

CONTRACT FORMS,
BID DOCUMENTS,
&
PROJECT SPECIFICATIONS

FOR

**PROPOSED TIDE GATE AND OUTLET STRUCTURE IMPROVEMENTS
GREAT CREEK OUTLET STRUCTURE**

**SILVER SANDS STATE PARK
MILFORD, CONNECTICUT**

Project Number WR-SR-08401589SJ-2014-01

ROBERT KLEE
COMMISSIONER
STATE OF CONNECTICUT
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION
BUREAU OF WATER PROTECTION AND LAND REUSE
INLAND WATER RESOURCES DIVISION

July 2014

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SECTION I.A BIDDING ITEMS

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- Instructions to Bidders	ITB-1
- Bid Proposal Form	PF-1 - PF- 7
- Bid Bond Form	BB-1
- Bidder's Qualification Form	BQ-1 - BQ-3

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

INVITATION TO BID

STATE OF CONNECTICUT
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION
BUREAU OF WATER PROTECTION AND LAND REUSE
INLAND WATER RESOURCES DIVISION
79 ELM STREET, 3RD FLOOR WEST
HARTFORD, CONNECTICUT 06106-5127
TELEPHONE (860) 424-3706

PROJECT NAME: PROPOSED TIDE GATE AND OUTLET STRUCTURE IMPROVEMENTS, GREAT CREEK OUTLET STRUCTURE, SILVER SANDS STATE PARK, MILFORD, CONNECTICUT, WR-SR-08401589SJ-2014-01

BID OPENING DATE: Thursday, August 14, 2014, 11:00 am

1. You are invited to bid on a general contract for construction described as follows:
 - a. Demolition of training walls, piles, sheeting and a headwall.
 - b. Providing a box culvert extension, training walls, grouted riprap pad and fencing
 - c. Interior and exterior repairs to the existing box culvert and tide gate structure.
 - d. Power-washing the interior of the existing tide gate structure and box culvert.

2. The Department of Energy and Environmental Protection (“DEEP”) will receive sealed proposals from bidders until 11:00 am on the bid opening date shown above in the offices of the Inland Water Resources Division (“IWRD”), 3rd Floor, 79 Elm Street, Hartford, Connecticut. Proposals received after that time will not be accepted. All interested parties are invited to attend. Proposals will be opened publicly and read aloud.

3. Bid and contract documents are available on the State of Connecticut's Department of Administrative Services' website: http://www.biznet.ct.gov/SCP_Search and the Department's website: <http://www.ct.gov/deep>. No packages will be available at the site showing.

4. . A **mandatory** pre-bid meeting will be held on **July 30, 2014 at 10:00 am**. Representatives of the Inland Water Resources Division will meet prospective bidders at the **Great Creek Outlet, Silver Sands State Park, Milford, CT** for the purpose of conducting a site inspection. Bid proposals from any prospective bidder not pre-registered **and** in attendance at the pre-bid meeting will not be received or opened by the DEEP. Prospective bidders **must** pre-register for the mandatory pre-bid meeting by submitting an e-mail including Company Name, Name of Contact Person, mailing address, e-mail address and telephone number by **close of business on July 28, 2014 to jennifer.perry@ct.gov**. Contract or bid documents will not be made available at the pre-bid meeting or thereafter for the purpose of bidding.

5. As security, each bid must be accompanied by a Bid Bond, in the form required by the Department and having surety thereto such Surety Company or Companies as are authorized to do business in the

State of Connecticut, in the amount of 10% of the Total Bid Price. The Department reserves the right to reject any or all bids and to waive technical defects or irregularities.

6. Bidders must be able to demonstrate recent successful experience with the type of work described in this bid package. Bidders must also list the specific personnel possessing that experience and their intent to employ these same personnel for this project. This information is required in the Statement of Bidders Qualifications section, pages BQ-1 through BQ-3. The Department reserves the right to reject any bidders who lack recent experience with the type of work required for this project.

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

Bidders are advised that the Contract for this project shall be subject to Executive Order No. Three regarding nondiscrimination, promulgated June 16, 1971, and to the Guidelines and Rules of the State Labor Commissioner implementing said Executive Order.

Bidders are advised that the Contract for this project shall be subject to Executive Order No. Seventeen, promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service.

Bidders are advised that the Contract for this project shall be subject to Executive Order No. Sixteen, promulgated August 4, 1999, regarding violence in the workplace.

Bidders are advised that the Contract for this project shall be subject to Executive Order No. 7C promulgated July 13, 2006 regarding contracting reforms.

Said documents are hereby incorporated herein and made a part hereof as though fully set forth herein. Bidders may receive copies of these upon request.

Prospective bidders may contact Ted Ryback of the DEEP/Inland Water Resources Division at (860)424-3706 for additional information or clarification regarding the Bid and Contract Documents.

Robert Klee
Commissioner
Department of Energy and Environmental Protection

NOTICE TO BIDDERS

STATE OF CONNECTICUT DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION

1. BIDS AND REJECTION OF BIDS

- A. Bids shall be submitted only on the prepared forms furnished for the specific project. In no event will bids or changes in bids made by telephone, telegraph, facsimile or other communication technology be considered. Any bid showing any omission, alteration of form, additions not called for, and any conditional bids, alternative bids or bids showing irregularities of any kind will be rejected.
- B. It is each bidder's responsibility to insure that their bid package is received at the appropriate time and location (offices of the Inland Water Resources Division of DEEP, 3rd Floor) shown on the Invitation To Bid. Any bid received after the scheduled closing time for the receipt of bids will be returned to the Bidder unopened.
- C. Any bid, once deposited with the Department of Energy and Environmental Protection, may only be withdrawn by letter of request, signed by the depositing Bidder and presented to the Commissioner prior to the time of opening of any bid for the project in question.
- D. The Commissioner of the Department of Energy and Environmental Protection reserves the right to waive technical defects in the bids, to reject any bids which do not conform to the terms and conditions described herein, to accept or reject any part of any bid and to reject all bids and again invite bids.
- E. The award of the Contract to a Bidder will be contingent upon determination by the Connecticut Department of Energy and Environmental Protection and the Connecticut Commission on Human Rights and Opportunities that the Bidder is in compliance with Sections 4a-60 and 4a-60a of the Connecticut General Statutes ("C.G.S.") and Section 46a-68j-23 of the Regulations of Connecticut State Agencies ("R.C.S.A.") regarding equal employment opportunity, and the Bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the Work of the Contract. Upon notification of a Bidder by said Department of Energy and Environmental Protection as the lowest responsible bidder, said determination of compliance may require the successful completion of an Affirmative Action Plan as required under C.G.S. Sections 46a-68c and -68d, and R.C.S.A. Section 46a-68j-27(1).

2. BID SECURITY

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

3. FORFEIT OF BID SECURITY

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

4. ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the Plans, Technical Specifications or other Contract Documents will be made orally to any Bidder. Every request for such interpretation should be in writing addressed to the Department of Energy and Environmental Protection and, to be given consideration, must be received at least **five (5)** days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Contract Documents which, if issued, will be e-mailed to all prospective Bidders (at the respective e-mail addresses furnished for such purposes) and will be made available on the State of Connecticut's Department of Administrative Services' website: <http://www.biznet.ct.gov> not later than **three (3)** days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such Addenda or interpretation shall not release the Bidder from any obligations under its bid as submitted, provided notice has been sent to the e-mail address furnished by such prospective bidder for the transmittal of notices, addenda and interpretations.

5. SECURITY FOR FAITHFUL PERFORMANCE

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

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

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

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

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

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

Sec. 49-42. Enforcement of right to payment on bond. Suit on bond, procedure and judgement. (a) Every person who has furnished labor or material in the prosecution of the work provided for in such contract in respect of which a payment bond is furnished under the provisions of Section 49-41 and who has not been paid in full therefor before the expiration of a period of ninety days after the day on which the last of the labor was done or performed by him or material was furnished or supplied by him for which the claim is made, may enforce his right to payment under the bond by serving a notice of claim within one hundred eighty days after the date on which he performed the last of the

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

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

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

6. CONNECTICUT SALES AND USE TAXES

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

7. CONTRACTOR'S QUALIFICATIONS

- A. All Bidders shall file with their bids a Statement of Bidder's Qualifications on the provided form.
- B. When evaluating a Contractor's qualifications, as per Section 4b-92 and 4b-94 of the Connecticut General Statutes, the Department shall evaluate: the skill, ability and integrity of the Contractor in terms of the Contractor's ability to fulfill the Contract obligations; and the Contractor's experience or lack of experience and the Commissioner reserves the right to reject any or all such Contractors that are deemed not qualified to perform the Work under this Contract.

8. PERCENTAGE OF WORK TO BE COMPLETED BY THE CONTRACTOR

The bidder must perform at least **60%** of the Work with its own forces. At the time of Contract signing, the apparent low Bidder shall submit a letter certifying the percentage of the Work to be completed by its own forces and stating the portions of the Work by division or portion of the Technical Specifications and the estimated value thereof.

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

9. SUBCONTRACTORS

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

10. CONTRACT TIME

- A. The Contract Time is the number of calendar days allowed for the execution and completion of the Contract. Calendar days shall mean consecutive days in order including Saturdays, Sundays and Legal Holidays. The time allowed for the Work to be done on a project will be computed on the basis of calendar days, but actual work shall not be performed on Saturdays, Sundays or Legal Holidays except by written direction or consent of the Department of Energy and Environmental Protection.
- B. All Work under this Contract shall be completed within **120** calendar days after Notice to Proceed.

11. UNION LABOR

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

12. QUANTITY OF WORK

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

12. QUALITY OF WORK

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

INSTRUCTIONS TO BIDDERS

STATE OF CONNECTICUT DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION

A complete bid package shall consist of the following, fully completed:

1. Proposal Form (refer to Part I.A, Page PF-1).
2. Bid Security (refer to Pages BB-1, IB-1, NB-1, and PF-6).
3. Statement of Bidder's Qualifications (refer to Pages BQ-1 through BQ-3 and paragraph 7 on Page NB-5).
4. CT CHRO Contract Compliance Regulations and Notification to Bidders (Rev. 9/17/09) – Bidder Contract Compliance Monitoring Report forms (refer to Part I.B).
6. CT OPM Ethics Form 6 (Rev. 10/01/11), Affirmation of Receipt of State Ethics Laws Summary (refer to Part I.B).
7. SEEC Form 10 (Per Public Act 07-1)
8. State of Connecticut Labor Department Form E.O. 3-1, “Employer Report of Compliance Staffing” (refer to Part I.B. and Page IB-2 regarding implementation of Executive Order Number Three).

Under Paragraph 3A of the Proposal Form (refer to Page PF-2), the Contractor agrees to hold the Bid for one hundred twenty (120) days after the opening date.

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

PROPOSAL FORM

STATE OF CONNECTICUT
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION

Date _____

PROPOSAL OF _____
(Bidder's Name)

(Bidder's Address)

State of Connecticut
Department of Energy and Environmental Protection
Bureau of Water Protection and Land Reuset
Inland Water Resources Division
79 Elm Street, 3rd Floor West
Hartford, Connecticut 06106-5127

Dear Sir:

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

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

(I/We) understand, that (I/we) must complete the Bid by filling out all blanks, unit prices and

- computed totals for all unit price items and list the Total Bid Price both in figures and words.
3. In submitting this Bid, (I/we) agree:
- A. To hold (my/our) Bid open for 120 days after the actual Bid Opening date.
 - B. To accept the provisions of the Notice to Bidders regarding disposition of the Bid Security.
 - C. To enter into and execute a Contract, if awarded, on the basis of this Bid and to provide the required Performance Bond and Labor and Material Bond for the work in accordance with the Notice to Bidders.
 - D. To complete the work in accordance with the Contract Documents.
 - E. To complete the work within the Contract Time of **xx** calendar days.

4. PROPOSAL AND OTHER PROJECT DATA

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

**PROPOSED TIDE GATE AND OUTLET STRUCTURE IMPROVEMENTS,
GREAT CREEK OUTLET STRUCTURE, SILVER SANDS STATE PARK,
MILFORD, CONNECTICUT**

in accordance with Plans and Technical Specifications prepared by **FUSS & O'NEILL, INC.**, and subject to and in compliance with the foregoing and following conditions and information set forth and contained in the Contract Documents. Specifically, the Bidder acknowledges that only those Unit Price items as are listed in this Proposal, exclusive of extra work, will be measured for payment. Contractors will be paid only for actual Work performed as measured in accordance with the Contract Documents.

- B. This Bid includes all Addenda issued as of the bid due date set forth in the Invitation to Bid (refer to Page IB-1).
- C. This Bid was determined as follows. Payment items are more specifically described in the Payment Items Summary section of the Technical Specifications.

**PROPOSED TIDE GATE AND OUTLET STRUCTURE IMPROVEMENTS
GREAT CREEK OUTLET STRUCTURE
SILVER SANDS STATE PARK
MILFORD, CONNECTICUT**

BID TABULATION SHEET 1 OF 2

BID ITEM No.	DESCRIPTION	UNITS	EST. QTY.	UNIT PRICE	BID PRICE
1	Mobilization/Demobilization	L.S.	1		
2	Temporary Facilities	Month	4		
3	Pre-Construction Documetation	L.S.	1		
4	Erosion and Sediment Control	L.S.	1		
5	Water Control	L.S.	1		
6	Temporary Cofferdam	L.S.	1		
7	Site Clearing and Demolition	L.S.	1		
8	Excavation	C.Y.	1,200		
9	Unsuitable Material	C.Y.	200		
10	Beach Sand Fill	C.Y.	200		
11	Precast Concrete	L.S.	1		
12	Metal Fabrications	L.S.	1		
13	Steel "H" Piles	L.S.	1		

14	Exterior Rough Carpentry	L.S.	1		
15	Chain Link Fence	L.F.	330		
16	“Repair Schedule” on Drawing CD-503	L.S.	1		
17	Diver	Allowance	\$6000		
18	Cast-in-Place 4,000 lbs Marine Concrete	C.Y.	10		
Total Amount of Bid in figures:					
Total Amount of Bid in Words:					
L.S.=Lump Sum; C.F.=Cubic Foot; C.Y.=Cubic Yard; L.F.=Linear Foot; S.F.=Square Foot; S.Y.=Square Yard;					

D. AWARD - I/we acknowledge the following:

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

E. CONTRACT SCHEDULE AND LIQUIDATED DAMAGES

All work under this Contract will be completed within **120** calendar days after Notice to Proceed. If the project completion is delayed, liquidated damages will be assessed at the rate of **One Thousand Three Hundred** dollars (**\$1,300.00**) per calendar day thereafter.

