

CONTRACT FORMS,  
BID DOCUMENTS,  
&  
PROJECT SPECIFICATIONS

FOR

SPRINGBORN DAM REMOVAL

ENFIELD, CONNECTICUT

Project Number WR-DR-4905-2016-01

ROBERT J. KLEE  
COMMISSIONER  
STATE OF CONNECTICUT  
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION  
BUREAU OF WATER PROTECTION AND LAND REUSE  
WATER PLANNING AND MANAGEMENT DIVISION

NOVEMBER 2016

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

## INVITATION TO BID

**STATE OF CONNECTICUT  
DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION  
BUREAU OF WATER PROTECTION AND LAND REUSE  
WATER PLANNING AND MANAGEMENT  
DIVISION  
79 ELM STREET, 2ND FLOOR  
HARTFORD, CONNECTICUT 06106-5127  
TELEPHONE (860) 424-3706**

The Department of Energy and Environmental Protection seeks sealed construction bids from Contractors who are prequalified by DAS for the following project:

**PROJECT NAME: SPRINGBORN DAM REMOVAL, ENFIELD, CT**

**PROJECT NUMBER:**

**PROJECT DESCRIPTION:**

- a. Demolition of existing dam structure
- b. Construction of new slope armor, revetment wall, bridge scour protection, and grade control structures.
- c. Provide water control and building protection against large storms as needed.

**DAS PREQUALIFICATION CLASSIFICATION:**

**BID AND CONTRACT DOCUMENTS:** Bid and contract documents, including additional notice and instructions to Bidders are available on the State of Connecticut's Department of Administrative Services' website: [http://www.biznet.ct.gov/SCP\\_Search](http://www.biznet.ct.gov/SCP_Search) and the Department's website: <http://www.ct.gov/deep>. No bid packages will be available at the pre-bid meeting.

**PRE-BID MEETING:** A mandatory pre-bid meeting will be held on Tuesday, November 29, 2016 at 10:00 am. Representatives of the Water Planning and Management Division will meet prospective bidders at Springborn Dam on Water Street in Enfield, Connecticut for the purpose of reviewing the project and conducting a site inspection. Bid proposals from any prospective bidder not pre-registered and in attendance at the pre-bid meeting will not be opened or reviewed 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 3:00 PM on November 27, 2016 to [ashley.stewart@ct.gov](mailto:ashley.stewart@ct.gov).

**BID SUBMISSIONS TO: Reception Desk, Water Planning and Management Division, Department of Energy and Environmental Protection, 79 Elm Street, 2nd floor, Hartford, CT 06106. All bids are due to this location by the date and time of bid opening as provided in the Notice and Instructions to Bidders.**

**BID BOND: Required in the amount of 10% of total bid.**

**DATE and LOCATION OF BID OPENING:** Thursday December 15, 2016 at 11:00 am at All interested parties are invited to attend. Bids will be opened publicly and read aloud.

**ADDITIONAL REQUIREMENTS:** Other DEEP/WPMD bid and contract requirements for this project, and information concerning the completion of bids being submitted, are contained in the Notice and Instructions to Bidders and applicable bid and contract forms, including any requirements incorporated by reference in such documents.. Prospective bidders are advised to carefully review these documents and requirements prior to preparation and submittal of bids. Prospective bidders should be aware that among these requirements the contractor selected to perform the work necessary to complete this project must file with and receive approval of an Affirmative Action plan from the Connecticut Commission of Human Rights and Opportunities (CHRO). This will also require compliance with CHRO set-aside program subcontracting and hiring goals.

**CONTACT INFORMATION:** Prospective bidders may contact Ashley Stewart of the DEEP/Water Planning and Management Division at [ashley.stewart@ct.gov](mailto:ashley.stewart@ct.gov) for additional information or clarification regarding the Bid and Contract Documents.

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

# NOTICE AND INSTRUCTIONS TO BIDDERS

## STATE OF CONNECTICUT DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION

### 1. BIDS AND REJECTION OF BIDS

- A. Bids shall be for the complete work as specified and shall include the names of any subcontractors for the four classes of work specified in subsection (a) of Section 4b-93 of the General Statutes of Connecticut as revised, if applicable, and for each other class of work for which the awarding authority has required a separate section pursuant to said subsection and the dollar amounts of their subcontracts, and the contractor shall be selected on the basis of such bids. It shall be presumed that the bidder intends to perform with its own employees all work in such four classes and such other classes, for which no subcontractor is named. The bidder's qualifications for performing such work shall be subject to review under Section 4b-92 of the General Statutes of Connecticut, as revised.
- B. Every bid which is conditional or obscure, **or which is not accompanied by a Department of Administrative Services Prequalification Certificate and Update Statement**, or which contains any addition not called for, shall be invalid, and the awarding authority shall reject every such bid. The awarding authority shall be authorized to waive minor irregularities which he considers in the best interest of the State, provided the reasons for any such waiver are stated in writing by the awarding authority and made a part of the contract file. No such bid shall be rejected because of the failure to submit prices for, or information relating to, any item or items for which no specific space is provided in the bid form furnished by the awarding authority, but this sentences shall not be applicable to any failure to furnish prices or information required by Section 4b-95 of the General Statutes of Connecticut, as revised, to be furnished in the bid form provided by the awarding authority.
- C. Bids shall be submitted only on the prepared forms furnished for the specific project. In no event will bids or changes in bids made by telephone, telegraph, facsimile or other communication technology be considered. Any bid showing any omission, alteration of form, additions not called for, and any conditional bids, alternative bids or bids showing irregularities of any kind will be rejected A complete bid package shall consist of the following, fully completed:
1. Proposal Form (refer to Part I.A, Page PF-1).
  2. Bid Security (refer to Pages BB-1, IB-1, NB-1, and PF-12).
  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).
  5. CT OPM Ethics Form 6 (Rev. 4/6/09), Affirmation of Receipt of State Ethics Laws Summary (refer to Part I.B).
  6. SEEC Form 10 (Per Public Act 07-1)

7. State of Connecticut Labor Department Form E.O. 3-1, "Employer Report of Compliance Staffing" (refer to Part I.B and Page IB-2 regarding implementation of Executive Order Number Three.
- D. The Department of Energy and Environmental Protection (Department/DEEP) will receive sealed bids until 11:00 am on the bid opening date at the reception desk of the Water Planning and Management Division (WPMD) located on the 2nd floor of DEEP headquarters, 79 Elm Street, Hartford, Connecticut, 06106 , Bids submitted by U.S. Mail or any other parcel service, including FedEx, UPS, etc., will be processed through DEEP's central mailroom and cannot be guaranteed to be received timely at the reception desk. Bids received by WPMD at the reception desk after 11:00 am on the bid opening date, regardless of when they were received in the building at 79 Elm Street will not be accepted. It is each bidder's responsibility to insure that their bid package is received on time and at the identified location. Any bid received after the scheduled closing time for the receipt of bids will not be opened or reviewed by DEEP. The bidder may retrieve unopened bids from the Department at its own expense.
  - E. Any bid, once deposited with the Department of Energy & Environmental Protection, may only be withdrawn by letter of request, signed by the depositing Bidder and presented to the Commissioner prior to the time of opening of any bid for the project in question. Under Paragraph 3A of the Proposal Form (refer to Page PF-2), the Contractor agrees to hold the Bid for one hundred twenty (120) days after the opening date
  - F. The Commissioner of the Department of Energy & Environmental Protection reserves the right to waive technical defects in the bids, to reject any bids which do not conform to the terms and conditions described herein, to accept or reject any part of any bid and to reject all bids and again invite bids.
  - G. The award of the Contract to a Bidder will be contingent upon determination by the Connecticut Department of Energy & Environmental Protection and the Connecticut Commission on Human Rights and Opportunities that the Bidder is in compliance with Sections 4a-60 and 4a-60a of the Connecticut General Statutes ("C.G.S.") and Section 46a-68j-23 of the Regulations of Connecticut State Agencies ("R.C.S.A.") regarding equal employment opportunity, and the Bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the Work of the Contract. Upon notification of a Bidder by said Department of Energy & Environmental Protection as the lowest responsible bidder, said determination of compliance may require the successful completion of an Affirmative Action Plan as required under C.G.S. Sections 46a-68c and - 68d, and R.C.S.A. Section 46a-68j-27(1).

## 2. BID SECURITY

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

3. FORFEIT OF BID SECURITY

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

4. CONTRACTOR'S QUALIFICATIONS

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

5. ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the Plans, Technical Specifications or other Contract Documents will be made orally to any Bidder. Every request for such interpretation should be in writing 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.

