-based organization's level of competence in meeting all financial and programmatic requirements of a certified state IDA program and the fiscal capacity of the organization to meet all financial obligations of the program and, to the extent possible, the geographic location of the organization.

(P.A. 00-192, S. 9, 102.)

History: P.A. 00-192 effective May 26, 2000 (Revisor's note: In Subsec. (a), "with" was inserted editorially by the Revisors before "chapter 54", for proper form).

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**Sec. 31-51eee. Receipt of funds authorized.** Nothing in sections 31-51ww to 31-51ddd, inclusive, shall preclude a community-based organization or other entity from establishing an individual development account program and receiving matching funds from sources other than the Individual Development Account Reserve Fund. (P.A. 00-192, S. 10, 102.)

History: P.A. 00-192 effective May 26, 2000.

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**Sec. 31-51fff. Restrictions on funding expenditures to apply.** Notwithstanding the provisions of sections 31-51ww to 31-51eee, inclusive, any restrictions on funding expenditures required under any state or federal law shall apply. (P.A. 00-192, S. 12, 102.)

History: P.A. 00-192 effective May 26, 2000.

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### PART III STATE CONTRACTS

**Sec. 31-52. Preference to state citizens in construction of public buildings. Enforcement of violations.** (a) In the employment of mechanics, laborers and workmen in the construction, remodeling or repairing of any public building, by the state or any of its agents or by persons contracting therewith, preference shall be given to citizens of the state, and, if they cannot be obtained in sufficient numbers, then to citizens of the United States. Any contractor who knowingly and wilfully employs any person in violation of any provision of this subsection shall be fined two hundred dollars for each week or fraction of a week each such person is so employed.

(b) Each contract for the construction or repair of any building under the supervision of the state or any of its agents shall contain the following provisions: "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 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 months prior to the date hereof, and then to citizens of the state who have continuously resided in the state at least three 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.

(c) No person who receives an award or contract for public works projects from the state, or who receives an order or contract for which a portion of funds is derived from the state, shall knowingly employ nonresidents of the state while residents who may qualify for such work are reasonably available for employment. In the employment of nonresidents, the construction supervisor or construction inspector assigned to the public works project shall verify that the contracting employer, by reasonable efforts, sought to obtain construction job applicants from existing employment sources in Connecticut.

(d) The agent contracting on behalf of the state or any political subdivision thereof shall investigate promptly any alleged violation of this section or section 31-52a. If said agent finds evidence of such a violation, he shall immediately notify the alleged violator of such evidence and allegations. If the alleged violator fails to take corrective action within one week, or to produce evidence which satisfies said agent that no violation has occurred, said agent shall (1) institute a civil action to recover as liquidated damages for the violation of the contract an amount equal to the wages paid to any employees employed in violation of this section or section 31-52a and cost of suit, including reasonable attorney's fees and (2) notify the office of the state's attorney in the judicial district for the area in which such work was performed so that appropriate criminal action may be instituted against the alleged violator.

(e) In contracts so financed preference in employment shall be given to citizens of the United States or any possession thereof.

(f) Nothing in this section shall abrogate or supersede any provision regarding residence requirements in a collective bargaining agreement to which the contractor is a party.

(1949 Rev., S. 7371; 1967, P.A. 757, S. 1; P.A. 78-280, S. 68, 127; P.A. 83-530, S. 2, 3; 83-552, S. 2; P.A. 97-263, S. 13.

History: 1967 act clarified provisions and specified that one hundred dollar fine applies for each week or fraction of a week during which a person is employed in violation of Subsec. (a) where previously hundred dollar fine was the maximum fine for each offense, substituted labor market areas for towns under Subsec. (b) and added Subsecs. (c) to (e) re employment of state residents in preference to nonresidents, hiring preference to U.S. citizens and procedure to be followed in investigation of and action on violations; P.A. 78-280 required notification of state's attorney in the appropriate judicial district rather than notification of prosecuting attorney in the appropriate circuit, circuit courts having been abolished pursuant to P.A. 76-436, under Subsec. (d)(2); P.A. 83-530 added a new Subsec. (f) which prohibits this section from abrogating or superseding any residence requirement in a collective bargaining agreement to which the contractor is a party; P.A. 83-552 amended Subsec. (b) to provide that collective bargaining agreement is not superseded by preference provisions of contract; P.A. 97-263 amended Subsec. (a) to increase amount of fine from one hundred to two hundred dollars.

See Sec. 7-112 re applicability of this section to construction, remodeling, etc. of public buildings by political subdivisions of state.

Commissioner's duty under statute is carried out when he has caused proper preference clause to be inserted in contract.  
26 CS 384, 386.

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**Sec. 31-52a. Residents' preference in work on other public facilities.** (a) In the employment of mechanics, laborers or workmen in connection with any public works project, including, but not limited to, construction, remodeling or repairing of any public facility, structure, except public buildings covered by section 31-52, site preparation or site improvement, appurtenances or highways or in preparation or improvement of any land or waterway on or in which a structure is situated or to be constructed by the state or any of its agents or by persons contracting therewith, preference shall be given to persons who are residents of the state, and, if they cannot be obtained in sufficient numbers, then to residents of other states. Nothing herein shall abrogate or supersede any provision regarding residence requirements in a collective bargaining agreement to which the contractor is a party. Any contractor who knowingly and wilfully employs any person in violation of any provision of this section shall be fined two hundred dollars for each week or a fraction of a week each such person is employed.

(b) Each contract for any such project covered by this section under the supervision of the state or any of its agents shall contain the following provision: "In the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the state who are, and continuously for at least six 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."  
(1967, P.A. 757, S. 2.)

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**Sec. 31-52b. Exceptions.** The provisions of sections 31-52 and 31-52a 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 said sections or regulative procedures pursuant thereto.  
(1967, P.A. 757, S. 3.)

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**Sec. 31-53. Construction, alteration or repair of public works projects by state or political subdivision; wage rates; certified payroll. Penalties for violations.** (a) Each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project by the state or any of its agents, or by any political subdivision of the state or any of its agents, shall contain the following provision: "The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day."  
(b) Any person who knowingly or wilfully employs any mechanic, laborer or workman in the construction, remodeling,



refinishing, refurbishing, rehabilitation, alteration or repair of any public works project for or on behalf of the state or any of its agents, or any political subdivision of the state or any of its agents, at a rate of wage on an hourly basis which is less than the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed, remodeled, refinished, refurbished, rehabilitated, altered or repaired, or who fails to pay the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, or in lieu thereof to the employee, as provided by subsection (a), shall be fined not less than two thousand five hundred dollars but not more than five thousand dollars for each offense and (1) for the first violation, shall be disqualified from bidding on contracts with the state or any political subdivision until the contractor or subcontractor has made full restitution of the back wages owed to such persons and for an additional six months thereafter and (2) for subsequent violations, shall be disqualified from bidding on contracts with the state or any political subdivision until the contractor or subcontractor has made full restitution of the back wages owed to such persons and for not less than an additional two years thereafter. In addition, if it is found by the contracting officer representing the state or political subdivision thereof that any mechanic, laborer or workman employed by the contractor or any subcontractor directly on the site for the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as required by this section, the state or contracting political subdivision thereof may (A) by written notice to the contractor, terminate such contractor's right to proceed with the work or such part of the work as to which there has been a failure to pay said required wages and to prosecute the work to completion by contract or otherwise, and the contractor and his sureties shall be liable to the state or the contracting political subdivision for any excess costs occasioned the state or the contracting political subdivision thereby or (B) withhold payment of money to the contractor or subcontractor. The contracting department of the state or the political subdivision thereof shall within two days after taking such action notify the Labor Commissioner in writing of the name of the contractor or subcontractor, the project involved, the location of the work, the violations involved, the date the contract was terminated, and steps taken to collect the required wages.

(c) The Labor Commissioner may make complaint to the proper prosecuting authorities for the violation of any provision of subsection (b).

(d) For the purpose of predetermining the prevailing rate of wage on an hourly basis and the amount of payment or contributions paid or payable on behalf of each employee to any employee welfare fund, as defined in subsection (h), in each town where such contract is to be performed, the Labor Commissioner shall (1) hold a hearing at any required time to determine the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each person to any employee welfare fund, as defined in subsection (h), upon any public work within any specified area, and shall establish classifications of skilled, semiskilled and ordinary labor, or (2) adopt and use such appropriate and applicable prevailing wage rate determinations as have been made by the Secretary of Labor of the United States under the provisions of the Davis-Bacon Act, as amended.

(e) The Labor Commissioner shall determine the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of such employee to any employee welfare fund, as defined in subsection (h), in each locality where any such public work is to be constructed, and the agent empowered to let such contract shall contact the Labor Commissioner, at least ten but not more than twenty days prior to the date such contracts will be advertised for bid, to ascertain the proper rate of wages and amount of employee welfare fund payments or contributions and shall include such rate of wage on an hourly basis and the amount of payment or contributions paid or payable on behalf of each employee to any employee welfare fund, as defined in subsection (h), or in lieu thereof the amount to be paid directly to each employee for such payment or contributions as provided in subsection (a) for all classifications of labor in the proposal for the contract. The rate of wage on an hourly basis and the amount of payment or contributions to any employee welfare fund, as defined in subsection (h), or cash in lieu thereof, as provided in subsection (a), shall, at all times, be considered as the minimum rate for the classification for which it was established. Prior to the award of any contract subject to the provisions of this section, such agent shall certify in writing to the Labor Commissioner the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts. Upon the award of any contract subject to the provisions of this section, the contractor to whom such contract is awarded shall certify, under oath, to the Labor Commissioner the pay scale to be used by such contractor and any of his subcontractors for work to be performed under such contract.