F. CONTRACTOR'S INSURANCE REQUIRED

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

G. STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

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

H. NONDISCRIMINATION LABOR RECRUITMENT

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

I. VIOLENCE IN THE WORKPLACE

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

J. CONTRACTING REFORMS

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

5. ACCOMPANYING THIS PROPOSAL IS

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

_____ DOLLARS (\$_____)

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

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

Signed this _____ day of _____, 200_____

**Project: PROPOSED TIDE GATE AND OUTLET STRUCTURE IMPROVEMENTS,
GREAT CREEK OUTLET STRUCTURE, SILVER SANDS STATE PARK, MILFORD,
CONNECTICUT**

Firm Name: _____

(Address)

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

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

(Corp. Seal)

To be filled in and
signed by the
Bidder

STANDARD BID BOND

STATE OF CONNECTICUT
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION

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

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

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

**“PROPOSED TIDE GATE AND OUTLET STRUCTURE IMPROVEMENTS, GREAT
CREEK OUTLET STRUCTURE, SILVER SANDS STATE PARK, MILFORD,
CONNECTICUT”**

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

SIGNED, SEALED AND DATED this _____ day of _____, 200____

Company Name

Surety Name

Principal's Signature

by _____
Attorney in Fact Signature

Print Name

Print Name

STATEMENT OF BIDDER'S QUALIFICATIONS

STATE OF CONNECTICUT
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION

Bidder's name _____

Bidder's address _____

When organized? _____

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

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

Credit available for this Contract _____

Contracts now in hand (gross amount) _____

Personnel of organization _____

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

Have you ever defaulted on a contract? _____

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

Please complete the references page following.

References - List three projects, similar in size and scope to this one that were successfully completed by your firm as the principal contractor, that involved construction of structures in wet conditions or conditions that required water control:

(1) Project: _____
Owner: _____
Contract Amount: _____ Year Completed: _____
Owner Contact Person & Phone No: _____

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

1. Principal Superintendent: _____ Available to oversee this contract? _____
2. Other: _____ Position: _____ Available for this contract? _____
3. Other: _____ Position: _____ Available for this contract? _____

(2) Project: _____
Owner: _____
Contract Amount: _____ Year Built: _____
Owner Contact Person & Phone No: _____

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

1. Principal Superintendent: _____ Available to oversee this contract? _____
2. Other: _____ Position: _____ Available for this contract? _____
3. Other: _____ Position: _____ Available for this contract? _____

(3) Project: _____
Owner: _____
Contract Amount: _____ Year Built: _____
Owner Contact Person & Phone No: _____

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

1. Principal Superintendent: _____ Available to oversee this contract? _____
2. Other: _____ Position: _____ Available for this contract? _____
3. Other: _____ Position: _____ Available for this contract? _____

Additional information regarding your qualifications for this work:

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

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

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

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

By _____ Date

STATE OF _____)
)
COUNTY OF _____)

ss _____

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

NOTARY PUBLIC
My Commission Expires:

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

- CHRO Contract Compliance Regulations and Notification to Bidders (5 pages)
- OPM Ethics Form 6 and 2009 Code of Ethics Guide (13 pages)
- SEEC Form 10
- OPM Iran Certification Form 7 (Rev. 10-3-13)
- DOL Form E.O. 3-1, Article X of Executive Order Number Three, Guidelines and Rules (6 pages)

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

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

(Revised 09/17/07)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s □□good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) **Definition of Small Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes__ No__ -Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black__ Hispanic__ Asian American__ American Indian/Alaskan Native__ Iberian Peninsula__ Individual(s) with a Physical Disability__ Female__
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes__ No__
Other Locations in Ct. (If any)	- DAS Certification Number _____

PART II - Bidder Nondiscrimination Policies and Procedures

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

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

Yes__ No__

PART IV - Bidder Employment Information

Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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STATE OF CONNECTICUT

AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

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

INSTRUCTIONS:

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

CHECK ONE:

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

IMPORTANT NOTE:

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

AFFIRMATION:

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

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

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

Awarding State Agency

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



2010

Guide for Current or Potential State Contractors

INTRODUCTION

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

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

- The Code of Ethics for Public Officials (Part I);
- The Code of Ethics for Lobbyists (Part II); and
- Limited jurisdiction over Ethical Considerations Concerning Bidding and State Contracts (Part IV).

This guide provides general information only. The descriptions of the law and the OSE in this guide are not intended to be exhaustive. Please review the Advisory Opinions and Declaratory Rulings on our website or contact the Legal Division of the OSE with any questions regarding interpretation of the law.

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

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

860/263-2400
www.ct.gov/ethics



Citizen's Ethics Advisory Board:

G. Kenneth Bernhard, Chairperson (through September 2011)
Thomas H. Dooley, Vice Chairperson (through September 2012)
Ernest Abate (through September 2011)
Kathleen F. Bornhorst (through September 2012)
Rebecca M. Doty (through September 2011)
General David Gay, (ret.) (through September 2013)
Dennis Riley (through September 2013)
Winthrop Smith, Jr. (through September 2013)
Shawn T. Wooden (through September 2013)

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Guide for Current or Potential State Contractors

THE OFFICE OF STATE ETHICS (OSE)

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

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

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

The OSE is made up of the following components:

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

THE BIG PICTURE

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

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

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

Guide for Current or Potential State Contractors

GIVING BENEFITS TO STATE PERSONNEL



Gifts

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

Restricted Donors

Restricted donors include:

- Registered lobbyists (a list is available on the OSE's Web site) or a lobbyist's representative;
- Individuals or groups doing business with a state department or agency;
- Individuals or groups seeking to do business with a state department or agency;
- Individuals or groups engaged in activities regulated by a state department or agency; or
- Contractors pre-qualified by the Connecticut Department of Administrative Services (Conn. Gen. Stat. § 4a-100).

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

Gift Exceptions

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

- *Token Items* – Restricted donors such as current or potential state contractors may provide any item of value that is not more than \$10 (such as a pen, mug, or inexpensive baseball cap) to a public official or state employee, provided that the annual aggregate of such items from a single source is \$50 or less. Conn. Gen. Stat. § 1-79 (e) (16).
- *Food and Beverage* – Restricted donors may also provide less than \$50 worth of food and beverage in a calendar year to a public official or state employee, provided that the restricted donor or his/her representative is in attendance when the food and/or beverage is being consumed. Conn. Gen. Stat. § 1-79 (e) (9).
- *Training* – Vendors may provide public officials and state employees with training for a product purchased by a state or quasi-public agency provided such training is offered to all customers of that vendor. Conn. Gen. Stat. § 1-79 (e) (17).

Guide for Current or Potential State Contractors

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

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

Gift Provisions

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

Even though you are under the permissible \$49.99 food and beverage limit, this gift is not allowed because you or your representative will not be in attendance while the food and beverage is being consumed.

Reporting Requirements

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

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



This helps both you and the state employee keep track of the gift exceptions noted above, so that permissible limits are not exceeded. Conn. Gen. Stat. § 1-84 (o). A courtesy form is available for this notification on the OSE’s Web site, in the “Forms” section.

Guide for Current or Potential State Contractors

Necessary Expenses

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



Necessary expenses are limited to:

- Travel (coach or economy class);
- Lodging (standard cost of room for the nights before, of, and immediately following the event);
- Meals; and
- Related conference expenses.

Conn. Gen. Stat. § 1-79 (9).

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

Fees/Honorariums

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



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

Necessary Expenses, Fees and Honorariums

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

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

Guide for Current or Potential State Contractors

HIRING STATE PERSONNEL

Post-state Employment (Revolving Door)

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

Lifetime Bans

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

One-year Bans

- If you hire or otherwise engage the services of a former state official or employee, he or she may not represent you before his or her former agency for a period of **one year** after leaving state service. Conn. Gen. Stat. § 1-84b (b). (See Advisory Opinion 2003-3, which provides a limited exception to this provision if the employee is providing purely technical expertise to help implement a previously-awarded contract. This exception applies to extremely limited circumstances; contact the OSE for guidance.)
- You are prohibited from hiring a former state official or employee for a period of **one year** after he or she leaves state service if that individual was substantially involved in, or supervised, the negotiation or award of a contract (that you or your business was a party to) valued at \$50,000 or more, and the contract was signed within his or her last year of state service. Conn. Gen. Stat. § 1-84b (f).
- Employees who held certain specifically-designated positions (with significant decision-making or supervisory responsibility) at certain state regulatory agencies are prohibited from seeking or accepting employment with any business subject to regulation by the individual's agency within **one year** of leaving the agency. Likewise, such businesses may not hire those employees. Note that there is an exception for *ex-officio* board or commission members. Conn. Gen. Stat. § 1-84b (c).

Post-state Employment

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

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

Guide for Current or Potential State Contractors

Outside Employment for Current Public Officials and State Employees

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

- A current state employee may not accept outside employment that impairs his or her independence of judgment regarding his or her state duties, or that encourages him or her to disclose confidential information learned in his or her state job. Conn. Gen. Stat. § 1-84 (b).
- A current state employee may not use his or her state position for his or her own financial gain or the gain of his or her family (spouse, child, child's spouse, parent, brother or sister) or an associated business, however inadvertent that use may be. Conn. Gen. Stat. § 1-84 (c).

Other Considerations

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



Outside Employment

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

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

Guide for Current or Potential State Contractors

OTHER PROVISIONS

Prohibited Activities for Consultants or Independent Contractors

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

- Using your authority under the contract or any confidential information acquired during the course of the contract for your financial gain or the financial gain of your immediate family;
- Accepting another state contract that would impair your independence of judgment or your performance in your existing state contract; and
- Accepting anything of value based on the understanding that your actions on behalf of the state would be influenced.

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

Gift and/or Campaign Contribution Certifications

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



Investment Services and the Office of the Treasurer

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

Registering as a Lobbyist

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



Contribution Ban for Communicator Lobbyists (Conn. Gen. Stat. § 9-610 (g) and (h).)

Registered communicator lobbyists, their affiliated political action committees (PACs), as well as members of their immediate families are banned from soliciting or donating political campaign contributions. Please contact the State Elections Enforcement Commission at 860-256-2940 for more information.

Guide for Current or Potential State Contractors

Sessional Contribution Ban for Client Lobbyists (Conn. Gen. Stat. § 9-610 (e).)

Registered lobbyists and their affiliated political action committees (PACs) are banned from soliciting or donating political campaign contributions. Specifically, there is a temporary ban while the General Assembly is in session that applies to all registered client lobbyists and their affiliated PACs. Please contact the State Elections Enforcement Commission at 860-256-2940 for more information.

Public Act 05-287

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

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

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

An affirmation form is available through the Connecticut Office of Policy and Management.

Executive Orders

Executive Order 3

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

Executive Order 7C

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

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

Guide for Current or Potential State Contractors

FOR MORE INFORMATION

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

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



T: 860/263-2400
F: 860/263-2402
www.ct.gov/ethics



Specific Contacts:

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

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

Public official filing/reporting questions: SFLOSE@ct.gov

Enforcement questions: Ethics.Enforcement@ct.gov

All other inquiries: ose@ct.gov



Department _____ Approved Pending Investigation

(Compliance Officer)

Date: _____ Disapproved Investigation Requested

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

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

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

EMPLOYEE INFORMATION

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

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

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

YES

_____ Name

_____ Address (No. And Street, City, State)

If no, indicate the usual methods of recruitment.

NO Connecticut State Employment Service

Private Employment Agency

Newspaper Advertisement

Walk-In

Other (specify)

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

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

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

Employer _____

Date _____

By _____

Signature

Title

Article X of Executive Order Number Three

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

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

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

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

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

SEC. 2. SUBCONTRACTORS.

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

SEC. 3. EMPLOYEES

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

SEC. 4. REPORTS.

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

SEC. 5. MANDATORY CLAUSES IN DOCUMENTS.

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

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

shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The (contractor), (subcontractor), (bidder), (vendor) agrees, as part consideration hereof, that this (order) (contract) is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

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

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

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

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

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

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

SEC. 7. INVESTIGATIONS, COMPLAINTS.

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

SEC. 8. HEARINGS.

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

SEC. 9. EQUAL EMPLOYMENT OPPORTUNITIES.

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

SEC. 10. DUTIES OF CONTRACTING AGENCIES.

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

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

Dated at Wethersfield, Connecticut this 19th day of Nov., 1971

JACK A. FUSARI
LABOR COMMISSIONER



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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

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

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

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

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

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

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

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

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

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

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



STATE OF CONNECTICUT

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

Respondent Name: _____

INSTRUCTIONS:

- CHECK ONE: [] Initial Certification. [] Amendment or renewal.

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

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

Check applicable box:

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

B. Additional definitions.

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

C. Certification requirements.

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

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

CERTIFICATION:

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

- [] Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010. [] Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

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

Printed Respondent Name _____

Printed Name of Authorized Official _____

Signature of Authorized Official _____

Subscribed and acknowledged before me this _____ day of _____, 20__.