6. SECURITY FOR FAITHFUL PERFORMANCE

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

Bidder.

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

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

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

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

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

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

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

(a) Every person who has furnished labor or material in the prosecution of the work provided for in such contract in respect of which a payment bond is furnished under the provisions of Section 49-41 and who has not been paid in full therefor before the expiration of a period of ninety days after the day on which the last of the labor was done or performed by him or material was furnished or supplied by him for which the claim is made, may enforce his right to payment under the bond by serving a notice of claim within one hundred eighty days after the date on which he performed the last of the labor or furnished the last of the material for which the claim is made, on the surety that issued the bond and a copy of the notice on the contractor named as principle in the bond. The notice of claim shall state with substantial accuracy the amount claimed, the name of the party for whom the labor was performed or to whom the materials were furnished and shall provide a detailed description of the bonded public project for which the labor or materials were provided. Within ninety days after service of the notice of claim, the surety shall make payment under the bond and satisfy the claim, or any portion of the claim which is not subject to a good faith dispute, and shall serve a notice on the claimant denying liability for any unpaid portion of the claim. The notices required under this section shall be served by registered or certified mail, postage prepaid in envelopes addressed to any office at which the surety, principal or claimant conducts his business, or in any manner in which civil process may be served. If the surety denies liability on the claim, or any portion thereof, the claimant may bring action upon the payment bond in the superior court for such sums and prosecute the action to final execution and judgement. An action to recover on a payment bond under this section shall be privileged with respect to assignment for trial. The court shall not consolidate for trial any action brought under this section with any other action brought on the same bond unless the court finds that a substantial portion of the evidence to be adduced, other than the fact that the claims sought to be consolidated arise under the same general contract, is common to such actions and that consolidation will not result in excessive delays to any claimant whose action was instituted at a time significantly prior to the motion to consolidate. In any such proceeding, the court judgement shall award the prevailing party the costs for bringing such proceeding and allow interest at the rate of interest specified in the labor or materials contract under which the claim arises or, if no such interest rate is specified, at the rate of interest as provided in section 37-3a upon the amount recovered, computed from the date of service of the notice of claim, provide, for any portion of the claim which the court finds was due and payable after the date of service of the notice of claim, such interest shall be computed from the date such portion became due and payable. The court judgement may award reasonable attorney's fees to either party if upon reviewing the entire record, it appears that the original claim, the surety's denial of liability, or the defense interposed to the claim is without substantial basis in fact or law.

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

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

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

7. CONNECTICUT SALES AND USE TAXES

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

8. PERCENTAGE OF WORK TO BE COMPLETED BY THE CONTRACTOR

The bidder must perform at least 70% of the Work with its own forces. At the time of Contract signing, the apparent low Bidder shall submit a letter certifying the percentage of the Work to be completed by its own forces and stating the portions of the Work by division or portion of the Technical Specifications and the estimated value thereof.

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

9. SUBCONTRACTORS

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

10. CONTRACT TIME

- A. The Contract Time is the number of calendar days allowed for the execution and completion of the Contract. Calendar days shall mean consecutive days in order including Saturdays, Sundays and Legal Holidays. The time allowed for the Work to be done on a project will be computed on the basis of calendar days, but actual work shall not be performed on Saturdays, Sundays or Legal Holidays except by written direction or consent of the Department of Energy & Environmental Protection.
- B. All Work under this Contract shall be completed within 300 calendar days after Notice to Proceed.

11. UNION LABOR

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

12. PREVAILING WAGE

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

13. QUANTITY OF WORK

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

14. QUALITY OF WORK

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

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

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

- A. Executive Order No. Three regarding nondiscrimination, promulgated June 16, 1971, and to the Guidelines and Rules of the State Labor Commissioner implementing said Executive Order.
- B. Executive Order No. Seventeen, promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service.
- C. Executive Order No. Sixteen, promulgated August 4, 1999, regarding violence in the

workplace.

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

Said documents are hereby incorporated herein and made a part hereof as though fully set forth herein. Bidders may review these executive orders on the Governor's website [www.ct.gov/governor](http://www.ct.gov/governor), (click on the "**Press Room**" link, and then click on "**Executive Orders**").

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**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 Obligee, in the penal sum of ten (10) per cent of the  
amount of the bid set forth in a proposal hereinafter mentioned,

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

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

**“Springborn Dam Removal, Springborn Dam, Enfield, 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 Obligee, or if the Principal shall fail to do so, pay  
to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the  
penalty of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, 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; inly for apparent low bidder, if requested) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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 or significant repairs to dams or other large water retaining structures:

(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?  
Years Experience \_\_\_\_
2. Other: \_\_\_\_\_ Position: \_\_\_\_\_ Available for this contract?  
Years Experience \_\_\_\_
3. Other: \_\_\_\_\_ Position: \_\_\_\_\_ Available for this contract?  
Years Experience \_\_\_\_

(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?  
Years Experience \_\_\_\_
2. Other: \_\_\_\_\_ Position: \_\_\_\_\_ Available for this contract?  
Years Experience \_\_\_\_
3. Other: \_\_\_\_\_ Position: \_\_\_\_\_ Available for this contract?  
Years Experience \_\_\_\_

(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?  
Years Experience \_\_\_\_
2. Other: \_\_\_\_\_ Position: \_\_\_\_\_ Available for this contract?  
Years Experience \_\_\_\_
3. Other: \_\_\_\_\_ Position: \_\_\_\_\_ Available for this contract? \_  
Years Experience \_\_\_\_



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:

**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 Reuse  
Water Planning and Management Division  
79 Elm Street, 2nd Floor  
Hartford, Connecticut 06106-5127

Dear Sir:

1. Pursuant to, and in compliance with your Invitation to Bid for the **SPRINGBORN DAM REMOVAL, ENFIELD, 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 400 calendar days.

4. PROPOSAL AND OTHER PROJECT DATA

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

**DAM REMOVAL, SPRINGBORN DAM, ENFIELD, 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:

**SPRINGBORN DAM REMOVAL, ENFIELD, CONNECTICUT**

BID TABULATION SHEET 1 OF \_

BID ITEM No.	DESCRIPTION	UNITS	EST. QTY.	UNIT PRICE	BID PRICE IN WORDS	BID PRICE IN FIGURES
1	Mobilization/ demobilization	L.S.	1			\$
2	Construction Trailer	MTH	12			\$
3	Preconstruction Documentation	L.S.	1			\$
4	Sediment & Erosion Control (Includes floating oil boom, silt fence, hay bales, wood chip berm, check dams)	L.S.	1			\$
5	Water Control	L.S.	1			\$
6	Clear & Grub	L.S.	1			\$
7	Upstream Construction Access Road (including removal)	L.S.	1			\$
8	Sediment Removal and Disposal (does not include quality testing)	C.Y.	12,400			\$
9	Dam Demolition	L.S.	1			\$
10	Downstream Riprap Access Road (includes Terry Brook Crossing)	L.S.	1			\$
11	Heavy Partially Grouted Riprap Slope Protection (Founded on bedrock alternative)	S.F.	4,800			\$

12	Standard Riprap Slope Protection (Founded on bedrock alternative)	S.F.	14,000			\$
13	Revetment Wall	L.S.	1			\$
14	Grade Control Structures	TON	1,060			\$
15	Railroad Pier Encapsulation	C.Y.	81			\$
16	Unsuitable Soil Disposal (does not include contaminated sediment)	C.Y.	100			\$
17	Site Restoration/Planting	L.S.	1			\$
18	Concrete Retaining Wall	C.Y.	45			\$
19						
20						
21						
22						
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; MTH.=Month; AC=Acre; EA=Each						

Alt 1	Heavy Partially Grouted Riprap Slope Protection (Founded on soil alternative)	S.F.	4,800			
Alt 2	Standard Riprap Slope Protection (Founded on soil alternative)	S.F.	14,000			

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 300 calendar days after Notice to Proceed. If the project completion is delayed, liquidated damages will be assessed at the rate of 1,500 dollars (\$1,500.00) per calendar day thereafter.

**F. CONTRACTOR'S INSURANCE REQUIRED**

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

**G. STATEMENT OF BIDDER'S QUALIFICATIONS**

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

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

perform the work under this Contract.