(f) Each employer subject to the provisions of this section or section 31-54 shall (1) keep, maintain and preserve such records relating to the wages and hours worked by each employee and a schedule of the occupation or work classification at which each mechanic, laborer or workman on the project is employed during each work day and week in such manner and form as the Labor Commissioner establishes to assure the proper payments due to such employees or employee welfare funds under this section or section 31-54, and (2) submit monthly to the contracting agency a certified payroll

which shall consist of a complete copy of such records accompanied by a statement signed by the employer which indicates that (A) such records are correct; (B) the rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of this section, are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection (d) of this section, and not less than those required by the contract to be paid; (C) the employer has complied with the provisions of this section and section 31-54; (D) each such employee is covered by a workers' compensation insurance policy for the duration of his employment, which shall be demonstrated by submitting to the contracting agency the name of the workers' compensation insurance carrier covering each such employee, the effective and expiration dates of each policy and each policy number; (E) the employer does not receive kickbacks, as defined in 41 USC 52, from any employee or employee welfare fund; and (F) pursuant to the provisions of section 53a-157a, the employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years, or both. This subsection shall not be construed to prohibit a general contractor from relying on the certification of a lower tier subcontractor, provided the general contractor shall not be exempted from the provisions of section 53a-157a if he knowingly relies upon a subcontractor's false certification. Notwithstanding the provisions of section 1-210, the certified payroll shall be considered a public record and every person shall have the right to inspect and copy such records in accordance with the provisions of section 1-212. The provisions of sections 31-59(a), 31-59(b), 31-66 and 31-69 which are not inconsistent with the provisions of this section or section 31-54 shall apply to this section. Failing to file a certified payroll pursuant to subdivision (2) of this subsection is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years, or both.

(g) The provisions of this section shall not apply where the total cost of all work to be performed by all contractors and subcontractors in connection with new construction of any public works project is less than four hundred thousand dollars or where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than one hundred thousand dollars.

(h) As used in this section, section 31-54 and section 31-89a, "employee welfare fund" means any trust fund established by one or more employers and one or more labor organizations or one or more other third parties not affiliated with the employers to provide from moneys in the fund, whether through the purchase of insurance or annuity contracts or otherwise, benefits under an employee welfare plan; provided such term shall not include any such fund where the trustee, or all of the trustees, are subject to supervision by the Commissioner of Banking of this state or any other state or the Comptroller of the Currency of the United States or the Board of Governors of the Federal Reserve System, and "benefits under an employee welfare plan" means one or more benefits or services under any plan established or maintained for employees or their families or dependents, or for both, including, but not limited to, medical, surgical or hospital care benefits; benefits in the event of sickness, accident, disability or death; benefits in the event of unemployment, or retirement benefits.

(1949 Rev., S. 7372; March, 1950, S. 3018d, 3019d; 1961, P.A. 486, S. 1; 1963, P.A. 240, S. 1; 1967, P.A. 494, S. 1; P.A. 73-566, S. 1; P.A. 75-90, S. 1, 2; P.A. 77-442; 77-614, S. 161, 610; P.A. 79-325; P.A. 80-482, S. 200, 348; P.A. 83-537, S. 2; P.A. 85-355, S. 1-3; P.A. 87-9, S. 2, 3; P.A. 91-74, S. 1; 91-407, S. 40, 42; P.A. 93-392, S. 1; 93-435, S. 65, 95; P.A. 97-263, S. 14.)

History: 1961 act added provisions re political subdivision and employee welfare funds and added Subsecs. (f) and (g) records and schedules which must be kept and re inapplicability of provisions where total cost of work is less than five thousand dollars; 1963 act substituted "alteration" for "remodeling" and "public works project" for references to public buildings; 1967 act added Subsec. (h) defining "employee welfare fund" and "benefits under an employee welfare plan" and substituted references to Subsec. (h) for references to Sec. 31-78; P.A. 73-566 amended Subsec. (b) to add provisions re termination of contract when discovery is made that employees are being paid less than the amount required under contract; P.A. 75-90 added references to remodeling, refurbishing, refurbishing and rehabilitation of projects in Subsecs. (a), (b) and (g); P.A. 77-442 added Subdiv. (2) in Subsec. (d) requiring commissioner to adopt and use appropriate and applicable prevailing wage rate determinations made by U.S. Secretary of Labor; P.A. 77-614 replaced bank commissioner with banking commissioner within the department of business regulation and made banking department the division of banking within that department, effective January 1, 1979; P.A. 79-325 replaced former provisions of Subsec. (g) which had rendered section inapplicable where total cost of project is less than fifty thousand dollars with provision rendering provisions inapplicable to new construction projects where total cost is less than fifty thousand dollars and to remodeling, refinishing etc. projects where total cost is less than ten thousand dollars; P.A. 80-482 restored banking



division as independent department with commissioner as its head following abolition of business regulation department; P.A. 83-537 amended Subsec. (e) to require the local agent to contact the labor commissioner, to ascertain proper wage rates and payment levels, at least ten but not more than twenty days prior to putting the contract out to bid; P.A. 85-355 amended Subsec. (e) to require the agent to certify the total cost of work to be done on the public works project, and to require the contractor to certify the pay scale to be used on the project after having been awarded the contract and amended Subsec. (g) to make the prevailing wage requirements inapplicable to projects costing less than two hundred thousand dollars if new construction, or to projects costing less than fifty thousand dollars if remodeling; pursuant to P.A. 87-9 "banking commissioner" was changed editorially by the Revisors to "commissioner of banking"; P.A. 91-74 made a technical change in Subsec. (a), amended Subsec. (b) to increase fines from one hundred dollars to not less than two thousand five hundred dollars but not more than five thousand dollars and amended Subsec. (g) by changing the cost thresholds from two hundred thousand dollars to four hundred thousand dollars and from fifty thousand dollars to one hundred thousand dollars; P.A. 91-407 changed effective date of P.A. 91-74 from October 1, 1991, to July 1, 1991; P.A. 93-392 deleted reference to Sec. 51-53 in Subsec. (a) and added Subdiv. (2) in Subsec. (f) requiring employers subject to the state prevailing wage laws to file weekly certified payrolls with the contracting public agency and designating such certified payrolls as public records; P.A. 93-435 made technical change in Subsec. (a) to reinstate language in existence prior to amendment made by P.A. 93-392, effective June 28, 1993; P.A. 97-263 amended Subsec. (b) to add Subdivs. (1) and (2) disqualifying bidders from bidding on contracts with the state until certain requirements are met and to add provision permitting the withholding of payment of money to the contractor or subcontractor, amended Subsec. (d) to change "employee" to "person", amended Subsec. (f) to require monthly submission of certified payroll and to make failure to file a certified payroll a class D felony, and amended Subsec. (h) by redefining "employee welfare fund" to include one or more other third parties not affiliated with the employers.

See Sec. 7-112 re applicability of section to construction, remodeling or repair of public buildings by state agencies and political subdivisions of the state.

See Sec. 31-53a re (1) payments to mechanics, laborers and workmen from accrued payments withheld under the terms of a contract terminated pursuant to subsection (b) of this section, and their right of action and intervention, (2) the Labor Commissioner's duty to prepare and distribute lists of persons or firms found to be in violation of this section or barred from federal contracts pursuant to the Davis-Bacon Act, and (3) limitation on awarding of contracts to such persons or firms.

Where an employee is working under a contract which violates the statute or fails to provide for pay at least equal to the prevailing wages as fixed by the board, the state is in no position to claim that, if he is injured, compensation should not be based on the prevailing wage as so determined. 135 C. 498. Cited. 223 C. 573, 574, 578, 580, 582-587, 591-594.

Cited. 36 CA 29, 32, 38-40.

Subsec. (a):

Cited. 223 C. 573, 581, 583, 585.

Cited. 36 CA 29, 38, 40.

Subsec. (b):

Cited. 223 C. 573, 583, 585.

Cited. 36 CA 29, 30.

Subsec. (d):

Cited. 223 C. 573, 584, 587, 590.

Subsec. (e):

Cited. 223 C. 573, 584, 585.

Subsec. (f):

Cited. 223 C. 573, 581, 584, 585, 592-594.

Subsec. (h):

Cited. 44 CA 397.

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**Sec. 31-53a. List of violators. Limitation on awarding of contracts. Distribution of accrued payments. Right of action.** (a) The State Comptroller or the contracting authority acting pursuant to section 31-53 is hereby authorized and directed to pay to mechanics, laborers and workmen from any accrued payments withheld under the terms of a contract terminated pursuant to subsection (b) of said section 31-53 any wages found to be due such mechanics, laborers and workmen pursuant to said section 31-53. The Labor Commissioner is further authorized and directed to distribute a list to

all departments of the state and political subdivisions thereof giving the names of persons or firms whom he has found to have disregarded their obligations under said section 31-53 and section 31-76c to employees and subcontractors on public works projects or to have been barred from federal government contracts in accordance with the provisions of the Davis-Bacon Act, 49 Stat. 1011 (1931), 40 USC 276a-2. No contract shall be awarded by the state or any of its political subdivisions to the persons or firms appearing on this list or to any firm, corporation, partnership, or association in which such persons or firms have an interest until a period of up to three years, as determined by the Labor Commissioner, has elapsed from the date of publication of the list containing the names of such persons or firms.