Commissioner of the Superior Court (or Notary Public)

ADDITIONAL INFORMATION FOR BIDDERS

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

PERSONAL SERVICE CONTRACTOR EVALUATION

OPM Form/Rev. 02-17-09

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

INSTRUCTIONS:

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

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

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

Submit this form by e-mail to:

efo.opm@ct.gov

Attach additional sheets if necessary.

Agency Name & Address: CT Department of Energy and Environmental Protection Bureau of Water Protection and Land Reuse/Inland Water Resources Division 79 Elm Street Hartford, CT 06106		Date:
Evaluator's Name, Title & Phone No.:		Evaluator's Signature:
Contractor Name & Address:		
CORE-CT Contract ID:	PO Reference:	Competitive: <input type="checkbox"/> Yes <input type="checkbox"/> No
Contract Term (Start End Dates):		Contract Cost:

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

Rate the Contractor's performance using the following scale:

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

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

_____ TOTAL RATING _____ AVERAGE RATING (Total ÷ 8)

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

Other Comments:

STATE OF CONNECTICUT
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION
BUREAU OF WATER PROTECTION AND LAND REUSE
INLAND WATER RESOURCES DIVISION

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT:

CONTRACT NUMBER:

PO NUMBER:

CONTRACT DATE:

PROJECT NUMBER:

CONTRACTOR:

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

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

OWNER
Inland Water Resources Division

Date

CONTRACTOR

Date

ENGINEER

Date

PART II CONTRACT EXECUTION

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

SECTION II.A EXECUTION ITEMS

Page(s)

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

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

INSTRUCTIONS TO LOWEST QUALIFIED BIDDER

STATE OF CONNECTICUT DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION

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

1. Certification that the Contractor will perform at least **60%** of the Work with its own forces including the portions and values of the Work to be completed (Paragraph 8 of the Notice to Bidders - Part I.A, Section NB, of these Contract Documents).
2. A list of Subcontractors to be used by the Contractor, including the portions and values of the Work to be completed by each (Paragraph 9 of Part I.A, Section NB).
3. The following Contract Compliance items (in addition to the Contract Compliance forms required of Bidders to be completed and submitted with bids under Section I.B):
 - DOL Wage Rates, Contractor Wage and Weekly Payroll Certification Forms
 - OPM Ethics Form 1, Gift and Campaign Contribution Certification; and,
 - OAG Nondiscrimination Certification Form Rev. 07-08-2009.
4. After acceptance of an apparent lowest responsible Bidder's bid, and prior to Execution of the Contract by the State, the CT Commission on Human Rights and Opportunities ("CHRO") will be notified by the DEEP of the pending Contract Execution. The prospective Contractor must file with and receive approval of an affirmative action ("AA") plan by the CHRO. If during the process of executing and awarding a contract, the tentative contractor has filed but not yet received full AA plan approval, the DEEP, after notifying and receiving permission from the CHRO, may proceed with execution and award subject to withholding and retaining 2% from any payment(s) due the contractor in accordance with the terms of the contract. Such amount(s) retained for the purpose of assuring compliance with AA plan requirements would be withheld by the DEEP until the DEEP has been notified by the CHRO that the contractor has obtained full AA plan approval. Otherwise, the tentative contractor must receive full AA plan approval from the CHRO prior to commencing construction. Any 2% amount(s) retained in order to assure AA plan compliance would be in addition to any amount(s) retained by the DEEP for other purposes under the terms of the contract (Ref. Contract Documents, Section III.A, Supplemental Conditions, par. 19.D, pg. SC-5 of 9).
4. Certification of Insurance (Section CI and Paragraph 4F of Section PF).
5. Performance Bond (Section PB and Paragraph 5A of Section NB).
6. Labor and Material Bond (Section LMB and Paragraph 5B of Section NB).
7. Corporate resolution designating the individual authorized to sign agreements for the Contractor (Part II.A, Guidelines).

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

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

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

CERTIFICATE OF INSURANCE

STATE OF CONNECTICUT
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION

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

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

<u>Type of Insurance</u> (see Article 16 Section GC)	<u>Limits in dollars</u>	
	<u>Occurrence</u>	<u>Aggregate</u>
A. Commercial General Liability	1,000,000	2,000,000
Policy Number: _____		
Effective Date: _____	Expiration Date: _____	
B. Department's and Contractor's Protective Liability	1,000,000	2,000,000
Policy Number: _____		
Effective Date: _____	Expiration Date: _____	

C. Special Hazards Types C, U, X 1,000,000
 Policy Number: _____
 Effective Date: _____ Expiration Date: _____

D. Automobile Liability 1,000,000 2,000,000
 Policy Number: _____
 Effective Date: _____ Expiration Date: _____

E. Excess Liability _____ _____
 (As required by the Contract Documents)
 Policy Number: _____
 Effective Date: _____ Expiration Date: _____

F. Workers' Compensation STATUTORY
 Employer's Liability
 Accident 100,000
 Disease Policy Limit 500,000
 Disease Each employee 100,000
 Policy Number: _____
 Effective Date: _____ Expiration Date: _____

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

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

Dated This _____ day of _____, 20__

 (Authorized Agent) _____
(Signature)

 (Address)

PERFORMANCE BOND

STATE OF CONNECTICUT
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION

KNOW ALL BY THESE PRESENTS, THAT _____

of the Town of _____ County of _____ and State of _____

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

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

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

into a certain written Contract with said Obligee, dated the _____ day of _____ 20____,
which written Contract provides for the following:

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

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

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

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

IN TESTIMONY WHEREOF, the said _____

has hereunto set his/its hand and seal and the said _____

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

SIGNED, SEALED AND DATED this _____ day of _____, 20____

By: _____ (L.S.)
(Principal)

Witness as to Principal:

By: _____ (L.S.)
(Surety)

Witness as to Surety:

LABOR AND MATERIAL BOND

STATE OF CONNECTICUT
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION

KNOW ALL BY THESE PRESENTS, THAT _____

of the Town of _____ County of _____ and State of _____

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, whereas said Principal has entered
into a certain written Contract with said Obligee, dated the _____ day of _____ 20____,
which written Contract provides for the following:

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

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

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

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

IN TESTIMONY WHEREOF, the said _____
has hereunto set his/its hand and seal and the said _____
has caused this instrument to be signed by its _____
and its corporate seal to be hereunto affixed.

SIGNED, SEALED AND DATED this _____ day of _____, 20__

By: _____ (L.S.)
(Principal)

Witness as to Principal:

By: _____ (L.S.)
(Surety)

Witness as to Surety:

GUIDELINES FOR VALID CORPORATE RESOLUTIONS:

(see attached samples)

The corporate resolution should contain the following:

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

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

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

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

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

GUIDELINES FOR VALID LLC RESOLUTIONS

(see attached samples)

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

GUIDELINES FOR VALID PARTNERSHIP RESOLUTIONS

(see attached sample)

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

SAMPLE
Preferred Wording
"Certified Resolution"

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

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

[(Use the following sentence only if a seal is used)] The [Clerk/Secretary, etc.] is authorized to impress the seal of the [Enter Institution Name] on any such document, amendment, rescission, or revision.

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

[Clerk/Secretary, etc.]

Date

[Corporate Seal or "L.S."]

SAMPLE
Alternate Corporate Resolution Format

Certified Resolution

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

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

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

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

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

[Clerk/Secretary, etc.]

[Corporate Seal or "L.S."]

**SAMPLE FOR LIMITED LIABILITY COMPANY
CERTIFIED RESOLUTION**

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

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

[Or if the LLC has no Seal]

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

[Member or Manager]

If the LLC has a seal, place it here.

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

(SAMPLE SINGLE INDIVIDUAL LLC AFFIDAVIT FORMAT)

DATE:

AFFIDAVIT

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

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

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

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

Attorney at Law

Connecticut Juris Number:

STATE OF CONNECTICUT)

) : **ss.**

COUNTY OF)

Sworn and subscribed before me on this _____ day of _____ .

Notary Public

CRG-5 of 8

SAMPLE

CERTIFICATION FOR PARTNERSHIPS

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

IN WITNESS WHEREOF, the undersigned has affixed his/her signature this ____ day of _____.

General Partner

(retype on letterhead)

SAMPLE

INCUMBENCY CERTIFICATION

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

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

[SEAL or "L.S." notation]

Signature
[Secretary/Clerk, etc.]

SAMPLE

CERTIFICATION OF CORPORATE MINUTES

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

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

[Secretary/Clerk, etc.]

[Corporate Seal or "L.S."]

SAMPLE

CERTIFICATION OF CORPORATE BY-LAWS

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

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

[Secretary/Clerk, etc.]

[SEAL or Statement that No Seal is Used]

SAMPLE ATTORNEY'S OPINION LETTER

DATE

NAME

TITLE

AGENCY

STREET ADDRESS

CITY AND STATE

Re: PROCUREMENT

Opinion Letter

Dear SALUTATION:

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

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

Sincerely,

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

- DOL wage and payroll certification forms, prevailing wage and benefit rates, and related notes, notices, bulletins, and statutes (**xx** pages):
 - o Contractors Wage Certification Form
 - o Weekly payroll certification forms, fringe benefits explanation, and sample completed forms
 - o Current prevailing hourly wage & benefit rates schedule
 - o Informational Bulletin – occupational classifications
 - o CT DOL Wage and Workplace Standards Division – Footnotes
 - o Informational Bulletin – 10-hour OSHA Construction Safety & Health Course
 - o CGS Sec. 31-53b
 - o Special Notice – RE CGS 31-55a

- OPM Ethics Form 1, Gift and Campaign Contribution Certification (2 pages)

- OAG Nondiscrimination Certification, Rev. 07-08-2009 (1 page)

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

WAGE RATES

STATE OF CONNECTICUT DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION

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

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

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

**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 _____, 20 _____

Notary Public

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

Date of Schedule Issued: _____

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

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS										Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109									
In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.										WEEKLY PAYROLL									
CONTRACTOR NAME AND ADDRESS: Landon Corporation, 15 Connecticut Avenue, Northford, CT 06472					SUBCONTRACTOR NAME & ADDRESS XYZ Corporation 2 Main Street Yantic, CT 06389					WORKER'S COMPENSATION INSURANCE CARRIER Travelers Insurance Company POLICY # #BAC8888928 EFFECTIVE DATE: 1/1/09 EXPIRATION DATE: 12/31/09									
PAYROLL NUMBER	Week-Ending Date	PROJECT NAME & ADDRESS								Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS			GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY	
		DAY AND DATE												FICA	FEDERAL	STATE			LIST OTHER
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/FEMALE AND RACE*	WORK CLASSIFICATION	S	M	T	W	TH	F	S	Total O/T Hours	TOTAL FRINGE BENEFIT PLAN CASH	FICA	WITH-HOLDING	WITH-HOLDING	LIST OTHER	RATE JOB	CHECK # AND NET PAY	
Trade License Type & Number - OSHA 10 Certification Number				20	21	22	23	24	25	26	HOURS WORKED EACH DAY								
Robert Craft 81 Maple Street Willimantic, CT 06226		M/C	Electrical Lineman E-1 1234567 Owner OSHA 123456		8	8	8	8	8		S-TIME 40	\$ 30.75 Base Rate	1. \$ 5.80 2. \$ 3. \$ 2.01				P-xxxx	\$1,582.80	#123 \$ xxx.xx
Ronald Jones 212 Elm Street Norwich, CT 06360	65%	M/B	Electrical Apprentice OSHA 234567		8	8	8	8	8		S-TIME 40	\$ 19.99 Base Rate	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$	xx.xx	xxx.xx	xx.xx	G-xxx	\$1,464.80	#124 \$xxx.xx
Franklin T. Smith 234 Washington Rd. New London, CT 06320 SECTION B		M/H	Project Manager			8					S-TIME 8	\$ Base Rate	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$	xx.xx	xx.xx	xx.xx	M-xx.x	\$1,500.00	#125 xxx.xx
											S-TIME	\$ Base Rate	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$						
											O-TIME	\$ Cash Fringe	4. \$ 5. \$ 6. \$						

OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED PAYROLL

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

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

Please specify the type of benefits provided:

- 1) Medical or hospital care Blue Cross 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-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**

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. PILEDIVERMEN. LATHERS. RESILIENT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

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

- **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.

Laborer's Rate

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

- **PLUMBERS AND PIPEFITTERS**

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

- **POWER EQUIPMENT OPERATORS**

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

- **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (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**

Definitions:

1) “Site of the work” (29 Code of Federal Regulations (CFR) 5.2(l)(b) is the physical place or places where the building or work called for in the contract will remain and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project;

(a) Except as provided in paragraph (l) (3) of this section, job headquarters, tool yards, batch plants, borrow pits, etc. are part of the “site of the work”; provided they are dedicated exclusively, or nearly so, to the performance of the contract or project, and provided they are adjacent to “the site of work” as defined in paragraph (e)(1) of this section;

(b) Not included in the “site of the work” are permanent home offices, branch plant establishments, fabrication plants, tool yards etc, of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular State or political subdivision contract or uncertain and indefinite periods of time involved of a few seconds or minutes duration and where the failure to count such time is due to consideration justified by industrial realities (29 CFR 785.47)

2) “Engaged to wait” is waiting time that belongs to and is controlled by the employer which is an integral part of the job and is therefore compensable as hours worked. (29 CFR 785.15)

3) “Waiting to be engaged” is waiting time that an employee can use effectively for their own purpose and is not compensable as hours worked. (29 CFR 785.16)

4) “De Minimus” is a rule that recognizes that unsubstantial or insignificant periods of time which cannot as a practical administrative matter be precisely recorded for payroll purposes, may be disregarded. This rule applies only where there are uncertain and indefinite periods of time involved of a short duration and where the failure to count such time is due to consideration justified by worksite realities. For example, with respect to truck drivers on prevailing wage sites, this is typically less than 15 minutes at a time.