H. NONDISCRIMINATION LABOR RECRUITMENT

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

I. VIOLENCE IN THE WORKPLACE

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

J. CONTRACTING REFORMS

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

5. ACCOMPANYING THIS PROPOSAL IS

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

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_

Project: **SPRINGBORN DAM REMOVAL, ENFIELD, 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

**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
- 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.

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**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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**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](http://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

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### THE OFFICE OF STATE ETHICS (OSE)

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

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### **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](http://www.ct.gov/governorrell/site/default.asp).

## Guide for Current or Potential State Contractors

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### 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](http://www.ct.gov/ethics)**



### Specific Contacts:

Questions or advice regarding the Ethics Codes: [Ethics.Code@ct.gov](mailto:Ethics.Code@ct.gov)

Lobbyist filing/reporting questions: [lobbyist.OSE@ct.gov](mailto:lobbyist.OSE@ct.gov)

Public official filing/reporting questions: [SFLOSE@ct.gov](mailto:SFLOSE@ct.gov)

Enforcement questions: [Ethics.Enforcement@ct.gov](mailto:Ethics.Enforcement@ct.gov)

All other inquiries: [ose@ct.gov](mailto:ose@ct.gov)



Department \_\_\_\_\_  Approved  Pending Investigation

\_\_\_\_\_  
(Compliance Officer)

Date: \_\_\_\_\_  Disapproved  Investigation Requested

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

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

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

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**EMPLOYEE INFORMATION**

Total Employed	White	Black	Spanish Surname	Other (Specify)
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\_\_\_\_\_

---

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?

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

YES

\_\_\_\_\_

\_\_\_\_\_

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If no, indicate the usual methods of recruitment.

NO  Connecticut State Employment Service

Private Employment Agency

Newspaper Advertisement

Walk-In

Other (specify)

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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.

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

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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 19<sup>th</sup> day of Nov., 1971

JACK A. FUSARI  
LABOR COMMISSIONER



## STATE OF CONNECTICUT

### AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

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

#### INSTRUCTIONS:

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

#### CHECK ONE:

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

#### IMPORTANT NOTE:

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

#### AFFIRMATION:

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

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



STATE 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)



## 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](http://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.

SECTION I.C ADDITIONAL INFORMATION – BIDDING

- OPM Form/Rev. 02-17-09, Personal Service Contractor Evaluation (1 page)\*
- Certificate of Substantial Completion\*\*

NOTES:

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

## 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/WPMD and submitted to the CT OPM within 60 days of the contract end date and is included for Bidders' and prospective contractors' information only.

STATE OF CONNECTICUT  
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION  
BUREAU OF WATER PROTECTION AND LAND REUSE  
WATER PLANNING AND MANAGEMENT DIVISION

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT:

CONTRACT NUMBER:

PO NUMBER:

CONTRACT DATE:

PROJECT NUMBER:

CONTRACTOR:

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

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

\_\_\_\_\_  
OWNER

Water Planning and Management Division

\_\_\_\_\_  
Date

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
ENGINEER

\_\_\_\_\_  
Date



# 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](mailto: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/Water Planning and Management 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:

**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

	<u>Page(s)</u>
- 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/WPMD for Contractor's signature) or brought with the Contractor to a Contract signing appointment with DEEP/WPMD 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/WPMD – 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**        )  
  )        :  
**COUNTY OF**                    )

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

\_\_\_\_\_  
Notary Public  
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**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].

\_\_\_\_\_

Signature

[Secretary/Clerk, etc.]

[SEAL or "L.S." notation]

**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 (22 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/WPMD for Contractor's signature) or brought with the Contractor to a Contract signing appointment with DEEP/WPMD Engineering Services or Business Office staff.



Connecticut Department of

**ENERGY &  
ENVIRONMENTAL  
PROTECTION**

**AFFIRMATIVE ACTION POLICY STATEMENT**

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

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

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

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

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

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

79 Elm Street • Hartford, CT 06106-5127

[www.ct.gov/deep](http://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.

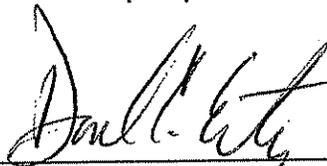
As the appointing authority for DEEP, I have the responsibility to implement an effective Affirmative Action Plan as a tool to achieve equal employment objectives and as a mechanism to prevent and eliminate discrimination. Therefore, I am committed to making a good faith effort to achieve a successful 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, 3<sup>rd</sup> floor, Hartford, CT 06106, or at (860) 424-3051, or via e-mail at [Marcia.Bonitto@ct.gov](mailto: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

CHECK ONE:  
 GRANT  
 PERSONAL SERVICE AGREEMENT

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

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

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

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

COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)	
	<p>1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof.                  Appendix A consists of ___ pages numbered A-1 through A-___ inclusive.</p> <p style="text-align: center;">Page 1 of 9</p> <p style="text-align: center;">Standard Terms and Conditions are contained in Pages 2 through 9 and are attached hereto and made a part hereof.</p>	

COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.
	Cost and Schedule of Payments is attached hereto as Appendix B, and made a part hereof. (Appendix B consists of ___ page(s) numbered B-1 through B-___).  Total Payments Not to Exceed the Maximum Amount of \$ _____.

(11) OBLIGATED AMOUNT	_____
-----------------------	-------

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

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

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

1. 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](mailto: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](mailto: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](mailto:deep.accommodations@ct.gov).

This video with closed captioning is available at [www.ct.gov/deep](http://www.ct.gov/deep).

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

Department of Energy and Environmental Protection  
Water Planning and Management Division  
Project Manager  
79 Elm Street  
Hartford, CT 06106-5127

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

Department of Energy and Environmental Protection  
Water Planning and Management Division  
Project Manager  
79 Elm Street  
Hartford, CT 06106-5127

- 7. Permits:** No work shall commence until all required local, state and federal permits and approvals have been obtained by the Contractor.
- 8. Project Summaries:** Following Execution of this Contract, the Contractor shall provide summaries of project status to the [*bureau/division/program coordinator*] once every [*six months*] during the time in which this Contract is in effect. Such summaries shall include a brief description (1 or more pages) indicating the work completed to date and the anticipated project completion date if different from the current Contract expiration date.
- 9. Extensions/Amendments:** Formal written amendment of the Contract is required for extensions to the final date of the Contract period and changes to terms and conditions specifically stated in the original Contract and any prior amendments, including but not limited to:
- a. revisions to the maximum Contract payment,
  - b. the total unit cost of service,
  - c. the Contract's objectives, services, or plan,
  - d. due dates for reports,
  - e. completion of objectives or services, and
  - f. any other Contract revisions determined material by DEEP.

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

- 10. Final Report:** Within 30 days of the expiration date of this Contract, the Contractor shall submit to the \_\_\_\_\_, a Final Report including documentation, satisfactory to the Commissioner, demonstrating that all the elements of Appendix A have been met including, but not limited to, [*INSERT SPECIFIC LANGUAGE*].
- 11. Final Financial Report:** Within 30 days of the expiration date of this Contract, the Contractor shall submit a Final Financial Report to the \_\_\_\_\_, with supporting documentation sufficient to demonstrate expenditures identified in the project proposal. Amounts spent on specific items such as [*DETAILS*] must be included. A sample format is attached as Appendix C.

**APPENDIX B**

Not Applicable to this project

APPENDIX C

SAMPLE FINAL FINANCIAL REPORT

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

PSA #: \_\_\_\_\_

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



## 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](http://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.

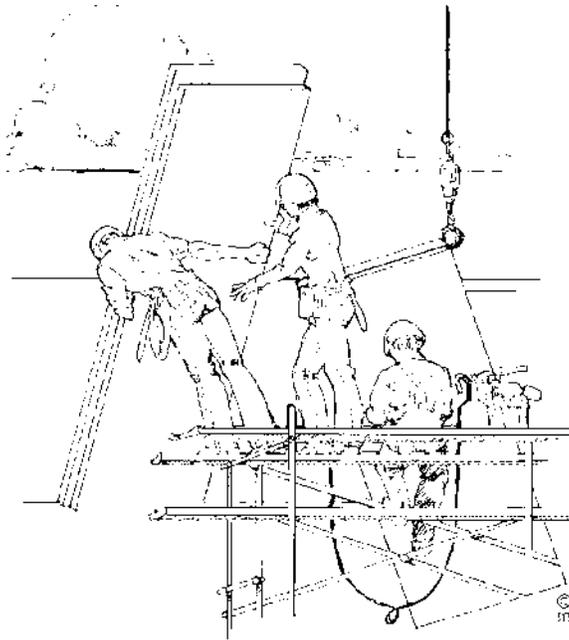
~NOTICE~

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: \_\_\_\_\_

**APPENDIX A**  
**SCOPE OF WORK**

**Name of Project:** SPRINGBORN DAM REMOVAL, ENFIELD, CT

**Purpose of this Contract:** {Example: To provide construction services for the Connecticut Department of Energy and Environmental Protection (“DEEP” or “Department”) Water Planning and Management Division (“WPMD”) at Springborn Dam in the town of Enfield, CT.