(b) If the accrued payments withheld under the terms of a contract terminated pursuant to subsection (b) of section 31-53 are insufficient to reimburse all the mechanics, laborers and workmen with respect to whom there has been a failure to pay the wages required pursuant to said section 31-53, such mechanics, laborers and workmen shall have the right of action and of intervention against the contractor and his sureties conferred by law upon persons furnishing labor or materials, and in such proceedings it shall be no defense that such mechanics, laborers and workmen accepted or agreed to accept less than the required wages or that such persons voluntarily made refunds.

(P.A. 73-566, S. 2; P.A. 78-362, S. 1, 3; P.A. 91-74, S. 2; 91-407, S. 40, 42; P.A. 93-392, S. 2; P.A. 97-263, S. 15.)  
History: P.A. 78-362 required that list distributed by commissioner to departments of the state and to its political subdivisions contain names of those who have been barred from federal government contracts in accordance with provisions of Davis-Bacon Act in Subsec. (a); P.A. 91-74 amended Subsec. (a) by increasing the period of ineligibility from three years to five years; P.A. 91-407 changed effective date of P.A. 91-74 from October 1, 1991, to July 1, 1991; P.A. 93-392 amended Subsec. (a) to add reference to Sec. 31-76c, to require that list distributed by labor commissioner to departments of the state and to its political subdivisions contain names of those who have violated overtime laws of the state on public works projects and to decrease the period of ineligibility from five to a maximum of three years, as determined by the commissioner; P.A. 97-263 incorporated changes to Sec. 31-53 by reference.  
Cited. 223 C. 573, 574, 577, 580-583, 587, 592, 593.

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**Sec. 31-54. Rate of wages for work on state highways.** The Labor Commissioner shall hold a hearing at any required time to determine the prevailing rate of wages upon any highway contract within any specified area on an hourly basis and the amount of payment or contributions paid or payable on behalf of each employee to any employee welfare fund, as defined in section 31-53, upon any classifications of skilled, semiskilled and ordinary labor. Said commissioner shall determine the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each employee to any employee welfare fund, as defined in section 31-53, in each locality where any highway or bridge is to be constructed, and the Commissioner of Transportation shall include such rate of wage on an hourly basis and the amount of payment or contributions paid or payable on behalf of each employee to any employee welfare fund, as defined in section 31-53, or in lieu thereof, in cash as part of wages each pay day, for each classification of labor in the proposal for the contract and in the contract. The rate and the amount so established shall, at all times, be considered as the minimum rate of wage on an hourly basis and the amount of payment or contributions to an employee welfare fund, or cash in lieu thereof, for the classification for which it was established. Any contractor who pays any person at a lower rate of wage on an hourly basis or the amount of payment or contributions paid or payable on behalf of each employee to any employee welfare fund, as defined in section 31-53, or where he is not obligated by any agreement to make payment or contributions to the employee welfare funds, as defined in section 31-53, and fails to pay the amount of such payment or contributions directly to the employee as a part of his wages each pay day, than that so established for the classifications of work specified in any such contract shall be fined not more than two hundred dollars for each offense. The provisions of this section shall apply only to state highways and bridges on state highways.  
(1949 Rev., S. 2206; March, 1950, S. 1194d; 1961, P.A. 486, S. 2; 1967, P.A. 494, S. 2; 1969, P.A. 768, S. 260; P.A. 97-263, S. 17.)

History: 1961 act added establishment of rate on hourly basis and provisions re employee welfare funds; 1967 act replaced references to Sec. 31-78 with references to Sec. 31-53; 1969 act replaced highway commissioner with commissioner of transportation; P.A. 97-263 increased amount of fine from one hundred to two hundred dollars. See Sec. 7-112 re applicability of this section to construction, remodeling, etc. of public buildings by political subdivisions of state.

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**Sec. 31-55. Posting of wage rates by contractors doing state work.** Every contractor or subcontractor performing work for the state subject to the provisions of section 31-53 or 31-54 shall post the prevailing wages as determined by the Labor Commissioner in prominent and easily accessible places at the site of work or at such place or places as are used to pay its employees their wages.

(1955, S. 3020d; P.A. 97-263, S. 16.)

History: P.A. 97-263 incorporated changes to Secs. 31-53 and 31-54 by reference.

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**Sec. 31-56. Hours of labor on state bridges.** Each contract entered into by the Commissioner of Transportation for the construction, alteration or repair of a state bridge shall contain a provision to the effect that no person shall be employed to work or be permitted to work more than forty-eight hours in any week on any work provided for in such contract. The operation of such limitation of hours of work may be suspended during an emergency, upon the approval of the Commissioner of Transportation.

(1949 Rev., S. 2208; 1963, P.A. 240, S. 2; 1969, P.A. 768, S. 261.)

History: 1963 act added reference to alteration of bridges; 1969 act replaced highway commissioner with commissioner of transportation.

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**Sec. 31-57. Hours of labor on construction, alteration or repair of public works project.** Each contract entered into by the Commissioner of Public Works for the construction, alteration or repair of any public works project shall contain a provision to the effect that no person shall be employed to work or be permitted to work more than eight hours in any day or more than forty hours in any week on any work provided for in such contract. The operation of such limitation of hours of work may be suspended during an emergency, upon the approval of the Commissioner of Public Works.

(1949 Rev., S. 7373; 1963, P.A. 240, S. 3; P.A. 77-614, S. 73, 610; P.A. 87-496, S. 98, 110.)

History: 1963 act substituted "public works project" for "public building" and added reference to alterations; P.A. 77-614 replaced public works commissioner with commissioner of administrative services; P.A. 87-496 replaced administrative services commissioner with public works commissioner.

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**Sec. 31-57a. Awarding of contracts to National Labor Relations Act violators prohibited.** The Labor Commissioner shall, not later than June thirtieth of each year, distribute a list to all departments of the state giving the names of persons or firms that have been found in violation of the National Labor Relations Act, 49 Stat. 449 (1935), 29 USC 151 et seq., by the National Labor Relations Board and by a final decision rendered by a federal court or that have been found in contempt of court by a final decision of a federal court for failure to correct a violation of said National Labor Relations Act, on three or more occasions involving different violations during the five preceding calendar years. Such list shall be compiled from the records of the National Labor Relations Board. No state contract shall be awarded to the persons or firms appearing on such list until three years have elapsed from the first day of July following publication of such list and, during such three-year period no state contract shall be awarded, to any subcontractor or supplier, for merchandise produced or services provided by such persons or firms. This section shall not prohibit any award of a state contract where such award is determined by the Labor Commissioner to be in the best interest of the state or where the Commissioner of Administrative Services certifies to the Labor Commissioner that there is only one source for the merchandise or services for which such contract is to be awarded.

(P.A. 79-390, S. 1, 2.)

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**Sec. 31-57b. Awarding of contracts to occupational safety and health law violators prohibited.** No contract shall be awarded by the state or any of its political subdivisions to any person or firm or any firm, corporation, partnership or association in which such persons or firms have an interest (1) which has been cited for three or more wilful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the bid, provided such violations were cited in accordance with the provisions

of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction or (2) which has received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid. Any person who knowingly provides false information concerning the information required pursuant to this section shall be assessed a civil penalty of not less than five hundred dollars nor more than five thousand dollars and shall be disqualified from bidding on or participating in a contract with the state or any of its political subdivisions for five years from the date of the final determination that the information is false. Any political subdivision or any state agency receiving false information pursuant to this section shall notify the Commissioner of Administrative Services and, upon receipt of such notice, the commissioner shall conduct a hearing in accordance with the provisions of chapter 54. Upon a determination that false information was provided, the commissioner shall impose a civil penalty in accordance with the provisions of this section. Such civil penalty shall be paid to the Treasurer or to an official of the political subdivision, as the case may be. Any civil penalty imposed pursuant to this section may be collected in a civil proceeding by any official of a political subdivision authorized to institute civil actions or, in the case of the state, by the attorney general, upon complaint of the Commissioner of Administrative Services. (P.A. 89-367, S. 6.)