Coverage of Truck Drivers on State or Political subdivision Prevailing Wage Projects

Truck drivers are covered for payroll purposes under the following conditions:

- Truck Drivers for time spent working on the site of the work.
- Truck Drivers for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimus

- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract or project where a significant portion of such building or work is constructed and the physical places where the building or work outlined in the contract will remain.

For example: Truck drivers delivering asphalt are covered under prevailing wage while “engaged to wait” on the site and when directly involved in the paving operation, provided the total time is not “de minimus”

Truck Drivers are not covered in the following instances:

- Material delivery truck drivers while off “the site of the work”
- Truck Drivers traveling between a prevailing wage job and a commercial supply facility while they are off the “site of the work”
- Truck drivers whose time spent on the “site of the work” is de minimus, such as under 15 minutes at a time, merely to drop off materials or supplies, including asphalt.

These guidelines are similar to U.S. Labor Department policies. The application of these guidelines may be subject to review based on factual considerations on a case by case basis.

For example:

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

Any questions regarding the proper classification should be directed to:

*Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543*

Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES

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

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

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

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

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

Elevator Constructors: Mechanics

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

Glaziers

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

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

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

Ironworkers

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

Laborers (Tunnel Construction)

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

Roofers

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

Sprinkler Fitters

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

Truck Drivers

(Heavy and Highway Construction & Building Construction)

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

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE, PROGRAM OR TRAINING

(Applicable to public works contracts as described by Conn. Gen. Stat. § 31-53(g)
entered into *on or after July 1, 2009*)

- (1) This requirement was created by Public Act No. 08-83, which is codified in Section 31-53b of the Connecticut General Statutes;
- (2) The course, program or training is required for public works contracts as described by Conn. Gen. Stat. § 31-53(g) entered into on or after July 1, 2009;
- (3) It is required of private workers (not state or municipal workers) and apprentices who perform the work of a mechanic, laborer or worker pursuant to the classifications of labor under Conn. Gen. Stat. § 31-53 on a public works project as described by Conn. Gen. Stat. § 31-53(g);
- (4) The ten-hour construction safety and health course, program or training pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, a new mining training program approved by the Federal Mine Safety and Health Administration in accordance with 30 C.F. R. 48, or, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Proof of course, program or training completion shall be demonstrated through the presentation of a “completion document” (card, document, certificate or other written record issued by federal OSHA or by the Federal Mine Safety and Health Administration) as defined by Conn. State Agencies Regs. § 31-53b-1(2).
- (8) Any completion document with an issuance date more than 5 years prior to the commencement date of the public works project shall not constitute proof of compliance with § 31-53b;
- (9) For each person who performs the duties of a mechanic, laborer or worker on a public works project, the contractor shall affix a copy of the completion document

- to the certified payroll required to be submitted to the contracting agency for such project on which such worker's name first appears;
- (10) Any mechanic, laborer or worker on a public works project found to be in non-compliance shall be subject to removal from the project 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;
 - (11) Any such employee who is determined to be in noncompliance may continue to work on a public works project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
 - (12) The statute provides the minimum standards required for the completion of a construction safety and health course, program or training by employees on public works contracts; any contractor can exceed these minimum requirements.;
 - (13) Regulations pertaining to § 31-53b are located at Conn. State Agencies Regs. §31-53b-1 *et seq.*, and are effective May 5, 2009. The regulations are posted on the CTDOL website;
 - (14) Any questions regarding this statute or the regulations may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgmenu.htm>; or by telephone at (860)263-6790.

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

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

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

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

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

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

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

STATUTE 31-55a

- SPECIAL NOTICE -

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

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

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

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

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



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

INSTRUCTIONS:

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

CHECK ONE: Initial Certification 12 Month Anniversary Update (Multi-year contracts only.)
 Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

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

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

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

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

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

Lawful Campaign Contributions to Candidates for Statewide Public Office:

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

Lawful Campaign Contributions to Candidates for the General Assembly:

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

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

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20__.

Commissioner of the Superior Court (or Notary Public)





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

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

INSTRUCTIONS:

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

CERTIFICATION OF PRIOR RESOLUTION:

I, the undersigned, am a duly authorized corporate officer or member of _____
Name of Entity

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

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

Authorized Signatory

Title

Printed Name

Date

RESERVED FOR STATE USE

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

Signature of Agency Head (or designee)

Date

Awarding State Agency

SECTION II.C ADDITIONAL INFORMATION – EXECUTION

- PSA Contract Template – Explanatory Cover Page, Form With Terms/Conditions, Rev 8/20/08 , and Placeholder Sheets (5 pages)
- SEEC Form 11 (2 pages)
- DOL Contracting Agency Certification and Contractor Information Form (2 pages)
- DEEP Affirmative Action and Sexual Harassment Policy Statements (5 pages)

FORM OF PERSONAL SERVICES AGREEMENT CONTRACT

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

Enter the Program Name or delete text here
 (Enter Title of the Agreement)

STATE OF CONNECTICUT
 DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION

CHECK ONE:
 GRANT
 PERSONAL SERVICE AGREEMENT

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) <input type="checkbox"/> ORIGINAL	(2) IDENTIFICATION #s. P.S.
<input type="checkbox"/> AMENDMENT	P.O.

CONTRACTOR	(3) CONTRACTOR NAME	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS	
STATE AGENCY	(5) AGENCY NAME AND ADDRESS DEEP - _____, 79 Elm Street, Hartford, CT 06106-5127	(6) Dept No. DEP43000
CONTRACT PERIOD	(7) DATE (FROM) _____ THROUGH (TO) _____	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. _____ <input checked="" type="checkbox"/> NEITHER

(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)

1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof.
 Appendix A consists of ___ pages numbered A-1 through A-___ inclusive.

Page 1 of 9
 Standard Terms and Conditions are contained in Pages 2 through 9 and are attached hereto and made a part hereof.

(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

Cost and Schedule of Payments is attached hereto as Appendix B, and made a part hereof. (Appendix B consists of ___ page(s) numbered B-1 through B-___).

Total Payments Not to Exceed the Maximum Amount of \$_____.

(11) OBLIGATED AMOUNT

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

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

ACCEPTANCES AND APPROVALS	(23) STATUTORY AUTHORITY CGS Sec. 4-8 as amended; CGS Sec. 22a-6(a)(2) as amended CGS Sec. 7-148(c) as amended (mun. auth.)	
(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE	DATE
(25) AGENCY (AUTHORIZED OFFICIAL)	TITLE	DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)		DATE

DISTRIBUTION: CONTRACTOR AGENCY FUNDS AVAILABLE: _____ DATE: _____

STANDARD TERMS AND CONDITIONS

(Rev. 6-12-13)

Comment [cbl1]: Make sure all references to this Contract and the Contractor are capitalized

1. Executive Orders. The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
2. Non-Discrimination.
 - (a) For the purposes of this Section, the following terms are defined as follows:
 - (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
 - (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
 - (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
 - (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
- (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;
- (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

- (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
 - (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
 - (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
 - (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
 - (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
 - (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
 - (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
 - (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
3. Indemnification.
- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.
 - (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
 - (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
 - (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed

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

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

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

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

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

5. Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX A
SCOPE OF WORK

Purpose: To . . .

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

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

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

5. ADA Publication Statement:

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

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

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

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

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

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

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

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

This video with closed captioning is available at www.ct.gov/deep.

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

Department of Energy and Environmental Protection
Insert Division Name
Insert Program Coordinator Title
79 Elm Street
Hartford, CT 06106-5127

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

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

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

8. Project Summaries: Following Execution of this Contract, the Contractor shall provide summaries of project status to the [*bureau/division/program coordinator*] once every [*six months*] during the time in which this Contract is in effect. Such summaries shall include a brief description (1 or more pages) indicating the work completed to date and the anticipated project completion date if different from the current Contract expiration date.

9. Extensions/Amendments: Formal written amendment of the Contract is required for extensions to the final date of the Contract period and changes to terms and conditions specifically stated in the original Contract and any prior amendments, including but not limited to:

- a. revisions to the maximum Contract payment,
- b. the total unit cost of service,
- c. the contract's objectives, services, or plan,
- d. due dates for reports,
- e. completion of objectives or services, and
- f. any other Contract revisions determined material by DEEP.

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

10. Final Report: Within 30 days of the expiration date of this Contract, the Contractor shall submit to the _____, a Final Report including documentation, satisfactory to the Commissioner, demonstrating that all the elements of Appendix A have been met including, but not limited to, [*INSERT SPECIFIC LANGUAGE*].

11. Final Financial Report: Within 30 days of the expiration date of this Contract, the Contractor shall submit a Final Financial Report to the _____, with supporting documentation sufficient to demonstrate expenditures identified in the project proposal. Amounts spent on specific items such as [*DETAILS*] must be included. A sample format is attached as Appendix C.

APPENDIX B
SCHEDULE OF PAYMENTS

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

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

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

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

APPENDIX C

SAMPLE FINAL FINANCIAL REPORT

Contractor Name: _____

PSA #: _____

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



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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

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

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

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

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

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

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

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

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

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

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

[NOTE: In the executable version of the draft PSA Contract the General Conditions would be extracted from the Contract Documents and inserted here.]

APPENDIX A
SCOPE OF WORK

Name of Project: PROPOSED TIDE GATE AND OUTLET STRUCTURE IMPROVEMENTS, GREAT CREEK OUTLET STRUCTURE, SILVER SANDS STATE PARK, MILFORD, CONNECTICUT

Purpose of this Contract: To provide construction services for the Connecticut Department of Energy and Environmental Protection (“DEEP” or “Department”) Inland Water Resources Division (“IWRD”) at the Great Creek Outlet Structure in Silver Sands State Park in Milford, Connecticut.

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 1 of 3



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

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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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



DEFINITIONS

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

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

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

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

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

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

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

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ACKNOWLEDGEMENT OF RECEIPT

SIGNATURE

DATE (mm/dd/yyyy)

NAME OF SIGNER

First Name	MI	Last Name	Suffix

TITLE

COMPANY NAME

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

www.ct.gov/seec

Click on the link to "Lobbyist/Contractor Limitations"

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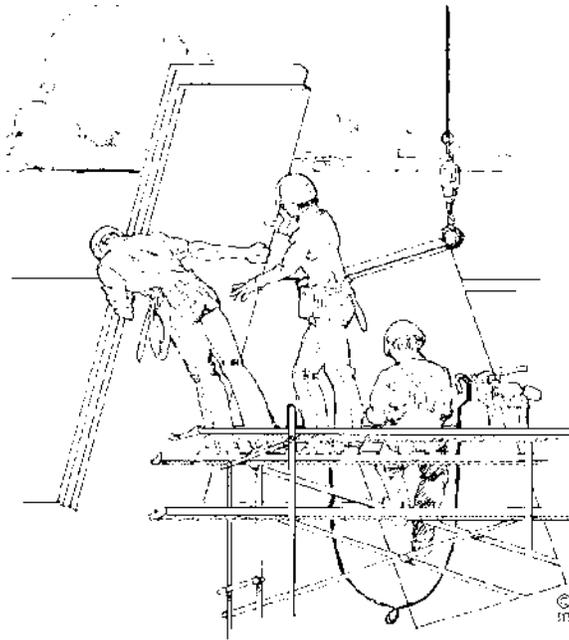
~NOTICE~

TO ALL CONTRACTING AGENCIES

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

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

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



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

CONTRACTING AGENCY CERTIFICATION FORM

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

for _____, located at _____,
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with
_____, located at _____,
project name and number address

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

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

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

Date Issued: _____



Connecticut Department of

**ENERGY &
ENVIRONMENTAL
PROTECTION**

AFFIRMATIVE ACTION POLICY STATEMENT

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

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

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

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

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

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

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www.ct.gov/deep

Affirmative Action/Equal Opportunity Employer

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

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

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

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

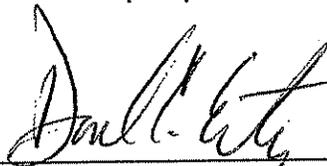
As the appointing authority for DEEP, I have the responsibility to implement an effective Affirmative Action Plan as a tool to achieve equal employment objectives and as a mechanism to prevent and eliminate discrimination. Therefore, I am committed to making a good faith effort to achieve a successful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

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

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

11/16/12

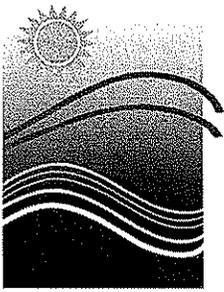
Date



Daniel C. Esty, Commissioner

Attachments

Revised 1/9/12



Connecticut Department of

**ENERGY &
ENVIRONMENTAL
PROTECTION**

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

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

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

Prohibited conduct includes, without limitation:

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

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

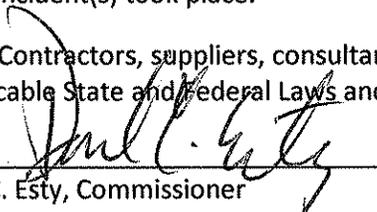
Complaints alleging a violation of this policy must be filed with the Affirmative Action Office within 30 days of the alleged violation and/or with the Commission on Human Rights and Opportunities (CHRO) within 180 days of the alleged discriminatory action. Complaints filed with CHRO must be submitted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

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

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

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

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



Daniel C. Esty, Commissioner

3/21/13

Date

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

Employee (Print Name) and Signature

Date

Please indicate if this is a _____ permanent employee or _____ seasonal employee.