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

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

## FORM OF PERSONAL SERVICES AGREEMENT CONTRACT

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

# 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.

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

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

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

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

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

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

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

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

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

# SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 3 of 3



## ACKNOWLEDGEMENT OF RECEIPT

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE (mm/dd/yyyy)

### NAME OF SIGNER

First Name	MI	Last Name	Suffix

### TITLE

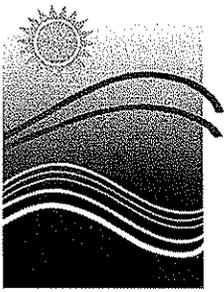
### COMPANY NAME

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

[www.ct.gov/seec](http://www.ct.gov/seec)

Click on the link to "Lobbyist/Contractor Limitations"

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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.

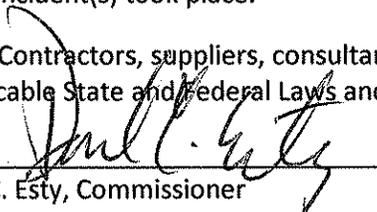
Complaints alleging a violation of this policy must be filed with the Affirmative Action Office within 30 days of the alleged violation and/or with the Commission on Human Rights and Opportunities (CHRO) within 180 days of the alleged discriminatory action. Complaints filed with CHRO must be submitted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

SECTION III.A CONDITIONS

Page(s)

- General Conditions

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- Supplemental Conditions

SC-1 – SC-10

**GENERAL CONDITIONS**

Revised October 2013

**Index To The General Conditions of a Construction Contract**

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## 1. **DEFINITIONS**

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

- A. Additional or Deleted Work: Work required by the Commissioner which, in the judgment of the Commissioner, involves any addition to, deduction from or modification of the Work required by the Contract Documents. See Article # 15 - Change Orders/Compensation herein.
- B. Additional Insured: An assured party specifically named under an insurance policy that is not automatically included as an Insured under the policy of another, but for whom the named Insured's policy provides a certain degree of protection. An endorsement is typically required to effect additional insured status.
- C. Bid Bond: A surety bond in an amount stated as a percentage of the Bid, executed by the Bidder as Principal and by a surety insurer licensed by the Connecticut Insurance Department, to guarantee that the Bidder will enter into a contract within the specified time and furnish the required bond as mandated by Connecticut General Statute (CGS) Section 4b-92.
- D. Bidder: An individual, partnership, firm, corporation or other business organization submitting a bid on the Proposal Form for the Work contemplated.
- E. Bid Proposal Form: The form on which the bidder is to submit a bid for the Work contemplated.
- F. Bid Security: The Bid Bond submitted with the Bid Proposal Form, which provides that the Bidder, if awarded the Contract, will execute the Contract in accordance with the requirements of the Contract Documents and guarantee payment of damages up to the stated amount of the Bid Bond, which damages may result from failure to so execute.
- G. Change Order: Written authorization signed by the Commissioner, authorizing a modification, addition or reduction or deletion in the Work, an adjustment in the monetary value of a Contract Work Item or Items, or an adjustment in the Contract Work Time.
- H. Commissioner: The Commissioner of the Department of Energy 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. WPMD: The Water Planning and Management Division of the Bureau of Water Protection and Land Reuse of the Department of Energy and Environmental Protection.
- U. WPMD Department Representative: The IWPMDD Staff designated to manage this Contract.
- V. WPMD Director: The Director of the Water Planning and Management Division of the Bureau of Water Protection and Land Reuse of the Department of Energy 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 WPMD Department Representative, shall inspect all Work done and materials

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

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

## 6. **CONDITIONS OF WORK**

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

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

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

## 8. STANDARD SPECIFICATIONS

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

## 9. COMMENCEMENT AND COMPLETION OF THE WORK

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

## 10. LIQUIDATED DAMAGES

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

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

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

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

**11. SHOP DRAWINGS, CATALOG CUTS AND SAMPLES**

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

**12. SEPARATE CONTRACTS**

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

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

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

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

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

**14. QUALITY CONTROL**

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

**15. CHANGE ORDERS/COMPENSATION**

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

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

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

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

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

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

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

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

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

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

## 16. CONTRACTOR'S INSURANCE

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

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

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

## 17. **ESTIMATED QUANTITIES**

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

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

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

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

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

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

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

**20. WAGE RATES**

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

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

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

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

## 21. **POSTING WAGE RATES**

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

## 22. **PREFERENCE IN EMPLOYMENT**

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

## 23. **WORKING CONDITIONS**

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

## 24. **WORKING HOURS**

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

such work is being performed.

**25. HOURS OF WORK**

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

**26. MATERIALS: STANDARDS**

- A. Unless otherwise specifically provided for in the Contract Documents, all equipment, materials and articles incorporated in the Work are to be new and of the best grade of their respective kinds for the purposes. Wherever in the Contract Documents a particular brand or make of material, device or equipment is shown or specified, such is to be regarded as the standard. If two or more brands are shown or specified, they are to be regarded as equal.
- B. Any other brand or make of material, device or equipment which, in the opinion of the Commissioner, is the equal in substance and function to that specified, considering finish, workmanship, durability, economy of operation and suitably for the purposes intended, will be accepted.
- C. Prior approval by the Commissioner for the use of other than specified materials, devices or equipment shall be obtained before the Contractor proceeds with the work. The Commissioner's decision in this regard shall be final and binding on the Contractor.
- D. No extension of time will be allowed for the time required for consideration of any article or material proposed as a Substitute by the Contractor; neither will any extension of time be allowed nor any responsibility be assumed by the DEEP when the Contractor submits a request for changes in articles or materials or form of construction from those shown or specified, whether such request be granted or denied.
- E. The Contractor shall purchase no materials or supplies for the Work which 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 consists of demolition of the existing dam, construction of new slope protection structures, construction of grade control structures, and miscellaneous associated items described on the Plans and in the Specifications.
  - B. **Location of Project:** The Work location is Water Street, Enfield, CT.
  - C. **Contract Work Time:** 300 calendar days.
  - D. **Project Engineer:** Fuss & O'Neill, Inc.
  - E. **Temporary Utilities:** The Contractor shall provide necessary toilet accommodations and drinking water for the workers. Separate toilet facilities are required if women are employed at the site.
  - F. **Access to Site:** Access to the site is via Water Street.
  - G. **Construction Pictures:** The Contractor shall provide a comprehensive series of construction photographs showing different views of the progress of the work from the same vantage points and key elements of construction. Photographs shall be taken with a digital camera acceptable to the DEEP/WPMD, not modified or edited, and at least 100 shall be taken over the course of each month. Photographs shall indicate the subject and date taken of each picture and delivered each month to the Engineer on a disc.
  - H. **Progress Meetings:** Progress meetings will be held weekly at the job site for the purpose of reviewing, scheduling and coordinating the project's progress as well as other construction related matters.
  - I. **Liquated Damage Rate Per Day: \$1,500.00**
3. **Commissioner:** For the purposes of this Contract, "Commissioner" means the Commissioner of the Connecticut Department of Energy & Environmental Protection or designee.
4. **Work:** The Contractor shall perform the work in accordance with this contract, including all documents incorporated by reference, and all work required by Change Orders, and/or amendments to the contract.
5. **Documents Incorporated by Reference:** The parties to this contract, as part of the consideration hereof, agree that the following documents are incorporated herein by reference and made a part hereof and available at DEEP:
  - A. **Bid Package** dated 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:** “SPRINGBORN DAM REMOVAL”
  - C. **Plans Entitled:** “DAM REMOVAL, SPRINGBORN DAM, WR-DR-4905-2016-01”
  - 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. **Contractor shall provide Certificate of Insurance naming 10 Water Street LLC as an "Additional Insured" with respect to a policy of public liability and property damage insurance with respect to the building known as Building A on Sheet VB-101 of the Construction Drawings having a minimum of \$1,000,000 combined single limit. Said insurance shall remain in effect for a period of one year after the Work is completed.**
13. **Construction Progress Schedule:**
- A. Within one (1) week after receipt of the Notice to Proceed, and prior to commencement of any Work on site, the Contractor shall prepare a construction progress schedule. The construction progress schedule shall indicate proposed scheduling of the items of Work listed in the Technical Specifications such that the Work is completed by the Work End Date. The schedule shall also indicate the activities of all subcontractors to be utilized and the portions of the Work that they will be performing.
- B. Within one (1) week after the Notice to Proceed, the Contractor shall initiate meetings with the Project Engineer and the Commissioner to present and evaluate the Construction Progress Schedule. The Contractor shall submit three (3) copies of the agreed upon Construction Progress Schedule to the Commissioner and one copy to the Project Engineer.
- C. The Contractor shall continually, or at least weekly, evaluate the progress of the Work, comparing it to the schedule. If the Work is found to be behind schedule, the Contractor shall within three working days, initiate a meeting with all involved parties to reevaluate and revise the Construction Progress Schedule. Any time the Construction Progress Schedule is revised significantly either by alteration of priority or by Change Order, the Contractor shall submit the revised schedule to the Commissioner and Project Engineer.