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**Sec. 31-57c. Disqualification of certain contractors from bidding on, applying for or participating in public works contracts with the state: Disqualification by Commissioner of Public Works; procedure; causes. Exception permitting disqualified contractor to participate in contract or subcontract.** (a) As used in this section, the term "contractor" shall mean any person, firm or corporation which has contracted or seeks to contract with the state, or to participate in such a contract, in connection with any public works of the state or a political subdivision of the state. (b) Disqualification of a contractor is a serious action that shall be used only in the public interest and for the state government's protection and not for purposes of punishment or in lieu of other applicable enforcement or compliance procedures. The causes for and consequences of disqualification under this section shall be separate from and in addition to causes for and consequences of disqualification under sections 4b- 95, 31-53a, 31-57a and 31-57b. (c) The Commissioner of Public Works may disqualify any contractor, for up to two years, from bidding on, applying for, or participating as a subcontractor under, contracts with the state, acting through any of its departments, commissions or other agencies, except the Department of Administrative Services, the Department of Transportation and the constituent units of the state system of higher education, for one or more causes set forth under subsection (d) of this section. The commissioner may initiate a disqualification proceeding only after consulting with the contract awarding agency, if any, and the Attorney General and shall provide notice and an opportunity for a hearing to the contractor who is the subject of the proceeding. The hearing shall be conducted in accordance with the contested case procedures set forth in chapter 54. The commissioner shall issue a written decision within ninety days of the last date of such hearing and state in the decision the reasons for the action taken and, if the contractor is being disqualified, the period of such disqualification. The existence of a cause for disqualification shall not be the sole factor to be considered in determining whether the contractor shall be disqualified. In determining whether to disqualify a contractor, the commissioner shall consider the seriousness of the contractor's acts or omissions and any mitigating factors. The commissioner shall send the decision to the contractor by certified mail, return receipt requested. The written decision shall be a final decision for the purposes of sections 4-180 and 4-183. (d) Causes for disqualification from bidding on, or participating in, contracts shall include the following:

- (1) Conviction or entry of a plea of guilty or nolo contendere for or admission to commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
- (2) Conviction or entry of a plea of guilty or nolo contendere or admission to the violation of any state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a state contractor;
- (3) Conviction or entry of a plea of guilty or nolo contendere or admission to a violation of any state or federal antitrust, collusion or conspiracy law arising out of the submission of bids or proposals on a public or private contract or subcontract;
- (4) A wilful failure to perform in accordance with the terms of one or more public contracts, agreements or transactions;
- (5) A history of failure to perform or of unsatisfactory performance of one or more public contracts, agreements or transactions; or

(6) A wilful violation of a statutory or regulatory provision or requirement applicable to a public contract, agreement or transaction.

(e) For purposes of a disqualification proceeding under this section, conduct may be imputed as follows:

(1) The fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with a contractor may be imputed to the contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the contractor and the contractor knew of or had reason to know of such conduct. The term "other seriously improper conduct" shall not include advice from an attorney, accountant or other paid consultant if it was reasonable for the contractor to rely on such advice.

(2) The fraudulent, criminal or other seriously improper conduct of a contractor may be imputed to any officer, director, shareholder, partner, employee or other individual associated with the contractor who participated in, knew of or had reason to know of the contractor's conduct.

(3) The fraudulent, criminal or other seriously improper conduct of one contractor participating in a joint venture or similar arrangement may be imputed to other participating contractors if the conduct occurred for or on behalf of the joint venture or similar arrangement and these contractors knew of or had reason to know of such conduct.

(f) The commissioner may reduce the period or extent of disqualification, upon the contractor's request, supported by documentation, for the following reasons:

(1) Newly discovered material evidence;

(2) Reversal of the conviction upon which the disqualification was based;

(3) Bona fide change in ownership or management;

(4) Elimination of other causes for which the disqualification was imposed; or

(5) Other reasons the commissioner deems appropriate.

(g) The commissioner may grant an exception permitting a disqualified contractor to participate in a particular contract or subcontract upon a written determination by the head of the contract awarding agency that there is good cause, in the interest of the public, for such action.

(P.A. 93-220, S. 1, 3.)

History: P.A. 93-220 effective July 2, 1993; in 1997 references in Subsec. (e) and Subsec. (e)(2) to "imputed" were corrected editorially by the Revisors to "imputed".

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**Sec. 31-57d. Disqualification of certain contractors from bidding on, applying for or participating in public works contracts with the state: Disqualification by Commissioner of Transportation; procedure; causes. Exception permitting disqualified contractor to participate in contract or subcontract.**

(a) As used in this section, the term "contractor" shall mean any person, firm or corporation which has contracted or seeks to contract with the state, or to participate in such a contract, in connection with any public works of the state or a political subdivision of the state.

(b) Disqualification of a contractor is a serious action that shall be used only in the public interest and for the state government's protection and not for purposes of punishment or in lieu of other applicable enforcement or compliance procedures. The causes for and consequences of disqualification under this section shall be separate from and in addition to causes for and consequences of disqualification under sections 4b-95, 31-53a, 31-57a and 31-57b.

(c) The Commissioner of Transportation may disqualify any contractor, for up to two years, from bidding on, applying for, or participating as a subcontractor under, contracts with the state, acting through the Department of Transportation, for one or more causes set forth under subsection (d) of this section. The commissioner may initiate a disqualification proceeding only after consulting with the Attorney General and shall provide notice and an opportunity for a hearing to the contractor who is the subject of the proceeding. The hearing shall be conducted in accordance with the contested case procedures set forth in chapter 54. The commissioner shall issue a written decision within ninety days of the last date of such hearing and state in the decision the reasons for the action taken and, if the contractor is being disqualified, the period of such disqualification. The existence of a cause for disqualification does not require that the contractor be disqualified. In determining whether to disqualify a contractor, the commissioner shall consider the seriousness of the contractor's acts or omissions and any mitigating factors. The commissioner shall send the decision to the contractor by certified mail, return receipt requested. The written decision shall be a final decision for the purposes of sections 4-180 and 4-183.

(d) Causes for disqualification from bidding on, or participating in, contracts shall include the following:

(1) Conviction or entry of a plea of guilty or nolo contendere for or admission to commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such

contract or subcontract;

(2) Conviction or entry of a plea of guilty or nolo contendere or admission to the violation of any state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a state contractor;

(3) Conviction or entry of a plea of guilty or nolo contendere or admission to a violation of any state or federal antitrust, collusion or conspiracy law arising out of the submission of bids or proposals on a public or private contract or subcontract;

(4) A wilful failure to perform in accordance with the terms of one or more public contracts, agreements or transactions;

(5) A history of failure to perform or of unsatisfactory performance of one or more public contracts, agreements or transactions; or

(6) A wilful violation of a statutory or regulatory provision or requirement applicable to a public contract, agreement or transaction.

(e) For purposes of a disqualification proceeding under this section, conduct may be imputed as follows:

(1) The fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with a contractor may be imputed to the contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the contractor and the contractor knew of or had reason to know of such conduct. The term "other seriously improper conduct" shall not include advice from an attorney, accountant or other paid consultant if it was reasonable for the contractor to rely on such advice.

(2) The fraudulent, criminal or other seriously improper conduct of a contractor may be imputed to any officer, director, shareholder, partner, employee or other individual associated with the contractor who participated in, knew of or had reason to know of the contractor's conduct.

(3) The fraudulent, criminal or other seriously improper conduct of one contractor participating in a joint venture or similar arrangement may be imputed to other participating contractors if the conduct occurred for or on behalf of the joint venture or similar arrangement and these contractors knew of or had reason to know of such conduct.

(f) The commissioner may reduce the period or extent of disqualification, upon the contractor's request, supported by documentation, for the following reasons:

(1) Newly discovered material evidence;

(2) Reversal of the conviction upon which the disqualification was based;

(3) Bona fide change in ownership or management;

(4) Elimination of other causes for which the disqualification was imposed; or

(5) Other reasons the commissioner deems appropriate.

(g) The commissioner may grant an exception permitting a disqualified contractor to participate in a particular contract or subcontract upon a written determination that there is good cause, in the interest of the public, for such action.

(P.A. 93-220, S. 2, 3.)

History: P.A. 93-220 effective July 2, 1993.

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**Sec. 31-57e. Contracts between the state and federally recognized Indian tribes. Employment Rights Code; protection of persons employed by a tribe.** (a) As used in this section:

(1) "Commercial enterprise" means any form of commercial conduct or a particular commercial transaction or act, including the operation of a casino, which relates to or is connected with any profit-making pursuit;

(2) "Labor organization" means any organization which exists for the purpose, in whole or in part, of collective bargaining or of dealing with employers concerning grievances, terms or conditions of employment, or of other mutual aid or protection in connection with employment;

(3) "Tribe" means any federally recognized Indian tribe which is subject to the Indian Gaming Regulatory Act, P.L. 100-497, 25 USC 2701 et seq.

(b) The state shall not provide any funds or services which directly or indirectly assist any tribe engaged in a commercial enterprise until the tribe adopts an Employment Rights Code established pursuant to subsection (e) of this section, unless such funds or services are (1) required by federal or state law, (2) were agreed to in writing prior to July 1, 1993, or (3) are provided to a project which is covered by federal or state employment regulations or employment rights laws. This subsection shall not be construed to prohibit the state from enforcing any civil or criminal law, or any gaming regulation at a commercial enterprise owned or operated by a tribe, or to require the state to enforce a violation of any criminal law which would not be a violation if it occurred outside tribal land. The Governor, upon consulting with the leaders of the



General Assembly, may waive the restrictions set forth in this subsection in the event of a declared emergency.

(c) The state shall oppose any application by a tribe, pursuant to 25 CFR chapter 151, to convert any parcel of fee interest land to federal trust status. The conversion shall be deemed contrary to the interest of the state and its residents.