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

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GENERAL CONDITIONS

Revised October 2013

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1. **DEFINITIONS**

Whenever the following terms, or pronouns in place of them, are used, the intent and meaning shall be as follows:

- A. Additional or Deleted Work: Work required by the Commissioner which, in the judgment of the Commissioner, involves any addition to, deduction from or modification of the Work required by the Contract Documents. See Article # 15 - Change Orders/Compensation herein.
- B. Additional Insured: An assured party specifically named under an insurance policy that is not automatically included as an Insured under the policy of another, but for whom the named Insured's policy provides a certain degree of protection. An endorsement is typically required to effect additional insured status.
- C. Bid Bond: A surety bond in an amount stated as a percentage of the Bid, executed by the Bidder as Principal and by a surety insurer licensed by the Connecticut Insurance Department, to guarantee that the Bidder will enter into a contract within the specified time and furnish the required bond as mandated by Connecticut General Statute (CGS) Section 4b-92.
- D. Bidder: An individual, partnership, firm, corporation or other business organization submitting a bid on the Proposal Form for the Work contemplated.
- E. Bid Proposal Form: The form on which the bidder is to submit a bid for the Work contemplated.
- F. Bid Security: The Bid Bond submitted with the Bid Proposal Form, which provides that the Bidder, if awarded the Contract, will execute the Contract in accordance with the requirements of the Contract Documents and guarantee payment of damages up to the stated amount of the Bid Bond, which damages may result from failure to so execute.
- G. Change Order: Written authorization signed by the Commissioner, authorizing a modification, addition or reduction or deletion in the Work, an adjustment in the monetary value of a Contract Work Item or Items, or an adjustment in the Contract Work Time.
- H. Commissioner: The Commissioner of the Department of Energy and Environmental Protection or designee, acting directly or through specifically authorized DEEP personnel.
- I. Construction Inspector: An employee of the Department of Energy and Environmental Protection, or its Project Engineer, duly authorized to perform duties listed in Article # 5 - Authority of the Construction Inspector herein.
- J. Contract Documents: The Invitation to Bid, Proposal Form, Wage Rates, Notice to Bidders, these General Conditions, Supplemental Conditions, Technical Specifications, Plans, Addenda, Contract, Bonds and Insurance Certificates, all of which shall constitute the Contract.
- K. Contract Execution Date: The date the Contract is approved by the Attorney General's office.
- L. Contract Expiration Date: The date by which all construction, post construction and administrative actions must be completed. This is not the Work End Date.
- M. Contract Period: The period from the Contract Execution Date continuing until the Contract Expiration Date.

- N. Contract Work Time: The Contract Work Time is the number of calendar days, allotted in the bidding documents, for execution and completion of the Work, including adjustments authorized by Change Order. The Contract Work Time is the sum of all working and non-working calendar days and will be reiterated in the Notice to Proceed.
- O. Contractor: An individual, partnership, firm or corporation, under direct Contract with the Department of Environmental Protection, responsible for performing the Work under the Contract Documents.
- P. DEEP: Department of Energy and Environmental Protection.
- Q. Equal: The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the Commissioner.
- R. Execution: The Contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount exceeding three thousand dollars (\$3,000.00), by the authorized representative of the state Attorney General's office.
- S. Final Contract Value: The final approved total monetary value of the completed Contract Work based on the unit prices bid multiplied by the actual final measured quantities for unit price work items, completed Lump Sum work items, and as adjusted by approved Change Order(s).
- T. IWRD: The Inland Water Resources Division of the Bureau of Water Protection and Land Reuse of the Department of Energy and Environmental Protection.
- U. IWRD Department Representative: The IWRD Staff designated to manage this Contract.
- V. IWRD Director: The Director of the Inland Water Resources Division of the Bureau of Water Protection and Land Reuse of the Department of Energy and Environmental Protection.
- W. Labor and Material Bond: A bond in which the Contractor and the Contractor's surety guarantee to the DEP that the Contractor will pay for labor and materials furnished for use in the performance of the Contract, as required by Connecticut General Statute Section 49-41.
- X. Liquidated Damages: A sum established in the Contract Documents, as a fixed sum per day, as a measure of damages for extra Contract inspection and administration costs to be paid to the DEEP if a Contractor fails to complete the Work by the Work End Date.
- Y. Lump Sum: An item or category priced as a whole rather than broken down into its elements.
- Z. Notice to Proceed: Following Contract approval by the Attorney General's office, written Notice to Proceed will be issued by the Commissioner, to the Contractor authorizing the Contractor to proceed with the Work. The Notice to Proceed will establish the Work Start Date and Work End Date based on the Contract Work Time.
- AA. Performance Bond: A surety bond in which the Contractor and the Contractor's surety insurer guarantee to the Commissioner that the Work will be performed in accordance with the Contract Documents, as required by Connecticut General Statute Section 49-41.

- BB. Plans or Drawings: All plans, drawings, reproductions of drawings, and appurtenances pertaining to the construction of the Work.
- CC. Principal Superintendent: The employee of the Contractor who was identified on the bidding documents as available to oversee this contracted work and who has overall charge of the construction activities at the site of the Work.
- DD. Project Engineer: An employee of the DEEP or a person, partnership, corporation or other business organization under Contract with the DEEP, commissioned to perform construction administration and inspection duties during construction.
- EE. Project Specific Conditions: These are Supplemental Conditions applicable to specific and special requirements and conditions of the project.
- FF. Properly Executed Invoice: Following the Commissioners approval and signature of periodic payment invoice and the invoice being date stamped in the DEEP Bureau of Financial and Support Services a periodic payment invoice shall be deemed a properly executed invoice.
- GG. Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which provide additional detail of portions of the Work. The Shop Drawing submission and review process is specified in Article # 11 - Shop Drawings, Catalog Cuts and Samples herein.
- HH. Special Risk Insurance: Coverage designed to provide financial protection against risks or hazards of a special or unusual nature.
- II. Subcontractor: A person, partnership, corporation or other business organization under direct contract with the Contractor supplying labor and/or materials for the Work.
- JJ. Supplemental Conditions: Supplementary general and project specific conditions and requirements which extend and modify the General Conditions to apply to any and all portions of Work under the Contract.
- KK. Technical Specifications: The description, provisions and other requirements pertaining to the method and manner of performing the Work specified under each Work Item and pertaining to the quantities and quality of materials to be furnished under the Contract and methods of measurement and payment.
- LL. Total Bid Amount: The cost summation of the Contract lump sum bid items plus the unit priced bid items based on the estimated quantities of work for the unit priced items that are shown on the proposal form.
- MM. Unit Price: A Contract per-unit price corresponding to the unit used to measure the completed and accepted quantity of an item for payment in accordance with the Contract.
- NN. Work: The construction and services required by the Contract Documents, and including all plant, labor, materials, services, supplies, equipment and other facilities provided or to be provided by the Contractor to fulfill the Contractor's obligations for completion of all the Work Items under the terms of the Contract.

- OO. Work Item: The specific construction and services required by the Contract Documents for which a separate description and payment method is provided on the Proposal Bid Form and in the Technical Specifications.
- PP. Work Start Date: The date work is to begin as established in the Notice to Proceed.
- QQ. Work End Date: The date work is to be completed as established in the Notice to Proceed unless adjustments to the Contract Work End Date are authorized by approved change orders.

2. **WORK TO BE PERFORMED**

The Work to be performed by the Contractor consists of furnishing all necessary plant, materials, equipment, supplies, labor and transportation, including fuel and water, necessary to perform all Work as required by the Contract Documents in strict accordance with the Technical Specifications, Plans and Construction Progress Schedules, all of which are made a part hereof, and including any supplemental detail drawings as may be furnished from time to time during the prosecution of the Work in explanation of said Plans.

3. **INTENT OF DOCUMENTS**

The Technical Specifications, with the accompanying Plans, are intended to describe and illustrate all materials and labor necessary to complete the Work.

4. **ALL WORK SUBJECT TO CONTROL OF THE COMMISSIONER**

- A. In the performance of the Work, the Contractor shall abide by all orders, directions and requirements of the Commissioner.
- B. The Commissioner shall determine the amount, quality, acceptability and fitness of all parts of the Work, shall interpret the Plans, Technical Specifications, Contract Documents and Change Orders and shall decide all other questions in connection with the Work.
- C. Only the Commissioner can act in matters involving revoking, altering, enlarging or relaxing any requirement of the Contract Documents. Change Orders must be authorized by the Commissioner and shall be guided by the provisions of Article 15 - Change Orders/Compensation herein.
- D. The Contractor shall use no plant, equipment, materials, methods or workers to which the Commissioner objects and shall remove no plant, materials, equipment or other facilities from the site of the Work without the permission of the Commissioner. Upon request, the Commissioner will confirm any oral order, direction, requirement or determination in writing.
- E. During the progress of the Work, the Contractor's Principal Superintendent who was identified on the bidding documents as available for this Work, and other identified workers shall remain on the job unless found to be unsatisfactory to the Commissioner. The Principal Project Superintendent shall be explicitly familiar with the Contract Documents, Specifications and Plans.

5. **AUTHORITY OF THE CONSTRUCTION INSPECTOR**

- A. The Construction Inspector employed by the DEEP or its Project Engineer, under the supervision of the Project Engineer or IWRD Department Representative, shall inspect all Work done and materials

furnished for conformance to the Contract Documents. The Construction Inspector is authorized to reject all Work found to be defective, unacceptable and nonconforming to the Contract Documents. Such inspections and rejections may extend to all or any part of the Work, and to the preparation or manufacture of the materials to be used.

- B. The Construction Inspector is not empowered to revoke, alter, enlarge or relax any requirements of the Contract Documents, or to issue instructions contrary to the Contract Documents. The Construction Inspector shall in no case act as foreman or perform other duties for the Contractor, nor shall the Construction Inspector interfere with the management of the Work by the Contractor. Any advice which the Construction Inspector may give the Contractor shall in no way be construed as binding the DEEP in any way, nor releasing the Contractor from fulfillment of the terms of the Contract documents.
- C. In any dispute arising between the Contractor and the Construction Inspector with reference to inspection or rejection of the Work, the Construction Inspector may suspend work on the non-compliant portion of the Work until the dispute can be referred to and decided by the Commissioner.

6. **CONDITIONS OF WORK**

- A. The Contractor shall carefully examine and study the conditions under which the Work is to be performed, the site of the Work, the seasonal items, constraints, water control requirements, the Plans and Technical Specifications, the form of the Contract, the General Conditions, the Supplemental Conditions, the Bonds and all other Contract Documents associated with the Work contemplated; and it will be assumed that the Contractor is satisfied as to all the requirements of the Contract Documents.
- B. The Contractor shall verify all dimensions and obtain all necessary measurements at the site. Any deterrent conditions at the site of the contemplated work, which are and were obvious and apparent during examinations of the site but are not indicated on the Plans shall be corrected by the Contractor without additional compensation.
- C. In performing the Work, the Contractor must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor, nor any inordinate disruption with the normal routine of the DEEP operating at the site.
- D. No claims for additional compensation will be considered when additional costs result from conditions made known to, discovered by, or which should have been discovered by, the Contractor prior to bidding.
- E. No claims for additional compensation will be considered when additional costs result from cold weather conditions or rising water, unless specifically authorized in the Technical Specifications.

7. **PLANS AND SPECIFICATIONS AT THE SITE**

The Contractor shall maintain in good order at the work site two (2) copies of all Plans, Contract Documents, addenda, approved Shop Drawings, Change Orders and other modifications, schedules and instructions. At least one copy is to be marked to record all changes made during construction. These shall be available at all times to the Project Engineer and the Commissioner. At the conclusion of construction, the Contractor shall turn one (1) marked up / corrected set over to the Project Engineer.

8. **STANDARD SPECIFICATIONS**

All references made to Standard Specifications and Plans refer to the latest editions in effect at the date of the proposal. The Connecticut Department of Transportation's ("CT DOT") Standard Specifications for Roads, Bridges and Incidental Construction, Form 816, original version dated 2004, as modified by subsequent supplements thereof, shall apply and be considered a part of this Specification as though it were bound herein. The Standard Specification is available on line at www.ct.gov/dot under "Publications".

9. **COMMENCEMENT AND COMPLETION OF THE WORK**

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

10. **LIQUIDATED DAMAGES**

Time is an essential element of the Contract. It is important that the project be pressed vigorously to completion. The cost to the DEEP of the administration of the Contract, including engineering, inspection and supervision, will also be increased as the time for project completion is lengthened. Therefore for each calendar day that the work shall remain uncompleted after the Contract Work time has expired, the per diem sum of liquidated damages specified in the Supplemental Conditions under Project Specific Conditions paragraph 2.J herein, shall be deducted from any money due the Contractor. Liquidated damages are not a penalty, but are a reasonable estimate of the damages caused by such delay. There will be no bonus or additional funds offered to the Contractor because of the Contractor's decision to complete the project before the end of the Contract Work Time.

The Commissioner has the right to deduct the amount of the liquidated damages assessed against the

Contractor from any estimated payment for work performed under the Contract or to recover such sums by process of law.

- A. The Liquidated Damages, provided for in the Bidding Documents, will be assessed against the Contractor for each day beyond the current Work End Date needed for completion of the Work.
- B. The Liquidated Damages or any portion thereof may be waived at the sole discretion of the Commissioner.
- C. No payment by the DEEP, either partial or final, shall be construed to waive the Commissioner's right to seek Liquidated Damages.