13. **Duration of the Project:** All Work shall be performed within the period of calendar days defined in the General Conditions as the Contract Work Time and completed by the Work End Date as stated in the Notice to Proceed.
14. **Address / Contact for Submission of Materials:** For the purposes of this Contract, all correspondence, reports, products and/or change order requests shall be submitted to:

**WPMD Department Representative:**

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

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

The Contractor shall submit in writing, to the Commissioner via the Project Engineer, all requests for changes in the quantities and alterations in the work including changes in 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:** The Contractor shall keep track of changes made to the plans and specifications during the progress of the construction. 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

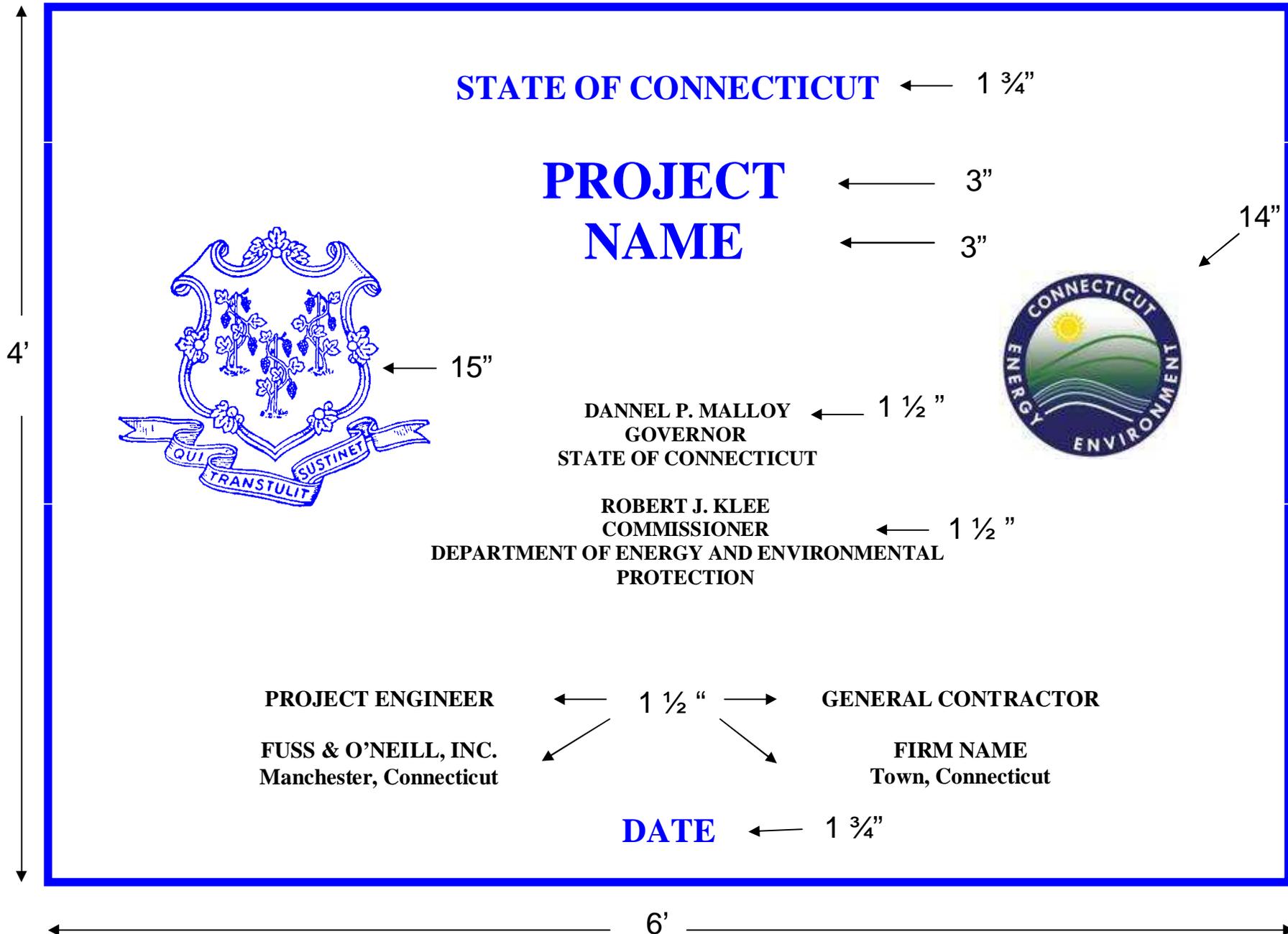
conditions at the work site are acceptable. Reference is hereby made to Connecticut General Statute Section 49-41b.

- 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.

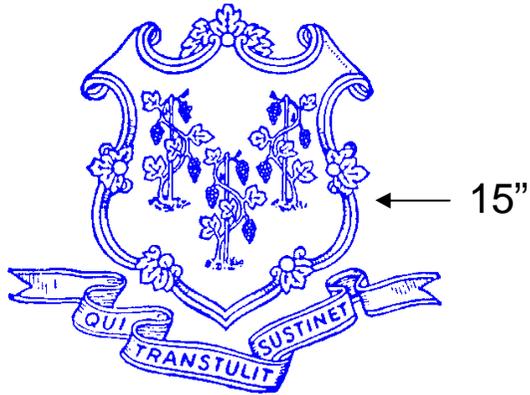
31. **Subletting or Assigning Of The Contract:** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money 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.



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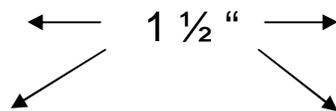
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**NAME** ← 3"



**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"



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## SECTION 02050 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and General Requirements, and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities in staging and construction office/trailer areas.
- B. Temporary utilities include, but are not limited to, the following:
  - 1. Sanitary facilities, including separate toilets for men and women, wash facilities, and drinking-water facilities.
  - 2. Electric power service.
- C. Support facilities include, but are not limited to, the following:
  - 1. Temporary roads and paving.
  - 2. Project identification and temporary signs.
  - 3. Waste disposal facilities.
  - 4. Contractor/Engineer shared field office.
- D. Security and protection facilities include, but are not limited to, the following:
  - 1. Environmental protection.
  - 2. Storm water control.
  - 3. Tree and plant protection.
  - 4. Barricades, warning signs, and lights.

#### 1.3 USE CHARGES

- A. General: Cost or use charges for temporary facilities are not chargeable to Owner or Engineer and shall be included in the Work. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:
  - 1. Owner.
  - 2. Engineer.
  - 3. Testing agencies.
  - 4. Personnel of authorities having jurisdiction.

- B. Sewage Disposal Service: Pay sewage disposal service use charges for sewage disposal from Project site.
- C. Potable Water Service: Pay potable water service use charges, whether metered or otherwise, for water used in construction activities at Project site.
- D. Electric Power Service: Pay electric power service use charges, whether metered or otherwise, for electricity used in construction activities at Project site.
- E. Internet Service: Pay internet service use charges, whether metered or otherwise, for on-line access used in construction activities at Project site.

#### 1.4 QUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
  - 1. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by Engineer. Provide materials suitable for use intended.
- B. Water: Potable.

#### 2.2 EQUIPMENT

- A. General: Provide equipment suitable for use intended.
- B. Field Office: Prefabricated mobile unit, maximum 30-foot length, with lockable entrances, operable windows, and serviceable finishes; tables, chairs, fireproof filing cabinet, and drafting table; thermostatically controlled heat and air conditioning, WIFI internet access; and security alarm.
  - 1. Heating: Maintain minimum temperature of 68 degrees F.
  - 2. Cooling: Maintain maximum temperature of 72 degrees F.
- C. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.