(d) The Governor shall include in each future proposal by the state in negotiations conducted pursuant to the Indian Gaming Regulatory Act, a provision requiring the adoption of an Employment Rights Code established pursuant to subsection (e) of this section. The Governor shall employ his best efforts to ensure that any final agreement, compact or contract established under the Indian Gaming Regulatory Act includes an Employment Rights Code in accordance with subsection (e) of this section.

(e) The Employment Rights Code referred to under this section shall include the following provisions:

(1) A commercial enterprise subject to tribal jurisdiction shall not, except in the case of a bona fide occupational qualification or need, refuse to hire or employ or bar or discharge from employment any individual or discriminate against him in compensation or in terms, conditions or privileges of employment because of the individual's race, color, religious creed, sex, marital status, national origin, ancestry, age, present or past history of mental disorder, mental retardation, sexual orientation, learning or physical disability, political activity, union activity or the exercise of rights protected by the United States Constitution. This subdivision shall not be construed to restrict the right of a tribe to give preference in hiring to members of the tribe.

(2) A commercial enterprise subject to tribal jurisdiction shall not deny any individual, including a representative of a labor organization, seeking to ensure compliance with this section, access to employees of the tribe's commercial enterprise during nonwork time in nonwork areas. The tribe shall not permit any supervisor, manager or other agent of the tribe to restrict or otherwise interfere with such access.

(3) When a labor organization claims that it has been designated or selected for the purposes of collective bargaining by the majority of the employees in a unit appropriate for such purposes, the labor organization may apply to an arbitrator to verify the claim pursuant to subdivision (4) of this subsection. If the arbitrator verifies that the labor organization has been designated or selected as the bargaining representative by a majority of the employees in an appropriate unit, the tribe shall, upon request, recognize the labor organization as the exclusive bargaining agent and bargain in good faith with the labor organization in an effort to reach a collective bargaining agreement. However, the arbitrator shall disallow any claim by a labor organization which is dominated or controlled by the tribe.

(4) (A) Any individual or organization claiming to be injured by a violation of any provision of this subsection shall have the right to seek binding arbitration under the rules of the American Arbitration Association. Such individual or organization shall file a demand for arbitration with the tribe not later than one hundred eighty days after the employee or labor organization knows or should know of the tribe's violation of any provision of this subsection. The demand shall state, in plain language, the facts giving rise to the demand.

(B) The demand for arbitration shall also be served upon the Connecticut office of the American Arbitration Association. Absent settlement, a hearing shall be held in accordance with the rules and procedures of the American Arbitration Association. The costs and fees of the arbitrator shall be shared equally by the tribe and the labor organization.

(C) The decision of the arbitrator shall be final and binding on both parties and shall be subject to judicial review and enforcement against all parties in the manner prescribed by chapter 909.

(5) A tribe shall not retaliate against any individual who exercises any right under the Employment Rights Code. Any individual or organization claiming to be injured by a violation of the provisions of this section shall have the right to seek binding arbitration pursuant to subdivision (4) of this subsection.

(f) Notwithstanding the provisions of this section, the Governor may negotiate an agreement with a tribe which establishes rights for employees of commercial enterprises subject to tribal jurisdiction in addition to those provided under the Employment Rights Code established under subsection (e) of this section.

(P.A. 93-365, S. 1-6.)

History: P.A. 93-365 effective July 1, 1993.

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**Sec. 31-57f. Standard wage rate for certain service workers. Definitions. Standard rate required. Civil penalty. Complaints. Determination of standard rate by Labor Commissioner. Effect on employers bound by collective bargaining agreements. Recordkeeping requirement. Penalty for filing false certified payroll. Exemptions. Regulations.** (a) As used in this section: (1) "Required employer" means any provider of food, building, property or equipment services or maintenance listed in this subdivision whose rate of reimbursement or compensation is determined by contract or agreement with the state or any state agent: (A) Building, property or equipment service companies; (B)

management companies providing property management services; and (C) companies providing food preparation or service, or both; (2) "state agent" means any state official, state employee or other person authorized to enter into a contract or agreement on behalf of the state; (3) "person" means one or more individuals, partnerships, associations, corporations, business trusts, legal representatives or organized groups of persons; and (4) "building, property or equipment service" means any janitorial, cleaning, maintenance or related service.

(b) On and after July 1, 2000, the wages paid on an hourly basis to any employee of a required employer in the provision of food, building, property or equipment services provided to the state pursuant to a contract or agreement with the state or any state agent, shall be at a rate not less than the standard rate determined by the Labor Commissioner pursuant to subsection (g) of this section.

(c) Any required employer or agent of such employer that violates subsection (b) of this section shall pay a civil penalty in an amount not less than two thousand five hundred dollars but not more than five thousand dollars for each offense. The contracting department of the state that has imposed such civil penalty on the required employer or agent of such employer shall, within two days after taking such action, notify the Labor Commissioner, in writing, of the name of the employer or agent involved, the violations involved and steps taken to collect the fine.

(d) The Labor Commissioner may make complaint to the proper prosecuting authorities for the violation of any provision of subsection (b) of this section.

(e) For the purpose of predetermining the standard rate of covered wages on an hourly basis, the Labor Commissioner shall establish classifications for all hourly nonsupervisory employees based on the applicable occupation codes and titles set forth in the federal Register of Wage Determinations under the Service Contract Act of 1965, 41 USC 351, et seq. The Labor Commissioner shall then determine the standard rate of wages for each classification of hourly nonsupervisory employees which shall be equivalent to the minimum hourly wages set forth in the federal Register of Wage Determinations under the Service Contract Act, plus a thirty per cent surcharge to cover the cost of any health, welfare and retirement plans or, if no such plan is in effect between the employees and the employer, an amount equal to thirty per cent of the hourly wage which shall be paid directly to the employees.

(f) Required employers with employees covered by collective bargaining agreements which call for wages and benefits that are reasonably related to the standard rate shall not be economically disadvantaged in the bidding process, provided the collective bargaining agreement was arrived at through arms-length negotiations.

(g) The Labor Commissioner shall, in accordance with subsection (e) of this section, determine the standard rate of wages for each classification on an hourly basis where any covered services are to be provided, and the state agent empowered to let such contract shall contact the Labor Commissioner at least ten days prior to the date such contract will be advertised for bid, to ascertain the standard rate of wages and shall include the standard rate of wages on an hourly basis for all classifications of employment in the proposal for the contract. The standard rate of wages on an hourly basis shall, at all times, be considered the minimum rate for the classification for which it was established.

(h) Each required employer subject to the provisions of this section shall (1) keep, maintain and preserve such records relating to the wages and hours worked by each employee and a schedule of the occupation or work classification at which each person is employed during each work day and week in such manner and form as the Labor Commissioner establishes to assure the proper payments due to such employees, and (2) upon written request, submit to the contracting state agent a certified payroll which shall consist of a complete copy of such records accompanied by a statement signed by the employer which indicates that (A) such records are correct, (B) the rate of wages paid to each employee is not less than the standard rate of wages required by this section, (C) such employer has complied with the provisions of this section, and (D) such employer is aware that filing a certified payroll which it knows to be false is a class D felony for which such employer may be fined not more than five thousand dollars or imprisoned not more than five years, or both. Notwithstanding the provisions of section 1-210, the certified payroll shall be considered a public record and every person shall have the right to inspect and copy such record in accordance with the provisions of section 1-212. The provisions of subsections (a) and (b) of section 31-59, section 31-66 and section 31-69 which are not inconsistent with the provisions of this section shall apply. Any person who files a false certified payroll in violation of subdivision (2) of this subsection shall be guilty of a class D felony for which such person may be fined not more than five thousand dollars or imprisoned not more than five years, or both.

(i) This section shall not apply to contracts, agreements or grants which do not exceed forty-nine thousand nine hundred ninety-nine dollars per annum.

(j) On receipt of a complaint for nonpayment of the standard rate of wages, the Labor Commissioner, the Director of Wage and Workplace Standards and wage enforcement agents of the Labor Department shall have power to enter, during usual business hours, the place of business or employment of any employer to determine compliance with this section, and for such purpose may examine payroll and other records and interview employees, call hearings, administer oaths, take



testimony under oath and take depositions in the manner provided by sections 52-148a to 52-148e, inclusive. The commissioner or the director, for such purpose, may issue subpoenas for the attendance of witnesses and the production of books and records. Any required employer, an officer or agent of such employer, or the officer or agent of any corporation, firm or partnership who wilfully fails to furnish time and wage records as required by law to the commissioner, the director or any wage enforcement agent upon request or who refuses to admit the commissioner, the director or such agent to a place of employment or who hinders or delays the commissioner, the director or such agent in the performance of any duties in the enforcement of this section shall be fined not less than twenty-five dollars nor more than one hundred dollars, and each day of such failure to furnish time and wage records to the commissioner, the director or such agent shall constitute a separate offense, and each day of refusal of admittance, of hindering or of delaying the commissioner, the director or such agent shall constitute a separate offense.

(k) Notwithstanding subsection (i) of this section, any employer that pays the state for a franchise to provide food preparation or service, or both, for the state shall be required to certify that the wages and benefits paid to its employees are not less than the standard rate established pursuant to this section.

(l) The Labor Commissioner may adopt regulations, in accordance with chapter 54, to carry out the provisions of this section.