11. SHOP DRAWINGS, CATALOG CUTS AND SAMPLES

- A. Shop drawings, catalog cuts and samples shall be submitted in the number of copies and manner as directed by the Technical Specifications and shall show all work and materials in detail. Details on the shop drawings shall be large scale and/or full size.
- B. The Contractor shall review the shop drawings, catalog cuts and samples, stamp with approval and submit them with such promptness and in orderly sequence to the Project Engineer as to cause no delay in the Work. Shop drawings, catalog cuts and samples shall be properly identified as specified for item, material, workmanship (when required), and project. At submission, the Contractor shall inform the Project Engineer, in writing, of any deviation in the shop drawings, catalog cuts and samples from the requirements of the Contract Documents.
- C. The Project Engineer shall review shop drawings, catalog cuts and samples with reasonable promptness but only for conformance with the design concept of the project and with the information given in the Contract Documents.
- D. The Contractor shall make any corrections required by the Project Engineer and shall resubmit the required number of corrected copies of shop drawings, catalog cuts and samples.
- E. The Project Engineer's review and approval of shop drawings, catalog cuts and samples will be general only and shall not relieve the Contractor of responsibility for errors in dimensions, for construction and fit, or for any departure from the Contract requirements unless such departure has received the Commissioner's written approval.
- F. No work governed by shop drawings, catalog cuts or samples shall be fabricated, delivered or installed until final approval by the Commissioner is obtained.

12. SEPARATE CONTRACTS

- A. The Commissioner reserves the right to perform work in connection with the Contract with its own forces, or to let separate contracts relating to the Work site or for work on adjoining sites. In such cases, the Contractor shall afford such parties reasonable opportunity for storage of materials and equipment and for the installation of their work.
- B. Contractors working in the same vicinity shall cooperate with one another and, in case of dispute, the decision of the Commissioner shall be complied with by all contractors involved.
- C. The Contractor shall assume all liability, financial or otherwise, in connection with this Contract and

shall protect and hold harmless the DEEP from any and all damages or claims that may arise because of inconvenience or delay which the Contractor may cause other contractors. If the Contractor experiences a loss because of the presence and operations of other contractors working adjacent to or within the limits of the same project, the Contractor shall bear such loss.

- D. In no event shall the DEEP be responsible for any claim or damages that are the result of the Contractor's failure to coordinate the Work with any contractor or subcontractor.

13. **USE OF PREMISES, SPECIAL WORKING CONDITIONS**

- A. The Contractor shall confine the Contractor's apparatus, storage of materials, supplies, equipment and operations to the areas bounded by the Contract and grading limits, and as directed by the Project Engineer.
- B. Parking for Contractor's employees will be limited to an area designated by the Project Engineer.
- C. Existing walks, driveways and parking areas shall be kept free and clean at all times. Any damage to these areas caused by the Contractors activities shall be repaired to the same or better condition prior to the completion of the work at the site.

14. **QUALITY CONTROL**

The Contractor shall establish and maintain quality control for all items set forth herein. The Contractor shall record on daily reports any problems in complying with statutes, laws, regulations and ordinances and the corrective actions that were taken.

15. **CHANGE ORDERS/COMPENSATION**

- A. If such Change Orders make the Work less expensive for the Contractor, the proper deductions shall be made from the applicable Work Items and will reflect in the Final Contract Value, said deductions to be computed in accordance with the provisions listed below in this Article.
- B. The Contractor may request, and the Commissioner may grant, through a change order, additional Contract Work Time when, in the opinion of the Commissioner, the Contractor has demonstrated that such additional work cannot be performed concurrently with the original Work.
- C. The amount of compensation to be paid to the Contractor for any additional or deleted work so ordered shall be determined in one of the following manners:
 - i) By unit prices stated in the Contract Documents.
 - ii) By a lump sum and computed as follows:
 - a) The cost of labor performed and materials and equipment used by the Contractor or the Contractor's subcontractors with their own forces.
 - b) The cost of Worker's Compensation, Federal Social Security and Connecticut Unemployment Compensation at established rates as well as all fringe benefits applying to the particular trades involved.
 - c) The Contractor's overhead and profit on work performed by the Contractor's own forces and

subcontractors' overhead and profit on work performed by their own forces shall not exceed:

Change Order Amount (\$)	Overhead & Profit
0 to 5,000.00	20%
over 5,000.00 to 15,000.00	17%
over 15,000.00 to 25,000.00	15%
over 25,000.00	12%

If the work to be performed results in a credit to the DEEP, no percentage of overhead and profit will apply.

d) On work performed by a subcontractor, the Contractor's mark up for overhead and profit shall not exceed 6%.

e) The Contractor shall, when requested, promptly furnish in a form satisfactory to the Commissioner itemized statements of the cost of work so ordered, including but not limited to certified payrolls and copies of accounts, bills and vouchers to substantiate the above actual costs.

D. If unit prices are not applicable and the parties cannot agree upon a lump sum, the Commissioner may:

i) Order the work done and compensated for in the following manner: by actual cost of the material; wages of applied labor including allowed travel, room and board where applicable, insurance and taxes imposed by law on labor employed on the work; engineering and drafting; rental for equipment (other than tools); as well as all fringe benefits applying to the particular trades involved. The Contractor shall receive the listed overhead and profit as indicated in Article# 15 subparagraph C.ii.c and d herein.

ii) Omit any part of the work ordered and shall adjust the Total Bid Amount in the amount as the Commissioner determines.

E. If the Contractor wishes to make a request for an increase in the Final Contract Value or for any damages sustained as a result of changes in the Work, the Contractor shall give the DEEP, through the Project Engineer, written notice thereof within seven (7) calendar days after the occurrence of the event giving rise to such request. No such request shall be valid unless the notice is in writing. In addition, the Contractor shall file with the DEEP, via Project Engineer, daily or weekly itemized statements of the details and cost of such work performed or damage sustained as may be required by the Commissioner. The Commissioner or designee in their sole discretion may allow or disallow the claim.

16. CONTRACTOR'S INSURANCE

A. The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance required by the Contract Documents and until such insurance has been approved by the Commissioner. The Contractor shall not allow any subcontractors to commence work on their subcontracts until all similar insurance required of the subcontractors has been so obtained and approved or the Contractor's insurance provides coverage on behalf of the subcontractors. Presented below is a narrative summary of the insurance required.

i) Commercial General Liability insurance including contractual liability, products/completed operations, broad form property damage, premises and operations, and independent contractors. The limits shall be no less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.

- ii) Owner' and Contractor's Protective Liability insurance providing a total limit of \$1,000,000 for all damages arising out of bodily injury or death of persons in any one accident or occurrence and for all damages arising out of injury or destruction of property in any one accident or occurrence and subject to a total (aggregate) limit of \$2,000,000 for all damages arising out of bodily injury to or death of persons in all accidents or occurrences and out of injury to or destruction of property during the policy period. This coverage shall be for and in the name of the State of Connecticut.
 - iii) Automobile Liability insurance providing a \$1,000,000 combined single limit per accident per bodily injury. Coverage Extends to owned, hired and non-owned automobiles. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$2,000,000. This coverage shall be provided on a primary basis. Should the Contractor not own any motor vehicles, the automobile & liability requirement shall be amended to allow the Contractor to maintain only hired and non-owned liability.
 - iv) Excess Liability (other than Umbrella Form) insurance in the amount of \$5,000,000 for bids of \$1,000,001 to \$10,000,000 and in the amount of \$10,000,000 for bids of \$10,000,001 to \$20,000,000.
 - v) Workers' Compensation and Employer's Liability Statutory coverage in compliance with the compensation laws of the State of Connecticut. Coverage shall include Employer's liability with minimum limits of \$100,000 each accident, \$500,000 disease policy limit and \$100,000 disease each employee. When the Work is on or contiguous to navigational bodies of waterways and ways adjoining, the Contractor shall include Federal Act endorsement for U.S. Longshoremen's and Harbor Workers Act.
- B. Each insurance policy required to be maintained by the Contractor, except Workers' Compensation, shall endorse the State of Connecticut as an Additional Insured. Additional Insured endorsements shall provide coverage on a primary basis.
- C. The Contractor's insurer shall have no right of recovery or subrogation against the State.

17. **ESTIMATED QUANTITIES**

The Estimated Quantities for the Work have been furnished on the Proposal Form and have been used to compute the Total Bid Amount. Within the limits of the Total Bid Amount, Change Orders notwithstanding, the Contractor will be required to complete the work specified herein at the prices submitted in the Proposal, whether it involves quantities greater or lesser than the Estimated Quantities. The Contractor will be compensated only for work actually performed and materials actually used.

18. **CORRECTION OF WORK BEFORE FINAL PAYMENT**

- A. The Commissioner shall issue written notice to the Contractor of rejected materials that fail to conform to the Contract Documents. Upon receipt of such notice, the Contractor shall promptly, without expense to the DEEP, remove from the work site all such materials whether incorporated into the Work or not.
- B. The Commissioner shall issue written notice to the Contractor of unacceptable Work that fails to conform to the Contract Documents. Upon receipt of such notice, the Contractor shall promptly,

without expense to the DEEP, make good all work including the work of other contractors or subcontractors that was destroyed or damaged during the process of rectifying the unacceptable work.

- C. If the Contractor fails to remove such rejected or unacceptable materials within the time fixed in the notice, the DEEP may remove and store such materials at the expense of the Contractor. The DEEP's removal will not affect the obligation of the Contractor to replace the complete assembly and installation of the Work and to bear the expenses referred to above. Costs incurred by the DEEP for necessary removal and storage will be recovered by the processing of a Change Order reducing the value of the appropriate bid item or by alternative Contract value adjustment method.
- D. If the Commissioner deems it inexpedient or undesirable to correct any portion of the Work not done in accordance with the Contract Documents, the reduction in the final value of the Work will be recovered by the processing of a Change Order reducing the value of the appropriate bid item or by alternative Contract value adjustment method.

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

- A. The Contractor shall warrant that the equipment, materials and workmanship are of good quality and new, unless permitted elsewhere by the Contract documents, and that the Work shall be free from defects not inherent in the quality required or permitted and that the Work conforms to the Contract Documents. Final payment to the Contractor shall not relieve the Contractor of the responsibility for the defects in materials or workmanship.
- B. Unless expressly provided for otherwise in the Contract Documents, the Contractor shall remedy any defective work appearing within one (1) year from the date of completion and shall pay for any damage to other work caused by such defective work or occasioned in correcting the same.
- C. The Contractor shall supply copies of any written manufactures' warranties or guarantees to the Commissioner.

20. WAGE RATES

- A. In accordance with the provisions of Connecticut General Statutes Section 31-53 the following applies:
"The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of Section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day."

Pursuant to Connecticut General Statutes Section 31-53 (g) "[t]he provisions of this section shall not apply where the total cost of all work to be performed by all contractors and subcontractors in connection with new construction of any public works project is less than four hundred thousand dollars or where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any

public works project is less than one hundred thousand dollars."

- B. The Contractor shall provide a certified copy of the payroll for all persons working on the site to the Project Engineer for each pay cycle.

21. POSTING WAGE RATES

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

22. PREFERENCE IN EMPLOYMENT

- A. Should this Contract be for the construction or repair of any building, then in the employment of labor to perform the Work specified herein, preference shall be given to citizens of the United States, who are, and continuously for at least three (3) months prior to the date hereof have been, residents of the labor market area, as established by the State of Connecticut Labor Commissioner, in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in the county in which the Work is to be performed for at least three (3) months prior to the date hereof, and then to citizens of the State who have continuously resided in the State at least three (3) months prior to the date hereof. In no event shall said provisions be deemed to abrogate or supersede, in any manner, any provision regarding residence requirements contained in a collective bargaining agreement to which the Contractor is a party.
- B. Should the Contract be for a public works project other than for the construction, remodeling or repairing of public buildings covered by Connecticut General Statute Section 31-52 then in the employment of mechanics, laborers or workers to perform the Work specified herein, preference will be given to residents of the State who are, and continuously for at least six (6) months prior to the date hereof have been, residents of this State, and if no such person is available then to residents of other states.
- C. The provisions of this Article shall not apply where the State or any subdivision thereof may suffer the loss of revenue granted or to be granted from any agency or department of the federal government as a result of this Article or regulations related thereto.

23. WORKING CONDITIONS

In prosecuting the work of this Contract, the Contractor shall provide working conditions on each operation that shall be as safe and healthful as the nature of the operation permits. The Contractor shall comply with all safety and sanitary rules, laws and regulations.

24. WORKING HOURS

Unless specifically authorized by the IWRD Department Representative, no work shall be done between the hours of 6:00 p.m. and 7:00 a.m., nor on Saturdays, Sundays or legal holidays, except as necessary for the proper care and protection of the Work already performed. If it becomes necessary (as approved by the Commissioner) to perform work at night, the Project Engineer shall be informed at a reasonable time in advance of the beginning of the performance of such work. Only such work shall be performed at night as can be done in a satisfactory manner and at a level of workmanship in conformance with all requirements of the Contract Documents. Adequate lighting and all other necessary facilities for carrying out and inspecting the work in compliance with all applicable State and Federal health and safety requirements shall be provided and maintained at all locations where

such work is being performed.

25. HOURS OF WORK

- A. No person shall be employed to work or be permitted to work more than eight (8) hours in any day or more than forty (40) hours in any week on any work provided for in this Contract.
- B. The operation of such limitation of hours of work may be suspended during an emergency, upon the approval of the Commissioner.

26. MATERIALS: STANDARDS

- A. Unless otherwise specifically provided for in the Contract Documents, all equipment, materials and articles incorporated in the Work are to be new and of the best grade of their respective kinds for the purposes. Wherever in the Contract Documents a particular brand or make of material, device or equipment is shown or specified, such is to be regarded as the standard. If two or more brands are shown or specified, they are to be regarded as equal.
- B. Any other brand or make of material, device or equipment which, in the opinion of the Commissioner, is the equal in substance and function to that specified, considering finish, workmanship, durability, economy of operation and suitably for the purposes intended, will be accepted.
- C. Prior approval by the Commissioner for the use of other than specified materials, devices or equipment shall be obtained before the Contractor proceeds with the work. The Commissioner's decision in this regard shall be final and binding on the Contractor.
- D. No extension of time will be allowed for the time required for consideration of any article or material proposed as a Substitute by the Contractor; neither will any extension of time be allowed nor any responsibility be assumed by the DEEP when the Contractor submits a request for changes in articles or materials or form of construction from those shown or specified, whether such request be granted or denied.
- E. The Contractor shall purchase no materials or supplies for the Work which are subject to any chattel mortgage or which are under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that the Contractor has good title to all materials and supplies used in the Work.
- F. Existing materials on site which can be approved for use or re-use for work under this Contract shall be used or reused whenever possible. The actual quantities of existing materials that are used in the work shall be measured and the value of such material shall be negotiated and be factored into the quantities estimates for payment requisitions so that the State receives credit for the value of such materials.