1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
- D. Drinking-Water Fixtures: Containerized, tap-dispenser, bottled-water drinking-water units, including paper cup supply.
1. Provide electric water coolers to dispense hot and cold water.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where designated on the Contract Drawings and where they will serve the Project adequately and result in minimum interference with performance of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Engage appropriate local utility company to install temporary service or connect to existing service. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company requirements.
1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
  2. Provide adequate capacity at each stage of construction. Before temporary utility is available, provide trucked-in services.
  3. Obtain easements to bring temporary utilities to Project site where Owner's easements cannot be used for that purpose.
- B. Sanitary Facilities: Provide temporary toilets (one for men, one for women), wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
1. Disposable Supplies: Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
  2. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy.
- C. Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period for the Engineer's office. Include meters, transformers, overload-protected disconnecting means, automatic ground-fault interrupters, and main distribution switchgear.

1. Install power distribution wiring overhead and rise vertically where least exposed to damage.

### 3.3 SUPPORT FACILITIES INSTALLATION

#### A. General: Comply with the following:

1. Locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access.
2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion.

#### B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate to support loads and to withstand exposure to traffic during construction period.

1. Provide a reasonably level, graded, well-drained subgrade of satisfactory soil material, compacted to not less than 95 percent of maximum dry density in the top 6 inches.
2. Provide gravel paving course of subbase material not less than 3 inches thick; roller compacted to a level, smooth, dense surface.
3. Provide dust-control treatment that is nonpolluting and non-tracking. Reapply treatment as required to minimize dust.

#### C. Traffic Controls: Provide temporary traffic controls at junction of temporary roads with public roads. Include warning signs for public traffic and "STOP" signs for entrance onto public roads. Comply with requirements of authorities having jurisdiction.

#### D. Dewatering Facilities and Drains: Comply with requirements in applicable Division 2 Sections for temporary drainage and dewatering facilities and operations not directly associated with construction activities included in individual Sections. Where feasible, use same facilities. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining property nor endanger permanent Work or temporary facilities.
2. Remove snow and ice as required to minimize accumulations.

#### E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste.

1. If required by authorities having jurisdiction, provide separate containers, clearly labeled, for each type of waste material to be deposited.
2. Develop a waste management plan for Work performed on Project. Indicate types of waste materials Project will produce and estimate quantities of each type. Provide detailed information for on-site waste storage and separation of recyclable materials. Provide information on destination of each type of waste material and means to be used to dispose of all waste materials.

- F. Engineer's Field Office: Provide an insulated, weather tight, air-conditioned area in the shared field office for use by the Engineer. Keep office clean and orderly. Provide weekly janitorial services.
1. Size: Sufficient to accommodate listed furniture without crowding, but not less than 300 square feet.
    - a. Windows: Three screened, operable windows with locks and curtains.
    - b. Door: Cylinder lock with keys in quantity requested by Engineer.
  2. Lighting: Overhead fluorescent lights.
  3. Furnish and equip offices as follows:
    - a. Office Desk with Drawers: 3 feet by 5 feet. Enclosed over desk shelving with suitable clearance to stand 3-ring-binders vertically. Built-in desktops may be substituted.
      - 1) Quantity: Two.
    - b. Office Desk Chair: Upholstered, adjustable, executive swivel armchair with casters.
      - 1) Quantity: Six.
    - c. Desk Lighting: Fluorescent under-cabinet lighting for each unit.
    - d. Sloping Drafting Table: 3 feet by 6 feet with smooth top.
    - e. Drafting Table Chair: Upholstered, adjustable swivel chair with casters.
    - f. Folding Chairs: Upholstered seats.
      - 1) Quantity: Two.
    - g. Vertical Plan Rack: 8 binders minimum.
    - h. Metal Filing Cabinets: Fireproof, and lockable with key.
      - 1) Four Drawer: Letter or legal size.
        - a) Quantity: Two.
    - i. Broom and dust pan.
    - j. Photocopying machine with supply of toner and paper for duration of construction. Provide repair service if needed.

#### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise.
- B. Storm water Control: Provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of

stormwater from heavy rains. Stormwater controls are to be in full conformance with the Stormwater Pollution Control Plan approved for the project.

- C. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from construction damage. Protect tree root systems from damage, flooding, and erosion.
- D. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard. Where appropriate and needed, provide lighting, including flashing red or amber lights.

### 3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage caused by freezing temperatures and similar elements.
- B. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are the property of Contractor.
  - 2. Remove temporary gravel access roads and temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, guard rail and sidewalks at temporary entrances.
  - 3. Remove temporary gravel access roads.
  - 4. Following removal of the field office and temporary utilities, repair area to pre-construction condition.
  - 5. At Substantial Completion, clean and renovate permanent facilities used during construction period.

END OF SECTION

## SECTION 02200 - SITE CLEARING AND DAM DEMOLITION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes the following:
  - 1. Documentation of pre-construction conditions of adjacent existing structures and properties
  - 2. Protecting the existing structures adjacent to the work area
  - 3. Protecting existing trees and vegetation to remain
  - 4. Controlled demolition and removal of existing dam weir and abutments
  - 5. Removing existing trees, stumps and roots and other brush vegetation/roots
  - 6. Clearing and grubbing
  - 7. Stripping, screening, and stockpiling topsoil
- B. Limits of Work: Minimize disturbance within clearing limits. Perform only as much clearing as required to complete the Work.
- C. Related Sections include the following:
  - 1. Division 2 Section "Erosion & Sedimentation Control."
  - 2. Division 2 Section "Control of Water."
  - 3. Division 2 Section "Earthwork."
  - 4. Division 2 Section "Site Restoration."

#### 1.2 DEFINITIONS

- A. Dam: Run-of the river type stone masonry and gunnite weir and wood cribbing.
- B. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged.
- C. Critical Root Zone (CRZ): Cylindrical area with a diameter 10 times the DBH including the soil within this area to a depth of 3 feet.
- D. Diameter at Breast Height (DBH): Diameter of tree to be protected located 4.5 feet above existing finish grade.

- E. Existing Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches in diameter; and free of subsoil and weeds, roots, toxic materials, or other non-soil materials.
- F. Tree Protection Zone (TPZ): Area surrounding individual trees or groups of trees to be protected during construction, and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated.

### 1.3 MATERIAL OWNERSHIP

- A. Except for stripped topsoil or other materials indicated to remain on Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

### 1.4 SUBMITTALS

- A. Photographs or videotape, sufficiently detailed, of existing conditions of trees and plantings, adjacent existing structures, and site improvements that might be misconstrued as damage caused by site clearing. This shall include adjacent homes, property, roads and drives.
- B. Schedule of Dam Demolition Activities: Indicate the detailed sequence of dam demolition work with starting and ending dates for each activity

### 1.5 QUALITY ASSURANCE

- A. Preconstruction Meeting: Conduct meeting with Engineer and on-site supervisor and Review the following:
  - 1. Clearing limits.
  - 2. Trees to be protected.
  - 3. Location of tree protection zones.
  - 4. Tree removal marking system and requirements

### 1.6 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
  - 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

- B. Protect-In-Place Existing Site Improvements: Support and protect in place existing site improvements. Items include but are not limited to the bridges, piers and abutments at the railroad and CT Route 191, concrete structures, surface and buried utilities, poles, wires, mailboxes, fences, signs, curbing, property line markers, and other structures. Restore items promptly; do not leave until end of construction.
- C. Remove and Reset Existing Site Improvements: Remove and protect items to be reset upon completion of construction.
- D. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- E. Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place.
- F. Restore items and surfaces damaged by construction operations to existing condition or better.

## PART 2 - NOT APPLICABLE

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Videotape existing conditions of adjacent structures and paved surfaces for a distance of 200 feet in both directions from the site access entrance point.
- C. Locate and clearly flag trees and vegetation to remain or to be relocated.
- D. Protect existing site improvements to remain from damage during construction.
  - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

### 3.2 DAM DEMOLITION

- A. General: Demolish indicated dam incrementally as noted within the Project Plans and Section 02245 Water Control. Use methods required to complete the Work within limitations of governing regulations.
- B. Dam removal shall be to the limits indicated on the Drawings. All components of the stone masonry, dam infill, and timber cribbing shall be removed to bedrock or natural subgrade soil.

- C. Site Access and Temporary Controls: Conduct dam demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- D. Explosives: Use of explosives is not permitted.