(m) The provisions of this section and any regulation adopted pursuant to subsection (l) of this section shall not apply to any contract or agreement entered into before July 1, 2000.

(P.A. 99-142, S. 1, 2.)

History: P.A. 99-142 effective July 1, 1999.

[\(Return to TOC\)](#) [\(Return to Chapters\)](#) [\(Return to Titles\)](#)



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

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

Please specify the type of benefits provided:

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

**CERTIFIED STATEMENT OF COMPLIANCE**

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

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

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

**Section A:**

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

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

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

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

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

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

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

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

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

**PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS**  
**WEEKLY PAYROLL**

Week-Ending Date: \_\_\_\_\_  
Contractor or Subcontractor Business Name: \_\_\_\_\_

PERSON/WORKER ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE							Total Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS			GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY			
				S	M	T	W	TH	F	S					FEDERAL	STATE	OTHER					
				HOURS WORKED EACH DAY							TOTAL FRINGE BENEFIT PLAN CASH											
												\$	1. \$									
												\$	2. \$									
												\$	3. \$									
												\$	4. \$									
												\$	5. \$									
												\$	6. \$									
												\$	1. \$									
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												\$	1. \$									
												\$	2. \$									
												\$	3. \$									
												\$	4. \$									
												\$	5. \$									
												\$	6. \$									

7/13/2009  
WWS-CP2

\*IF REQUIRED

NOTICE: THIS PAGE MUST BE ACCOMPANIED BY A COVER PAGE (FORM # WWS-CP1)  
PAGE NUMBER \_\_\_\_\_ OF \_\_\_\_\_

[New] In accordance with Section 31-53b(6) of the C.G.S., each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

WEEKLY PAYROLL

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

Connecticut Department of Labor  
Wage and Workplace Standards Division  
200 Faby Brook Blvd.  
Waterfield, CT 06410

CONTRACTOR NAME AND ADDRESS:  
Landen Corporation, 15 Connecticut Avenue, Northford, CT 06472

SUBCONTRACTOR NAME & ADDRESS  
XYZ Corporation  
2 Main Street  
Yanik, CT 06389

WORKERS COMPENSATION INSURANCE CARRIER  
Travelers Insurance Company  
POLICY # #BAC9898928  
EFFECTIVE DATE: 1/1/09  
EXPIRATION DATE: 12/31/09

PAYROLL NUMBER 1      Week-Ending Date 9/26/09      PROJECT NAME & ADDRESS DOT 105-296, Route 82

PERSON/WORKER ADDRESS AND SECTION	APPR./PALE/ RATE 1/2 AND RACE*	WORK CLASSIFICATION Trade License Type & Number - OSHA # in Certification Number	DAY AND DATE							Total Hours	BASE HOURLY RATE	TOTAL FRINGE BENEFIT PLAN CASH	TYPE OF FRINGE BENEFITS Per Hour (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS FEDERAL STATE LIST OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
			S	M	T	W	TH	F	S								
Robert Carr 81 Maple Street Williamson, CT 06226	M/C	Electrical Lineman E-1 1234567 Owner OSHA 123456			8					8	\$ 30.75	1. \$ 6.80	1. S	\$1,582.80	P-2000	\$1,582.80	#123 \$200.00
Ronald Jones 212 Elm Street Norwich, CT 06360	65%	Electrical Apprentice OSHA 234567			8					8	\$ 19.59	2. \$ 2.01 3. \$ 2.01 4. \$ 2.01 5. \$ 2.01 6. \$ 2.01	2. S 3. S 4. S 5. S 6. S	\$1,464.80	G-3000	\$1,464.80	#124 \$200.00
Franklin T. Smith 234 Washington Rd. New London, CT 06320 SECTION B	M/H	Project Manager			8					8	\$ 18.83	1. \$ 6.80 2. \$ 6.80 3. \$ 6.80 4. \$ 6.80 5. \$ 6.80 6. \$ 6.80	1. S 2. S 3. S 4. S 5. S 6. S	\$1,500.00	M-2000	\$1,500.00	#125 \$200.00

7/13/2009 \*IF REQUIRED SEE REVERSE SIDE PAGE NUMBER 1 OF 2

OSHA 10 - ATTACH CARD TO 1ST CERTIFIED PAYROLL

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

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

Please specify the type of benefits provided:

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

**CERTIFIED STATEMENT OF COMPLIANCE**

For the week ending date of 9/26/09

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

**Section A:**

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

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

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

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

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

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

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

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

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

## **Information Bulletin** ***Occupational Classifications***

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

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

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

- **ASBESTOS WORKERS**

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

- **ASBESTOS INSULATOR**

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

- **BOILERMAKERS**

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

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

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

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

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

- **CLEANING LABORER**

- The clean up of any construction debris and the general cleaning, including sweeping, wash down, mopping, wiping of the construction facility, washing, polishing, dusting, etc., prior to the issuance of a certificate of occupancy falls under the *Labor classification*.

- **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.
- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer/tradesman and not a delivery personnel.

- **ELECTRICIANS**

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



- **ELEVATOR CONSTRUCTORS**

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

- **FORK LIFT OPERATOR**

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

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

- **GLAZIERS**

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

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce. Insulated metal and insulated composite panels are still installed by the Ironworker.

- **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings. Past practice using the applicable licensed trades, Plumber, Sheet Metal, Sprinkler Fitter, and Electrician, is not inconsistent with the Insulator classification and would be permitted.

- **LABORERS**

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

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

- **PAINTERS**

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

- **LEAD PAINT REMOVAL**

- Painter's Rate

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

- Labore'sr Rate

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

- **PLUMBERS AND PIPEFITTERS**

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

- **POWER EQUIPMENT OPERATORS**

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

- **ROOFERS**

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

- **SHEETMETAL WORKERS**

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

- **SPRINKLER FITTERS**

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

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

- **TILE MARBLE AND TERRAZZO FINISHERS**

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

- **TRUCK DRIVERS**

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

***For example:***

Truck Drivers delivering asphalt are covered under prevailing wage while on the site and directly involved in the paving operation.

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

➤ *Any questions regarding the proper classification should be directed to:*

*Public Contract Compliance Unit  
Wage and Workplace Standards Division  
Connecticut Department of Labor  
200 Folly Brook Blvd, Wethersfield, CT 06109  
(860) 263-6543*

Connecticut Department of Labor  
Wage and Workplace Standards Division  
FOOTNOTES

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

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

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

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

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

**Bricklayer (Residential- Fairfield County)**

- a. Paid Holiday: If an employee works on Christmas Eve until noon he shall be paid for 8 hours.

**Electricians**

Fairfield County: West of the Five Mile River in Norwalk

- a. \$2.00 per hour not to exceed \$14.00 per day.

**Elevator Constructors: Mechanics**

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

**Glaziers**

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

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

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

**Ironworkers**

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

**Laborers (Tunnel Construction)**

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

**Roofers**

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

**Sprinkler Fitters**

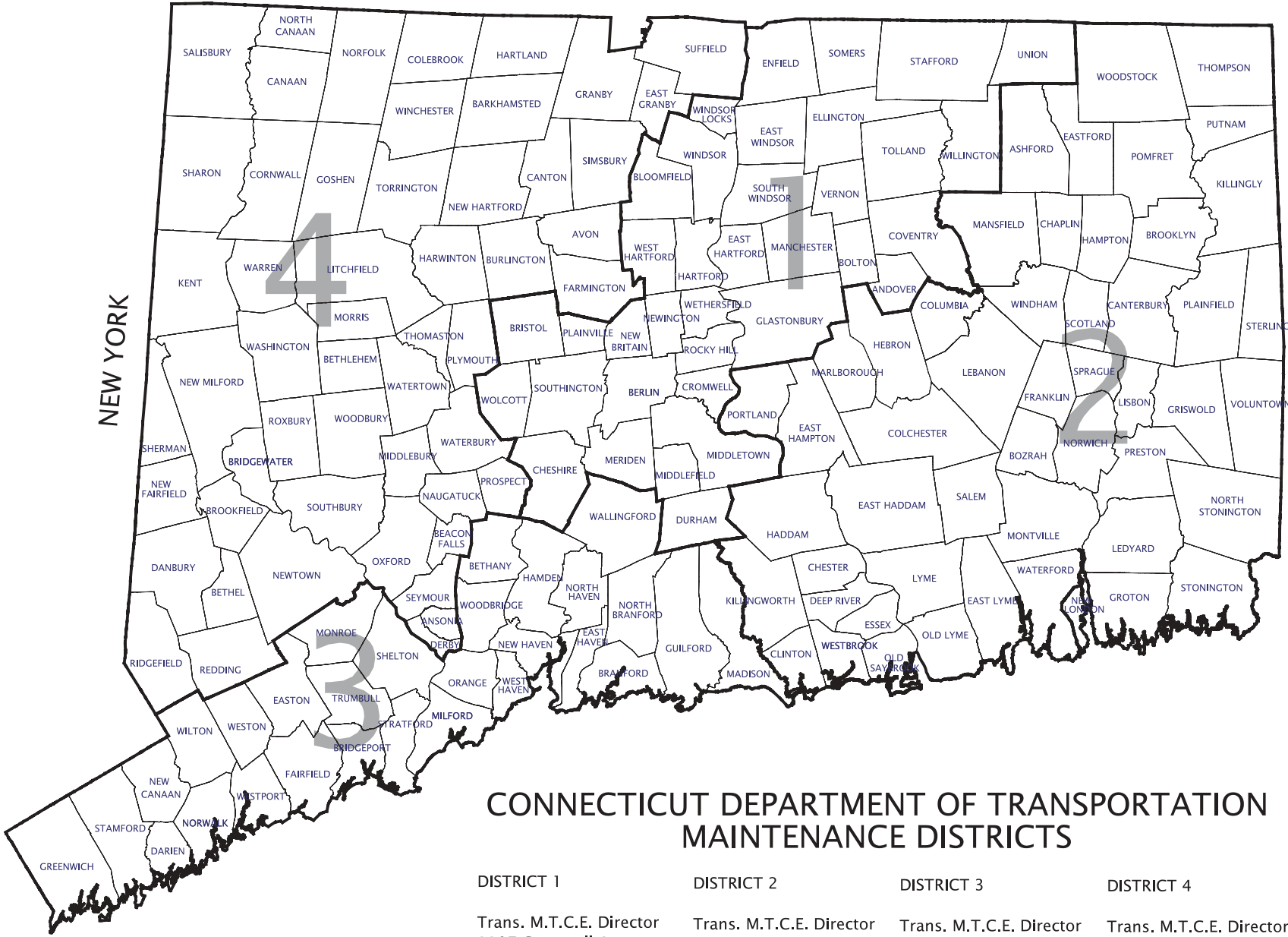
- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