27. SUBSTITUTE MATERIALS

The Commissioner and/or Project Engineer reserve the right to reject a proposed Substitute Material. If required, the Contractor must submit data from either the material supplier / manufacturer or a testing laboratory certifying that the proposed material is equivalent to the material specified in the Contact documents. In addition, the Commissioner and/or the Project Engineer may require that such material have been used and approved by the Connecticut Department of Transportation on other

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

28. ROYALTIES AND PATENTS

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

29. DELIVERY, STORAGE AND HANDLING

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

30. FOREIGN MATERIALS

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

31. CUTTING, FITTING, PATCHING AND DIGGING

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

32. DISPOSAL OF SURPLUS AND UNSUITABLE MATERIAL

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

33. REMOVAL OF REJECTED OR CONDEMNED MATERIALS

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

34. CONSTRUCTION EQUIPMENT

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

35. INSPECTION AND TESTS

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

36. UTILITIES

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

37. SURVEYS, PERMITS AND REGULATIONS

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

38. PROTECTION OF THE WORK, PERSONS AND PROPERTY

- A. The Contractor shall continuously and adequately protect the Work against damage from any cause, shall protect all materials and supplies furnished by the Contractor or subcontractors, whether or not incorporated in the Work, and shall make good any damage, unless it is directly due to errors in the Contract Documents or is caused by agents or employees of the DEEP.
- B. To the extent required by law, public authority or made necessary in order to safeguard the health and welfare of the personnel or occupants of any state institutions, the Contractor shall adequately

protect adjacent property and persons, and provide and maintain all facilities, including but not limited to passageways, guard fences, lights, barricades, and other facilities necessary for such protection.

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

39. WORK IN INCLEMENT WEATHER

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

40. DUST AND SPILLAGE CONTROL

- A. The Contractor shall take appropriate measures to control the generation and migration of dust from

the Contractor's activities at the site. Water for dust control shall be provided and applied whenever required or as ordered by the Project Engineer or Commissioner.

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

41. **WINTER EROSION CONTROL MEASURES**

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

42. **PROPERTY PROTECTION AND RESTORATION**

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

43. **PROTECTION OF ENVIRONMENTAL RESOURCES**

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

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

- E. Runoff from the construction site shall be controlled by the construction of diversion ditches, benches and berms to retard and divert runoff to protected drainage courses, and any measures required by area wide plans approved under Paragraph 208 of the Clean Water Act.
- F. The Contractor shall construct or install all temporary erosion control features as indicated on the Plans. Temporary erosion control measures such as berms, dikes, drains, grassing and mulching shall be maintained until construction of the project is completed.
- G. The Contractor's field offices, staging areas, stockpile storage and temporary buildings shall be placed in areas designated on the submitted Plan. Temporary movement or relocation of the Contractor's facilities shall be made only on approval by the Commissioner.
- H. Borrow areas shall be managed to minimize erosion and to prevent sediment from entering nearby watercourses.
- I. Spoil areas shall be managed and controlled to limit spoil areas and to prevent erosion of soil or sediment from entering nearby watercourses. Spoil areas shall be developed in accordance with the grading plan indicated on the Plans.

44. **NONCOMPLIANCE WITH ENVIRONMENTAL LAWS, ETC.**

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

45. **CLEAN UP**

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

SUPPLEMENTAL CONDITIONS

1. **Definitions:** The terms used herein are as defined in the General Conditions of a Construction Contract.
2. **Project Specific Conditions:**
 - A. **Description of Project:** The Work to be performed generally includes, but is not limited to, construction of improvements to the Tide Gate and Great Creek Outlet Structure, including: demolition of training walls, piles and a concrete headwall, providing a box culvert extension, training walls and piles, grouted riprap pad, fencing; interior repair of the existing box culvert, and power-washing the interior of the existing tide gate structure and box culvert.
 - B. **Threatened Species and Restrictions:** The Federal and State threatened Piping Plover (*Charadrius Melodus*) utilize Silver Sands State Park. To limit potential impacts, no construction activities on the beach or to the outlet structure will occur during this species nesting season which is April 15 through August 30, without prior written authorization from the State of Connecticut Department of Energy and Environmental Protection (CT DEEP).
 - C. **Environmental Permits:** Project specific environmental permits were issued during design and are attached in the appendices of these contract documents. The information found elsewhere in these contract documents shall take precedent in the event of a discrepancy between the conditions of the permit and the contract documents.
 - D. **Location of Project:** Great Creek Outlet, Silver Sands State Park, Milford, CT.
 - E. **Contract Work Time:** 120 calendar days.
 - F. **Project Engineer:** Fuss & O'Neill, Inc., 146 Hartford Road, Manchester, CT 06043
 - G. **Temporary Utilities:** Contractor is required to provide temporary electricity to the site trailer and for whatever construction needs he may have, including a portable generator, if necessary. In addition, the Contractor shall provide necessary toilet accommodations and drinking water for the workers. Separate toilet facilities are required if women are employed at the site. Contractor must also provide for telephone service in his office and in the DEEP representatives office. Contractor is required to pay for his office phone and all job related telephone calls in the DEEP representative's office.
 - H. **Site Trailer:** The contractor shall provide a trailer on site for the DEEP representative and for the Engineer. The field office shall have ample lighting, a heater, air conditioning and be furnished with a minimum of 1 desk, 1 drafting table, 1 table with 6 chairs, 1 fire-proofed file cabinet, 1 water cooler with hot and cold water, 1 copier, 1 fax machine, 1 telephone with answering machine and an office security system (see specification section 01 50 00).
 - I. **Access to Site:** Access to the site is from east Broadway. As further described in the Supplemental Conditions, the contractor must bear in mind that this is a public recreational site; closures of specific areas of the site must be coordinated with the Engineer. Staging and storage areas will be set up where indicated on the drawings.

- J. **Construction Pictures:** The Contractor shall provide a comprehensive series of construction photographs showing different views of the progress of the work and key elements of construction. Photographs shall be taken with a digital camera acceptable to the DEEP/IWRD, not modified or edited, and at least 100 shall be taken over the course of each month. Photographs shall indicate the subject and date taken of each picture and delivered each month to the Engineer on a disc.
- K. **Progress Meetings:** Progress meetings will be held weekly at the job site for the purpose of reviewing, scheduling and coordinating the project's progress as well as other construction related matters.
- L. **Liquated Damage Rate Per Day: \$1,300.00**
- M. **Signs:**
- i. The Contractor shall supply and erect a project sign at the site similar to that shown on JSS-1.
 - ii. The overall size of the sign shall be 6 feet by 4 feet. The lettering shall be black on a white background and the lettering size shall be as depicted on Job Site Sign (JSS-1).
 - iii. The sign shall be 3/4 inch grade A-B exterior plywood and shall be mounted on two 4 inch by 4 inch (nominal size) pressure treated pine posts. Two coats of white oil base undercoat shall be applied to the back and edges and one coat to the front. The background and lettering on the front shall be a good grade outdoor enamel.
3. **Commissioner:** For the purposes of this Contract, "Commissioner" means the Commissioner of the Connecticut Department of Energy & Environmental Protection or designee.
4. **Work:** The Contractor shall perform the work in accordance with this contract, including all documents incorporated by reference, and all work required by Change Orders, and/or amendments to the contract.
5. **Documents Incorporated by Reference:** The parties to this contract, as part of the consideration hereof, agree that the following documents are incorporated herein by reference and made a part hereof and available at DEEP:
- A. **Bid Package** dated July 2014 which contains the Invitation to Bid, Instructions to Bidders, Proposal Form, Standard Bid Bond, Statement of Bidder's Qualification, Notice to Bidders, Instructions to Lowest Qualified Bidder, Wage Rates, Contract Compliance Information and Forms, Certificate of Insurance, Performance Bond, Labor and Material Bond, and any Addenda(s) to the Bid Package;
 - B. **Technical Specifications:** dated July 2014.
 - C. **Plans Entitled: "PROPOSED TIDE GATE AND OUTLET STRUCTURE IMPROVEMENTS, GREAT CREEK OUTLET STRUCTURE, WR-SR-08401589SJ-2014-01".**

- D. **General Conditions of a Construction Contract:** Work is to be performed in accordance with the General Conditions, which describe the conditions and how and when the work is to be performed.
 - E. **Supplemental Conditions:** The General Conditions are extended and modified by the Supplemental Conditions which include project specific conditions and special requirements applicable to all portions of the Work.
6. **Contract Documents:** The Contract Documents are complementary, and neither party to the Contract shall take advantage of any obvious error or apparent discrepancy in the Contract Documents. The Contractor shall give immediate written notification of any error or discrepancy discovered to the Project Engineer, who shall take the necessary actions to obtain such corrections and interpretations as may be deemed necessary for the completion of the Work in a satisfactory and acceptable manner. Where discrepancies or conflicts occur in the Contract Documents the following order of precedence shall be utilized:
- A. **Addenda to the Plans and Technical Specifications** shall take precedence over previously issued Contract Documents.
 - B. **Specifications** shall take precedence over the Plans.
 - C. **Stated dimensions** shall take precedence over scaled dimensions.
 - D. **Large-scale detail drawings** shall take precedence over small-scale drawings.
 - E. **Schedules** shall take precedence over other data on the Plans.
7. **Compliance with Local, State, and Federal Authority:** The Contractor shall ensure the Project is in full compliance with all Local, State, and Federal laws and requirements for permitting or authorizations necessary for the work, including those for Flood Management and the NFIP.
8. **Documents Furnished:** Five (5) copies of the Plans and Specifications will be provided by DEEP to the Contractor. If more are required, the Contractor shall pay the cost of reproduction to the DEEP.
9. **Prior Approvals Needed for Subcontracts, Schedules, Shop Drawings, Plans, etc.:** The Contractor shall obtain written approval from the Project Engineer and the Commissioner for all subcontracting, schedules, shop drawings, supplemental plans, and designs needed for the Construction Activity, prior to undertaking the related work.
10. **Notice to Proceed / Contract Work Time:** Following Contract approval, the Commissioner will issue written notice to the Contractor in the form of a Notice to Proceed, stating the Contract Work Time and establishing the Work Start Date and Work End Date. The Notice to Proceed authorizes the Contractor to proceed with the Work associated with the Contract. The Contractor shall submit the following within one (1) week of receipt of Notice to Proceed:
- A. **Schedule of Values:** A Schedule of Values for the lump sum bid items for use when estimating periodic payments. The sum of the unit cost items and the Schedule of Values items shall equal the Total Bid Amount. The Schedule of Values shall break down the lump sum bid items into measurable quantities with unit costs and must reflect the true costs and be in sufficient detail to be an effective tool for monitoring

the progress of the Work. Upon request, the Contractor shall supply to the Commissioner copies of supportive documentation, such as signed contracts or vendor quotations, which documents form the basis of the values assigned to the bid items.

- B. **Environmental Protection Plan:** An Environmental Protection Plan for the approval of the Commissioner in accordance with the provisions herein specified. The Environmental Protection Plan shall include but not be limited to the following:
- i. A list of Federal, State and Local laws and regulations concerning environmental protection, pollution control and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws and regulations.
 - ii. Methods for protection of features to be preserved within authorized work areas. The Contractor shall prepare a listing of methods to protect resources needing protection, i.e., trees, shrubs, vines, grasses and groundcover, landscape features, air and water quality, fish and wildlife, soil, historical, archeological and cultural resources.
 - iii. Procedures to be implemented by the Contractor to provide the required environmental protection and to comply with applicable laws and regulations. The Contractor shall set out the procedures to be followed to correct pollution of the environment due to accident, natural causes or failure to follow the procedures set out in accordance with the Environmental Protection Plan.
 - iv. The location of the nearest suitable solid waste disposal area and a permit allowing the Contractor to use those facilities.
 - v. Drawing showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials.
 - vi. Environmental monitoring plans for the job site, including land, water, air and noise monitoring as necessary, and if required by the Project Engineer.
 - vii. Traffic control plan when necessary.
 - viii. Methods of protecting surface and ground water during construction activities.
 - ix. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. The plan should include measures for establishing the limits of use areas.
- C. **Water Handling / Control Plan:** The Contractor is responsible for all dewatering required to complete the Contract. This includes, but is not limited to pumping, wellpoints, trenches, excavations, water control structures and cofferdams, which may be required to properly complete the Work. Particular attention is called to the fluctuation of water levels due to precipitation. No extra compensation will be allowed due to water level fluctuation. The Contractor shall submit the Water Control Plan via the Project Engineer for the approval of the Commissioner within one (1) week after the Notice to Proceed. See above Item 5.B - Technical Specifications.
- D. **Soil Erosion and Sediment Control Plan:** All watercourses shall be protected from sedimentation, both during and after construction. The Contractor shall control

erosion and sedimentation problems in accordance with the 2002 Connecticut Guidelines For Soil Erosion and Sediment Control (available at local libraries) prepared by The Connecticut Council on Soil and Water Conservation in cooperation with the Connecticut Department of Energy and Environmental Protection. The Contractor shall submit a plan showing the proposed Sediment and Erosion Control measures via the Project Engineer for the approval of the Commissioner within one (1) week after the Notice to Proceed.