### 3.3 TREE PROTECTION

- A. Erect and maintain temporary fencing around tree protection zones before starting site clearing. Remove fence when construction is complete.
  - 1. Do not store construction materials, debris, or excavated material within fenced area.
  - 2. Do not permit vehicles, equipment, or foot traffic within fenced area.
  - 3. Maintain fenced area free of weeds and trash.
- B. Do not excavate within tree protection zones, unless otherwise indicated.

### 3.4 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction.
  - 1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
  - 2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
  - 3. Grind stumps and remove roots, obstructions, and debris extending to a depth of 18 inches below exposed subgrade.
  - 4. Use only hand methods for grubbing within tree protection zone.
  - 5. Chip removed tree branches and dispose of off-site.

### 3.5 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
  - 1. Screen existing topsoil material with a 1-inch screen. Remove subsoil and non-soil materials from topsoil, including trash, debris, weeds, roots, and other waste materials.

- C. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 1. Limit height of topsoil stockpiles to 72 inches.
  - 2. Do not stockpile topsoil within tree protection zones.
  - 3. Stockpile surplus topsoil to allow for respreading deeper topsoil.

### 3.6 DEMOLITION

- A. Contractor is responsible for repair of any disturbance outside the limits of construction indicated on the plans at his own expense.

### 3.7 DISPOSAL

- A. Disposal: Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

END OF SECTION

## SECTION 02210 - EARTHWORK

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Division 2 Section "Temporary Erosion and Sedimentation Control"

#### 1.2 SUMMARY

- A. Furnish all labor, materials, equipment, and incidentals necessary to perform all earthwork, to include but not limited to excavation, fill placement, grading, and compaction required to complete the work in accordance with the Contract Drawings and Specifications.
- B. This Section includes, but is not limited to:
  - 1. Riprap and bedding materials
  - 2. Geotextiles
  - 3. Drainage products

#### 1.3 QUALITY ASSURANCE

- A. Materials shall be tested using the following standards:
  - 4. ASTM D 6913: Grain Size Analysis

#### 1.4 SUBMITTALS

- A. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated.
  - 1. All Fill Materials
    - a. Gradation analysis according to ASTM D 6913, prior to delivery to the site and one per 1,000 CY delivered.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Gravel shall consist of Rolled Bank Gravel Surface: Form 816, Section M.02.03, Rolled Bank Gravel Surface, conforming to State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 816. Section M.02.06, Grading C.

- B. Crushed Stone shall consist of broken or crushed stone conforming to Form 816, State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction Section M.02.01.1 and meeting the gradation of No. 4 stone in Section M.01.01.
- C. Suitable Soil for use as backfill behind retaining walls and other areas downstream of the dam embankment crest shall consist of soil that is greater than 50 percent sand and gravel by weight and free from ice and snow, roots, sod, rubbish, and other deleterious or organic matter.
- D. Masonry Wall Stone disturbed or removed from the demolition of the dam shall be stockpiled and reused to construct the revetment wall face or as rubble backfill behind the revetment wall face.
- E. Heavy Riprap: Shall consist of sound, tough, durable and angular rock, free from decomposed stones or other defects impairing its durability. The size of a stone as specified shall be its least dimension. Broken concrete or rounded stones shall not be acceptable. It shall be graded within the following limits:

Percent Passing (by weight)	Particle Size (inches)
D <sub>100</sub>	36 max.
D <sub>85</sub>	23.5 – 27.5
D <sub>50</sub>	17 – 20.5
D <sub>15</sub>	11 – 15.5

- F. Standard Riprap shall consist of material conforming to Form 816 State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction Section M.12.02-Riprap., 1. Standard Riprap.
- G. Intermediate Riprap shall consist of material conforming to Form 816 State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction Section M.12.02-Riprap., 2. Intermediate Riprap.
- H. Modified Riprap shall consist of material conforming to Form 816 State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction Section M.12.02-Riprap., 3. Modified Riprap.
- I. Drainage Products shall consist of 4" diameter SCH 40 PVC drain pipes with perforations. PVC pipe and fittings to be bell-and-spigot joints or threaded flush.
- J. Rodent Screen shall consist of a screened fitting for discharge end of pipe, shall be threaded or glued to end and specifically fabricated for such use in exterior drain applications and protection from rodents.
- K. All fill material shall be free from ice and snow, roots, sod, rubbish, and other deleterious or organic matter.

## PART 3 - EXECUTION

### 3.1 UNAUTHORIZED EXCAVATION

- A. If unauthorized excavation is performed beyond the limits shown on the Plans or the limits directed by the Engineer, it shall be backfilled at the Contractor's expense with material satisfactory to the Engineer and compacted in accordance with provisions in this section.

### 3.2 SUBGRADE PREPARATION

- A. Prior to river stabilization riprap placement for the intended construction, the subgrade should be compact, dry, and free from debris, ice, and snow. Stabilization placement or construction will not be allowed over frozen subgrade.
- B. Subgrade preparation should be followed immediately by river stabilization riprap, fill placement, or the intended construction. Deterioration of the subgrade between excavation and initial fill placement shall be the responsibility of the Contractor and shall be repaired at the Contractor's expense.
- C. All subgrades must be inspected by the Engineer prior to fill placement. Sufficient time must be given to the Engineer to inspect and perform any necessary tests on the subgrade.
- D. If in the opinion of the Engineer, the subgrade becomes disturbed, the material shall be recompacted if conditions permit, or excavated and replaced with compacted suitable material as ordered by the Engineer.

### 3.4 STOCKPILES

- A. Stockpile borrow materials and satisfactory excavated soil materials in the designated stockpile area indicated on the Plans. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Prevent windblown dust. Provide erosion control measures. Stockpile soil materials away from edge of excavations.
- B. Unsuitable materials shall not be stockpiled at the construction site. Unsuitable material shall be removed from the site and disposed of properly off the Owner's property.

### 3.5 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.
  2. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  3. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

### 3.6 DISPOSAL OF SURPLUS AND WASTE MATERIALS

Disposal: Remove waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION

## SECTION 02245 – WATER CONTROL SYSTEM

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes the following:
1. Temporary water control measures and systems including design and sequencing of proposed system, construction, installation, maintenance, and removal of temporary protective facilities and appurtenances required to convey surface or subsurface water beyond or around the work area. Temporary measures and appurtenances may include but are not limited to:
    - a. surface and subsurface dams (including cofferdams)
    - b. flow diversions
    - c. special linings for erosion protection
    - d. pipes
    - e. barriers
    - f. sedimentation pools;
    - g. prefabricated sediment containment devices
    - h. watertight seals.
  2. Drawdown of water in pond or lake.
  3. Dewatering of areas for construction of structures and removal of the dam.
  4. Safe conveyance of water and flood flows.
  5. Protection of the constructed improvements, work in progress, and downstream areas during significant rainfall and high water.
- B. The Contractor is responsible for protection of the dam from failure prior to decommissioning. Nothing in this Specification relieves the Contractor from this responsibility.
- C. Construct water control system in phases as required to maintain a minimum stream flow in downstream watercourses and to protect existing structures.
- D. Related Sections include the following:
1. Division 2 Section "Earthwork"
  2. Division 2 Section "Erosion and Sedimentation Control"

## 1.2 DEFINITIONS

- A. Impoundment Area: Area of pond or lake water remaining after drawdown.
  
- B. Work Area: Cofferdammed area of river between the upstream cofferdam and Springborn Dam.

## 1.3 PERFORMANCE REQUIREMENTS

- A. Design, furnish, install, monitor, and maintain water control system capable of supporting and resisting hydrostatic pressure and flood flow.
  - 1. Provide professional engineering services needed to assume engineering responsibility, including preparation of Shop Drawings and a comprehensive engineering analysis by a qualified licensed Connecticut professional engineer.
  - 2. Water is conceptually proposed to be controlled and diverted as indicated on the Project Plans and the Fuss & O'Neill Engineering Report dated October 2015 submitted by the Engineer to CTDEEP Dam Safety. The diversion and selection of the cofferdam is subject to the Contractor's selected means and methods. Cofferdams and diversion structures should be designed in accordance with the attached Engineering Report. The inflow is to be determined by the by the Contractor's licensed Connecticut professional engineer in accordance with State guidance.
  
- B. Install water control system without damaging existing structures, dam and other adjacent improvements.
  