**Truck Drivers**

(Heavy and Highway Construction & Building Construction)

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

# MASSACHUSETTS



## CONNECTICUT DEPARTMENT OF TRANSPORTATION MAINTENANCE DISTRICTS

DISTRICT 1	DISTRICT 2	DISTRICT 3	DISTRICT 4
Trans. M.T.C.E. Director 1107 Cromwell Ave. Rocky Hill, CT 06360 (860) 258-4501	Trans. M.T.C.E. Director 171 Salem Tpk. Norwich, CT 06360 (860) 823-3222	Trans. M.T.C.E. Director 140 Pond Lily New Haven, CT 06515 (203) 389-3020	Trans. M.T.C.E. Director 359 Main St. Thomaston, CT 06787 (860) 585-2796

Revised Date 10/01

CONTRACT AWARD NUMBER # \_\_\_\_\_ CONTRACT PERIOD \_\_\_\_\_ THROUGH \_\_\_\_\_  
 CONTRACT NAME \_\_\_\_\_ AND AS EXTENDED \_\_\_\_\_

**CON-32A REV. 11/07  
 STATE OF CONNECTICUT  
 DEPARTMENT OF TRANSPORTATION  
 CERTIFICATE OF INSURANCE**

This is to certify that the Insurance Company named herein has issued to the named insured the policies listed below, that these policies are written in accordance with the Insurance Company's standard policies and endorsements, except as indicated below or as noted in the attachments hereto, which policies and endorsements will be made available to the Department of Transportation upon request, that they provide coverages and limits of liability shown with respect to the hazards indicated, that they are in force on this date, and that this certificate is furnished in accordance with and for the purpose of satisfying the requirements of the Department of Transportation in connection with the award and the performance of any contract or agreement, or the issuance of any permit or authorization by the Transportation Commissioner or duly authorized agent.

The Insurance Company has a right and duty to defend the insured against any suit seeking damages (or under Workers' Compensation benefits) to which the referenced insurance policy applies and may investigate and settle any claim or suit as they deem appropriate. The Insurance Company's duty to defend or settle any claim or suit ends when the applicable limit of liability has been exhausted in the payment of judgments or settlements.

NAME OF INSURED \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_

HAZARDS	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	COVERAGES AND LIMITS OF LIABILITY BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY	
				ALL PERSON/ALL DAMAGES EACH ACCIDENT or OCCURRENCE	AGGREGATE
<b>A</b> OWNER'S AND CONTRACTORS PROTECTIVE LIABILITY FOR AND IN THE NAME OF THE STATE OF CONN. SEE(1), (2) BELOW					
<b>B</b> * COMMERCIAL GENERAL LIABILITY SEE (1) BELOW					
<b>C</b> *AUTOMOBILE LIABILITY OWNED, HIRED AND NON. OWNED AUTOMOBILES SEE (1) BELOW					
<b>D</b> ** WORKERS' COMPENSATION				STATUTORY COVERAGES AND LIMITS	
<b>E</b> * RAILROAD PROTECTIVE LIABILITY SEE (1), (2) BELOW					
<b>F</b> * EXCESS UMBRELLA LIABILITY SEE (1) BELOW					
<b>G</b> *SEE (1) BELOW					

If excess/umbrella liability insurance is needed to meet the minimum requirements, complete section F above.

\* State of Connecticut must be named as additional insured for lines B,C,E,F,(G if specified)

\*\* COMPENSATION COMMISSIONER'S CERTIFICATE SHALL BE SUPPLIED HEREWITH BY SELF-INSURED PARTY.

CHECK \_\_\_\_\_ This Certificate is issued in accordance with the terms of:

Construction Contracts  Project No.  Service Work (By Purchase Order)  Other Specify & Including all operations incidental thereto

(1) It is agreed that the herein named Insurance Company will not use the defense of sovereign immunity in the adjustment of claims or in the defense of any suit brought against the State, unless requested to do so in writing by the State.

(2) It is agreed that the Insurance Company will bill premiums and audit charges earned under the protective liability policy(ies) to the above named insured; however, if named insured is different from the vendor or contractor of record, the vendor or contractor of record will be billed.

PARTY FOR NOTICE: BUREAU: FINANCE AND ADMINISTRATION TITLE: DIV. OF PURCHASING AND MATERIALS MANAGEMENT

IN THE EVENT OF ANY REDUCTION IN LIMITS, CANCELLATION OF OR FAILURE TO RENEW ANY ONE OR MORE OF SAID POLICIES THE \_\_\_\_\_ SHALL GIVE NOT LESS  
 (INSURANCE COMPANY)  
 THAN THIRTY DAYS WRITTEN NOTICE TO THE PARTY FOR NOTICE TO WHOM THIS CERTIFICATE IS ISSUED OF SUCH REDUCTION IN LIMITS, CANCELLATION, OR FAILURE TO RENEW.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ \_\_\_\_\_  
 \_\_\_\_\_  
 (Insurance Company)

ISSUED TO: DEPARTMENT OF TRANSPORTATION  
 PURCHASING DIVISION  
 PO BOX 317546 2800 BERLIN TPKE.  
 NEWINGTON, CT 06131-7546

\_\_\_\_\_  
 (Address)  
 \_\_\_\_\_  
 (Agency)  
 \_\_\_\_\_  
 (Address)  
 \_\_\_\_\_  
 (Authorized Agent's Name & Signature)

IS YOUR INSURANCE COMPANY APPROVED TO WRITE THE ABOVE LINES OF INSURANCE IN THE STATE OF CONNECTICUT?  
 \_\_\_\_\_ YES \_\_\_\_\_ NO

IF ANSWER IS NO, PLEASE NOTE THE STATE IN WHICH YOU ARE LICENSED AND ARE WRITING THESE LINES: \_\_\_\_\_



BOND NO.	CLA-2B REV. 3/97 STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION PAYMENT BOND	PROJECT OR CONTRACT
----------	--	---------------------

KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_, of \_\_\_\_\_ State of \_\_\_\_\_, (hereinafter called the Principal) as Principal, and \_\_\_\_\_, a corporation duly established under the laws of the State of \_\_\_\_\_ and duly authorized to transact a surety business in the State of Connecticut, (hereinafter called the Surety) as Surety, are firmly bound and held unto the State of Connecticut as Obligees, in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_)

for the payment whereof said Principal binds itself, its successors and assigns, himself, his heirs, executors, administrators and assigns, and said Surety binds itself, its successors and assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that WHEREAS said Principal has entered or intends to enter into a written contract with the Transportation Commissioner or his authorized agent acting as agent for the State of Connecticut for the construction of \_\_\_\_\_

which contract, together with all plans and specifications therefore, is hereby referred to, incorporated in, and made a part of this bond as though herein fully set forth.

NOW, THEREFORE, if said Principal shall make payment for all materials and labor used or employed in the performance of such contract, to the extent, and in the manner required by the contract or by the General Statutes of Connecticut, as revised, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

Signed, sealed and executed at \_\_\_\_\_ Connecticut, this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

Signed, sealed and delivered in the presence of:

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

Signed, sealed and executed at \_\_\_\_\_ Connecticut, this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

Signed, sealed and delivered in the presence of:

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

If this bond has been executed by more than one surety, said sureties are co-sureties on this bond, and are jointly and severally liable for the full amount of this bond.