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

12. **Construction Progress Schedule:**
 - A. Within one (1) week after receipt of the Notice to Proceed, and prior to commencement of any Work on site, the Contractor shall prepare a construction progress schedule. The construction progress schedule shall indicate proposed scheduling of the items of Work listed in the Technical Specifications such that the Work is completed by the Work End Date. The schedule shall also indicate the activities of all subcontractors to be utilized and the portions of the Work that they will be performing.
 - B. Within one (1) week after the Notice to Proceed, the Contractor shall initiate meetings with the Project Engineer and the Commissioner to present and evaluate the Construction Progress Schedule. The Contractor shall submit three (3) copies of the agreed upon Construction Progress Schedule to the Commissioner and one copy to the Project Engineer.
 - C. The Contractor shall continually, or at least weekly, evaluate the progress of the Work, comparing it to the schedule. If the Work is found to be behind schedule, the Contractor shall within three working days, initiate a meeting with all involved parties to reevaluate and revise the Construction Progress Schedule. Any time the Construction Progress Schedule is revised significantly either by alteration of priority or by Change Order, the Contractor shall submit the revised schedule to the Commissioner and Project Engineer.

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

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

Jennifer L. Perry, P.E.
Supervising Environmental Analyst
Inland Water Resources Division
Connecticut Department of Energy and Environmental Protection
Bureau of Water Protection and Land Reuse
79 Elm Street
Hartford, CT 06106-5127

15. **Subcontracting Coordination:** The Contractor is responsible for and shall control the activities of the Contractor's subcontractors and notify the Commissioner of all proposed subcontractors at least two weeks prior to award. The Commissioner reserves the right to disapprove subcontract awards. The subcontractors shall consult and cooperate with one another. Each subcontractor shall furnish all necessary information to other subcontractors and shall lay-out and install their own work so as to avoid any delays or interference with the work of others by failure to observe the above coordination requirements shall be borne by the Contractor.
16. **Change Orders:** The parties agree that the Commissioner may order changes in the contract work, including changes in quantities and alterations in work or work days, which are necessary for satisfactory completion of the project, without invalidating any provision of the contract, and without providing notice to the sureties, provided that the Commissioner authorizes the work change on a written Change Order form, and providing that the Commissioner does not exceed the funding limits for the project.

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

Failure of the Contractor to negotiate in good faith issues of the time and costs or failure of the Contractor to provide requested documentation within fourteen (14) days, or an alternate time period accepted by the Commissioner, may result in the Commissioner issuing a unilateral Change Order in an amount deemed to be fair and equitable by the Commissioner.

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

Upon receipt of the Change Order, the Contractor shall proceed with the work as provided in the Change Order. Work associated with a Contractor's requested change that begins before the Contractor has received the Commissioner's Change Order shall be at the Contractor's risk, and the Contractor may not be compensated for it. The amount of

compensation to be paid to the Contractor for any deleted or additional work authorized by a Change Order shall be in accordance with the methods contained in the General Condition, Article 15 Change Order/Compensation, incorporated by reference.

17. **Corrected Plans and Specifications:** Following completion of the Project, the Contractor shall submit to the Project Engineer one (1) corrected set of Plans and Specifications (Plans, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modification, Schedules and Instruction).
18. **Change in the Principal Superintendent:** Any changes in the Principal Superintendent, who was identified on the bidding documents as available to oversee this work, must be requested in writing and approved in writing by the Commissioner. In the event of any unapproved change in the Principal Superintendent, the Contract may be terminated or suspended at the Commissioner's sole discretion.
19. **Periodic Payments:**
 - A. The Contractor may submit periodic payment invoice requests no more than once a month to the Commissioner via the Project Engineer. The partial payment invoice requests shall be subdivided into items that correspond with the bid items in the proposal form and the approved Schedule of Values. Each periodic payment invoice request may include estimates of the value of the work completed to date and for materials suitably stored on the site.
 - B. The Project Engineer shall review the periodic payment invoice requests and documentation for accuracy, completeness, and compliance with the Contract and provide a recommendation to the Commissioner on whether to approve payment. The Project Engineer shall notify the Contractor of any discrepancies and/or problems with the invoice and/or the documentation, and give the Contractor an opportunity correct the invoice and/or submit supporting documentation as agreed upon.
 - C. Upon approval of the periodic payment invoice, the Commissioner shall endeavor to make the payment of a Properly Executed Invoice within forty-five (45) days.
 - D. In making such periodic Payments for the Work, the Commissioner shall deduct two and one half percent (2.5%) of the estimated amount of each Partial Payment and retain it until the completion of the entire Contract in an acceptable manner. Reference is hereby made to Connecticut General Statute 49-41b.
20. **Statement of Amounts Due:** With any request for a Periodic Payment, the Commissioner reserves the right to require the Contractor to submit written, verified statements, in a form satisfactory to the Commissioner, showing in detail all amounts then due and unpaid by the Contractor or subcontractors for wages to persons employed by them under the Contract for the performance of the Work at the site, or to other persons for materials, equipment, or supplies delivered at the site.
21. **Department of Energy & Environmental Protection's Right To Withhold Payments:**
 - A. The Commissioner may withhold a portion of any Periodic Payment due the Contractor that may, in the judgment of the Commissioner, be necessary:
 - i. To assure the payment then due and unpaid to any persons supplying labor or

materials for the work.

- ii. To protect the Commissioner from loss due to defective, unacceptable or non-conforming work not remedied by the Contractor.
 - iii. To protect the Commissioner from loss due to injury to persons or damage to the work or property of other contractors, subcontractors or others caused by the act or neglect of the Contractor or any of the Contractor's subcontractors.
- B. The Commissioner may apply any amount withheld under this Article, as the Commissioner may deem proper. The amount withheld shall be considered a payment to the Contractor.

22. **Final Payment Approval:**

- A. Upon the completion of the work, the Project Engineer and Contractor shall make final measurements of all quantities of unit priced work and shall confirm that all lump sum work has been completed in accordance with the Contract. The Contractor shall submit a final payment requisition with the final amount (including Change Orders) to the Commissioner via Project Engineer. The final payment requisition shall be subdivided into items that correspond with the Work Items in the proposal form and Technical Specifications and shall include documentation of the final quantities and completeness of the Work and shall list all approved Change Orders.
- B. The Project Engineer shall review the final payment invoice and documentation for accuracy, completeness, and compliance with the Contract and provide a recommendation to the Commissioner on whether to approve payment. The Project Engineer shall notify the Contractor of any discrepancies and/or problems with the invoice and/or the documentation, and give the Contractor an opportunity correct the invoice and/or submit supporting documentation as agreed upon.
- C. Upon approval of the final payment invoice, the Commissioner shall endeavor to make the payment of a Properly Executed Invoice within forty-five (45) days.
- D. Upon approval of the final payment requisition, the Commissioner will authorize the Final Payment for the Final Contract Value that includes approved Change Orders and other adjustments. In making such final payment for the Work two and one half percent (2.5%) of the final amount shall be deducted and retained by the Commissioner. The retainage will be held for a period of time as determined by the Commissioner to be necessary to ensure that the Work is satisfactory and that all conditions at the work site are acceptable. Reference is hereby made to Connecticut General Statute Section 49-41b.
- E. All prior estimates and payments, including those relating to extra or additional work, shall be subject to correction by this Final Payment.
- F. No payment, final or partial, shall act as a release to the Contractor or the Contractor's Surety from any obligations under this Contract.

23. **Overpayment:** The total of all payments released from the Commissioner shall not exceed the Final Contract Value. The Final Contract Value is based on the final measured and accepted Work Items completed and includes approved Change Orders. Should total payments exceed the Final Contract Value, the overpaid funds must be returned to the

Connecticut Department of Energy and Environmental Protection through a check made payable to "DEEP" within 30 days of written notice of overpayment.

24. **Recording and Documentation of Receipts and Expenditures:** The Contractor shall implement accounting procedures that provide for accurate and timely recording of all expenditures. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
25. **Amendment to the Contract:** Formal written amendment of this Contract is required to change the terms and conditions of this Contract and any prior amendments, except for changes in work authorized by Change Orders in a construction contract.
26. **Campaign Contributions:** For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached SEEC Form 11.
27. **Summary of State Ethics Laws:** Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
28. **Officials Not to Benefit:** No member of or delegates to the Congress of the United States of America, no resident Commissioner, and no elected or appointed municipal official shall be admitted to any share or part hereof or to any benefit to arise herefrom.
29. **Severability:** The provisions of this Contract are severable. If any part of it is found unenforceable, all other provisions shall remain fully valid and enforceable, unless the unenforceable provision is an essential element of the bargain.
30. **Forum and Choice of Law:** The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

31. **Subletting or Assigning Of The Contract:** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
32. **Indemnify / Hold Harmless:** The Contractor shall at all times indemnify and save harmless the State of Connecticut, including the Department of Energy & Environmental Protection, and their respective officers, agents and employees, on account of any and all claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the officers, agents and employees of said State or Department, or of the Contractor, the Contractor's subcontractors or suppliers, and from injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons on or near the Work, or by any other person or property, real or personal (including property of said State or Department) caused in whole or in part by the acts, omissions or neglect of the Contractor including but not limited to any neglect in safeguarding the Work or through the use of unacceptable materials in constructing the Work of the Contractor, any subcontractor, supplier or anyone directly employed by them or any of them while engaged in the performance of the Contract, including the entire elapsed time from the date of the Notice to Proceed or the actual commencement of the Work whichever occurs first until its completion as certified by the Department of Energy & Environmental Protection.
33. **Termination:** This agreement shall remain in full force and effect for the entire term of the contract period stated unless terminated by the Commissioner giving the Contractor written notice of such intention at least 30 days in advance. The Commissioner may terminate the Contract whenever the Commissioner determines that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination shall be effective. The Commissioner reserves the right to recoup any overpayments if the contract is terminated.
- A. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Commissioner, however, no claim for lost overhead or profits shall be allowed.
 - B. In the event of such termination, the Commissioner may take possession of and use materials and equipment on the site to complete the Work.
 - C. Materials obtained by the Contractor for the Work that have been inspected, tested as required and accepted by the Commissioner, and that are not incorporated into the Work, shall, at the option of the Commissioner, be purchased from the Contractor at actual cost as shown by receipted bills. To this cost shall be added all actual costs for delivery at such points of delivery as may be designated by the Commissioner, as shown by actual cost records.
 - D. Termination of the Contract shall not relieve the Contractor or its Surety of their responsibilities for the completed Work, nor shall it relieve the Contractor's Surety of

its obligations to ensure completion of the Work and to pay any legitimate claims arising out of the Work.

34. **Suspension of Work On The Contract:** The Commissioner has the authority to suspend the Work wholly or in part, for such period or periods as the Commissioner considers to be in the best interests of the State, or in the interests of public necessity, convenience or safety. The Work suspension or delay order shall be issued by the Commissioner in writing. The Contractor shall cease operations upon receipt of such order. Work shall not resume until the Contractor receives a written notice from the Commissioner to resume the Work. During such periods the Contractor shall store all project materials and equipment in such a manner as to prevent them from being in any way damaged, lost or stolen, and the Contractor shall take precautions to protect the Work from damage.
- A. If the Contractor believes that the suspension or delay was for an unreasonable period of time (i.e. not originally anticipated, customary or inherent in the construction industry) and the Contractor believes that additional compensation and/or Contract Work Time is due as a result of such suspension or delay, the Contractor shall submit to the Commissioner, in writing, a request for a Change Order within seven (7) calendar days of receipt of the notice to resume work. The Change Order request shall set forth the specific reasons for adjustments to the Contract Work Time and Final Contract Value. Adjustments to the Final Contract Value may not include profit.
 - B. The Commissioner shall evaluate any such Change Order requests received. If the Commissioner agrees (a) that the cost and/or time required for the performance of the Work has increased as a result of such suspension and (b) that the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers or subcontractors, and was not caused by weather, and that the requested adjustments are fair and correct, then the Commissioner may approve the Change Order.
 - C. No Contract adjustment will be made under this Article to the extent that (a) performance would have been suspended or delayed by any other cause within the Contractor's control or by any factor for which the Contractor is responsible under the Contract; or (b) such an adjustment is provided for or excluded under any other term or condition of this Contract.

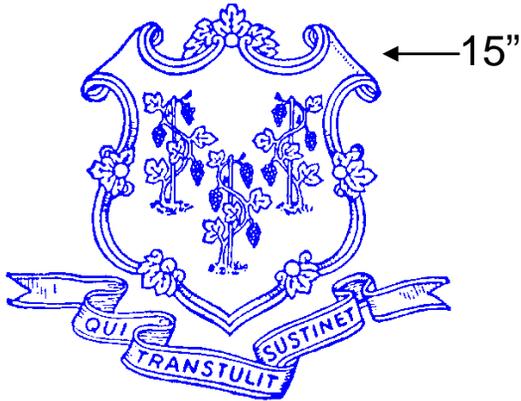
SECTION III.B SPECIFICATIONS

Page(s)

- Project Sign JSS-1
- Technical Specifications See T.O.C.
- Appendices A-D

STATE OF CONNECTICUT ← 1 3/4"

**GREAT CREEK OUTLET
STRUCTURE REPAIRS** ← 3"
← 3"
WR-SR-08401589SJ-2014-01 ↙ 14"

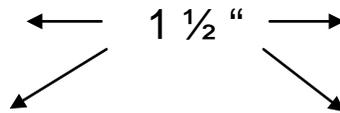


DANNEL P. MALLOY ← 1 1/2"
GOVERNOR
STATE OF CONNECTICUT



ROBERT J. KLEE ← 1 1/2"
COMMISSIONER
DEPARTMENT OF ENERGY AND ENVIRONMENTAL
PROTECTION

PROJECT ENGINEER
FUSS & O'NEILL, INC.
Manchester, Connecticut



GENERAL CONTRACTOR
FIRM NAME
Town, Connecticut

DATE ← 1 3/4"