	DATE BOND EXECUTED (Must be same or later than date of contract) _____																				
Principal (legal name and business address)	Type of Organization ("X" one)																				
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;"><input type="checkbox"/> Individual</td> <td style="width:50%;"><input type="checkbox"/> Partnership</td> </tr> <tr> <td><input type="checkbox"/> Joint Venture</td> <td><input type="checkbox"/> Corporation</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Other (identify): _____</td> </tr> <tr> <td colspan="2">State of Incorporation: _____</td> </tr> </table>	<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Corporation	<input type="checkbox"/> Other (identify): _____		State of Incorporation: _____													
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<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="4">PENAL SUM OF BOND</td> </tr> <tr> <td style="width:25%;">Million(s)</td> <td style="width:25%;">Thousand(s)</td> <td style="width:25%;">Hundred(s)</td> <td style="width:25%;">Cents</td> </tr> <tr> <td colspan="4">_____</td> </tr> <tr> <td colspan="2">Contract Date</td> <td colspan="2">Contract No.</td> </tr> <tr> <td colspan="2">Option Date</td> <td colspan="2">Option No.</td> </tr> </table>		PENAL SUM OF BOND				Million(s)	Thousand(s)	Hundred(s)	Cents	_____				Contract Date		Contract No.		Option Date		Option No.	
PENAL SUM OF BOND																					
Million(s)	Thousand(s)	Hundred(s)	Cents																		
_____																					
Contract Date		Contract No.																			
Option Date		Option No.																			
Surety (name and business address)																					

**OBLIGATION:**

We, the Principal and Surety, are firmly bound to the State of Connecticut (hereinafter called the State) in the above penal sum. For payment to the State of amounts up to the penal sum, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum. If no penal sum is stated it shall be the amount of the contract.

**CONDITIONS:**

The principal has entered into the contract identified above. PARTY FOR NOTICE: ConnDOT, Purchasing Div. P.O. Box 317548, 2800 Berlin Turnpike, Newington, CT 06131-7546

**THEREFORE:**

The above obligation is void if the Principal: (1) Performs and fulfills all he undertakings, covenants, terms, conditions and agreements of the contract during either the base term or an optional term of the contract noted above, during any extensions thereof that are granted by the State with or without notice to the Surety, and during the life of any guaranty required under the contract; and (2) Performs and fulfills all undertakings, covenants, terms, conditions, and agreements of any and all duly-authorized modifications of the contract that are made hereafter. Notice to the Surety of such modifications is waived.

The guaranty for a base term covers the initial period of performance of the contract and any extensions thereof, excluding any options. The guaranty for an option term covers the period of performance for the option being exercised and any extensions thereof.

The failure of a Surety to renew a bond for the extension of any option term shall not result in a default of any bond previously furnished covering any base or option term.

**WITNESS:**

Two witnesses for each of the Principal and Surety shall indicate by their signatures below that the signatories for the Principal and Surety executed this bond with proper authority on the date(s) indicated.

**PRINCIPAL**

SIGNATURE:		seal	Witness (signature):	SEAL
			Witness (typed name):	
NAME & TITLE OF SIGNATORY (typed):			Witness (signature):	
DATE:			Witness (typed name):	

**CORPORATE SURETY**

<b>S U R E T Y</b>	NAME & ADDRESS:	STATE OF INC.	LIABILITY LIMIT \$	CORPORATE SEAL
	SIGNATURE:	Witness (signature):		
		Witness (typed name):		
	NAME & TITLE OF SIGNATORY (typed) :	Witness (signature):		
	DATE:	Witness (typed name):		

<b>BOND PREMIUM: RATE PER THOUSAND: \$</b>	<b>TOTAL: \$</b>
<b>INSTRUCTIONS:</b>	
1. This form is authorized for use in connection with State contract. Any alteration of this form will result in the bond's rejection as non-responsive.	
2. Insert full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g. an attorney-in fact) must furnish evidence of authority to do so if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.	
3. Type the name and title of each person signing this bond in the spaces provided.	
4. Corporations executing this bond shall affix their corporate seals hereto.	
5. (a) The Surety issuing this bond must be licensed as a corporate Surety by the Insurance Commissioner of the State of Connecticut and must hold a Certificate of Authority as a Surety acceptable to the Federal Department of Treasury. (b) Any corporation executing the bond must appear on the Department of the Treasury's list of approved Sureties and must act only within the underwriting limitation listed therein. (c) The State may require the Surety to furnish additional substantiating information concerning its financial capability.	
6. Unless otherwise specified, the bond shall be submitted to the Connecticut Department of Transportation, Division of Purchasing & Materials Management	





PRICE SCHEDULE  
SP-16 REV. 05/08  
Prev NEW 5/07

**STATE OF CONNECTICUT  
PROCUREMENT DIVISION  
EXHIBIT B**

BID NO.: 10PSX0309

Janet DelGreco Olson

Contract Specialist

(860) 713 -5079

Telephone Number

**PRICE SCHEDULE  
for Bid #10PSX0309**

TERMS:

CASH DISCOUNT:

% Days

BIDDER NAME:

Page 1 OF 2

**PRICING FOR PURCHASE ORDERS OVER \$100,000.00,  
REQUIRING THE PAYMENT OF PREVAILING WAGES**

**FURNISHING & APPLYING ULTRA THIN HOT MIX ASPHALT MATERIALS**

PRICES ARE REQUESTED FOR THE FOLLOWING WORK PERIODS & TRAFFIC CONTROL:

NIGHT HOURS - ADDITIONAL	\$ _____	PER TON
SATURDAY - ADDITIONAL	\$ _____	PER TON
SUNDAY - ADDITIONAL	\$ _____	PER TON

CONTRACTOR FURNISHED TRAFFIC CONTROL

EXPRESSWAYS - TRAFFIC CONTROL PATTERNS ONLY	\$ _____	PER TON
TWO - LANE HIGHWAYS	\$ _____	PER TON

MILLING MACHINE	\$ _____	PER HOUR
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APPLICABLE FOR THE FOLLOWING TOWNS: (PLEASE SPECIFY):

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PRICE SCHEDULE  
 SP-16 REV. 05/08  
 Prev NEW 5/07

**STATE OF CONNECTICUT  
 PROCUREMENT DIVISION  
 EXHIBIT B**

**BID NO.: 10PSX0309**

**Janet DelGreco Olson**  
*Contract Specialist*  
**(860) 713 -5079**  
*Telephone Number*

**PRICE SCHEDULE  
 for Bid #10PSX0309**

TERMS:  
  
 CASH DISCOUNT:  
                   %           Days

**Page    2           OF    2**

BIDDER NAME:

**PRICING FOR PURCHASE ORDERS OVER \$100,000.00,  
 REQUIRING THE PAYMENT OF PREVAILING WAGES**

**FURNISHING & APPLYING ULTRA THIN HOT MIX ASPHALT MATERIALS**

BIDDER SHALL SPECIFY PLANT(S) FROM WHICH SHIPMENTS ARE TO BE MADE. THE STATE OF CONNECTICUT WILL ARRANGE FOR PROPER INSPECTION AT ONLY THE PLANTS LISTED AND WILL NOT ACCEPT MATERIAL FROM ANY OTHER PLANT. FAILURE TO LIST ACTUAL SUPPLIERS WILL BE CAUSE FOR REJECTION OF BID.

	NAME OF SUPPLIER	PLANT LOCATION STREET AND LOCATION	TELEPHONE NUMBER CONTACT PERSON
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____
11.	_____	_____	_____
12.	_____	_____	_____
13.	_____	_____	_____

TOTAL QUANTITY AVAILABLE PER DAY: \_\_\_\_\_

EXEMPTION: WHEN THE CONTRACTOR IS UNABLE TO OBTAIN MATERIALS FROM PLANTS IT HAS SPECIFIED ABOVE DUE TO FEDERAL REGULATIONS, STRIKES OR OTHER CONDITIONS, OVER WHICH, IN THE OPINION OF THE STATE, THE CONTRACTOR HAS NO CONTROL, THE STATE WILL ALLOW THE CONTRACTOR TO ARRANGE FOR SHIPMENTS FROM OTHER APPROVED PLANTS PROVIDING SUCH NOTIFICATION IS SUBMITTED IN WRITING TO THE STATE FOR THEIR APPROVAL.

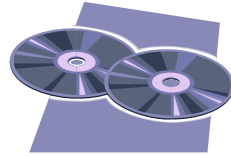


EXHIBIT B INSTRUCTIONS  
EXCEL SPREADSHEET  
BID #10PSX0309

- ✓ Enter your pricing onto the Excel spreadsheet (Exhibit B) found on the DAS website marked “Exhibit B Spreadsheet”.
- ✓ Only bid on those towns and cities you wish to bid on. An empty space will be taken as a NO BID.
- ✓ When completed, print out the worksheet with the entered prices and submit this original with your bid. This printed worksheet will be your submittal for requirement of this bid. Failure to do so may result in rejection of your bid.
- ✓ In addition, you must provide a copy of the completed Excel Spreadsheet (Exhibit B) on a CD or disc. Do not change the format of the file. The Excel spreadsheet must be identical to the file submitted on CD or Disc. Indicate your company’s name and bid number on CD or Disc.
- ✓ Any questions please contact Contract Specialist Janet DelGreco Olson at 860 713-5079 or [janet.delgreco@ct.gov](mailto:janet.delgreco@ct.gov)

Do not return with bid

**EXHIBIT C**

SEEC FORM 11

**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, <http://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

**Do not return with bid**



## Contract # 10PSX0309

Bid Contract – Exhibit C – SEEC Form 11 - NEW 1/09

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.

**Do not return with bid**