- C. Conveyance Structures:
  - 1. Design system to prevent blockage of system by debris, including trees, branches, boats, docks, and ice or any other material.
  - 2. Water Runoff. Amount of runoff from significant rainfall events varies depending upon existing conditions at time of event. Include the following parameters into design of water control system. At a minimum, utilize values at time of system installation. Adjust parameters for duration of installed system.
    - a. Existing soil saturation in watershed.
    - b. Amount of snow cover and anticipated melt due to rainfall event.
    - c. Level of water in impoundment and anticipated increase due to rainfall event.
    - d. Response time of watershed due to impervious cover, and availability of storage within watershed.
    - e. Impact of dewatering methods on downstream areas.
    - f. Average values.

- D. Include controls to protect living resources within impoundment area and downstream watercourses.
  - 1. Downstream Flows: Maintain the following flows during construction. Maintain aquatic base flow rates in water course channels below dam spillway outlet structures. If flow into pond is less than base flow rate, allow in-flows to exit directly downstream. Minimum downstream flow shall be 15 cfs during construction.
- E. Alternative water control methods will be considered, providing proposed methods conform to applicable local, state and federal codes; will not require an extension of contract time; and will not result in increase of construction costs.
  - 1. The Engineer is not obligated to accept alternative methods and may impose additional requirements as condition of acceptance.

#### 1.4 SUBMITTALS

- A. Water Control System Plan: Include the following.
  - 1. Materials.
  - 2. Schedule of operations.
  - 3. Method for controlling water.
  - 4. The storm recurrence interval and water elevation that the Contractor will provide protection to.
  - 5. Method for conveying inflow.
  - 6. Method for crossing water courses with equipment.
  - 7. Emergency plan.
  - 8. List of emergency contact personnel and 24-hour contact number(s).
  - 9. Submit field-required modifications to approved water control plan to Engineer, prior to actual construction of modification.
- B. Shop Drawings for Information: Prepared by or under the supervision of a qualified professional engineer. Include plans, sections, and details of water control system and accessory items, locations of discharge lines; and means of discharge and disposal of water.
  - 1. Include Shop Drawings signed and sealed by the qualified professional engineer responsible for their preparation.
- C. Hydrologic and Hydraulic Computations for Information: Peak inflow estimates made by the Engineer for the 1, 2, 10, 50, 100 and 500-year storm events are provided for informational purposes. The Contractor will be responsible to confirm the peak inflows under the supervision of a licensed Connecticut professional engineer.

- D. Photographs or video, sufficiently detailed, of existing conditions of adjoining construction and site improvements before installation of water control system, and after drawdown.

#### 1.5 PROJECT CONDITIONS

- A. Protect aquatic life within impoundment area and downstream watercourses. Incorporate additional controls during drawdown and dewatering.
- B. Maintain adequate depth of water in impoundment area for benefit of aquatic life.
- C. Maintain aquatic base flow rates in water course channels below dam spillway structure. If flow into pond is less than base flow rate, allow in-flows to exit directly downstream.
- D. Emergency Notification. Immediately notify the following when significant flood flows endanger the dam, existing structures, or downstream properties.
  - 1. Police Department: 911 (Enhanced E911 available for land lines only)

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. General: Provide materials that are either new or in serviceable condition, and utilize manufactured items for their intended use.
- B. Sand: Clean, inorganic, well-graded, granular material with 100 percent passing a 1-inch sieve.
- C. Sandbags: Burlap or polypropylene, approximately one cubic yard capacity.
- D. Other products or materials as necessary to implement the water control system plan.

### PART 3 - EXECUTION

#### 3.1 GENERAL

- A. Do not begin Work until water levels have been lowered and the cofferdam and conveyance structures within the work area have been installed and maintained.

#### 3.2 PREPARATION

- A. Investigate and verify existing surface and subsurface ground water conditions at each site.

- B. Evaluate type of protective facility, appurtenances, and measures required. Develop and submit Water Control System Plan.

### 3.3 PROTECTION

- A. Since water level is dependent on the flow in the contributing watershed, water level can be expected to vary. The potential for major flood events is always a possibility. Ensure safety of dam and downstream areas.
  - 1. Provide additional measures as needed to control resulting increases in water surface elevations and water flows, and to convey flood flows to downstream watercourses, without damage or risk of failure to dams.
- B. Maintain personnel and equipment on-site during flood watches, flashflood watches and flood warnings to mitigate potential damage during flood events.
- C. Water Control System Plan. Perform actions outlined in the accepted Water Control Plan procedures for significant rainfall events, in addition to other measures necessary to control water during construction.
- D. Dam
  - 1. Take protective measures required to prevent failure of masonry dam and inundation of the work area. Other failure modes exist as well and must be protected against occurring.

### 3.4 DRAWDOWN

- A. CTDEEP personnel will complete the initial drawdown at Mill Pond Dam, which impounds Somersville Pond, located approximately 2.3 miles upstream of construction site.
- B. The Contractor is to coordinate with CTDEEP to regulate the outflow from the Mill Pond Dam as required in advance of storm events.
- C. Install conveyance structure through the work area to divert inflow to the work area in accordance with the Plans. Ensure that rate of discharge does not exceed capacity of downstream watercourse channel, bridges, and flood channel banks; or cause erosion, sedimentation, or piping of soil.
- D. Provide a precipitation gage for the site during construction.
- E. Provide a staff gage to measure the lake water elevations during construction.

### 3.5 WATER CONTROL

- A. Construct water control system of sand bag cofferdams or other methods accepted by the Engineer upstream of the work area, to allow construction of permanent structures and controlled decommissioning of the dam

1. Install bulkheads, culverts, ditching, sheet piles, and diking as required.
  2. Design devices for intended use and anticipated soil and water pressures. Provide watertight seals with devices where required, to prevent damage, water seepage, piping erosion, or collapse.
  3. Perform pumping and related work to manage water entering excavations from seepage, groundwater, or surface run-off
  4. Provide dewatering siphons, pumps or well points to complete the proposed work in dry conditions.
  5. Provide erosion and sedimentation controls to ensure no sediment is discharged to downstream watercourses.
- B. Refill of the Somersville Pond shall commence as soon as is practicable to reduce aquatic impacts due to drawdown. This is a CTDEEP Fisheries permit requirement. Refill, however, shall only be done in a manner that is outlined in Contractor's Water Control System Plan to assure protection of the Mill Pond Dam.
- C. The proposed cofferdam and conveyance structure in the work area shall be removed in their entirety as soon as is practicable.

### 3.6 MAINTENANCE

- A. Monitor water control system daily. Promptly correct seepage, breakage, or other evidence of movement to ensure that water control system remains stable.
- B. Provide additional materials, equipment and manpower, as required, to resist damage to or failure of temporary water control measures.
  1. During predicted periods of significant rainfall or flooding events, provide 24-hour, on-site coverage to assure timely response.

### 3.7 REMOVAL AND REPAIRS

- A. Correct movements or failures of temporary protection facilities and appurtenances, which prevents proper completion of permanent work, or damages existing structures and downstream areas.
- B. Remove water control systems when permanent construction has progressed sufficiently to accommodate hydrostatic pressures. Remove in stages to avoid damage to structures.
  1. Repair or replace adjacent work damaged or displaced by construction operations at no additional cost.

END OF SECTION

## SECTION 02360 – HABITAT WEIRS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes:
  - 1. Habitat weirs
  - 2. Boulder clusters
  - 3. Stable channel fill
- B. Related Sections
  - 1. Section 02200 – Site Clearing and Dam Demolition
  - 2. Section 02210 – Earthwork
  - 3. Section 02245 – Water Control Systems
  - 4. Section 02485 – Riverbank Stabilization

#### 1.3 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs experienced stonemasons and stone fitters.
- B. Source Limitations for Stone: Obtain stone to supplement salvaged stone, from one or more sources with resources to provide materials of consistent quality in appearance and physical properties.
- C. Contractor shall provide a surveyor licensed in the State of Connecticut to survey required elevations.
- D. Where "Standard Specifications" is used, it shall mean "State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 816" and all issued amendments.

#### 1.4 SUBMITTALS

- A. Reference Stone Samples and Sources for Engineer's Approval:
  - 1. For each stone type indicated, include at least two samples for each type of stone, exhibiting extremes of the full range of color and other visual characteristics expected in completed Work. Samples will establish the standard by which stone provided will be judged.
    - a. Size: 0.5 tons for each sample.

- 1) Locate one approved sample at quarry or construction site. This sample may be incorporated into the Work during final placement of that type of stone.
    - a) Make arrangements with Engineer to obtain approval of rock before stone is installed.
    - b) Stone delivered to site that does not match the native type and size requirements will be rejected and shall be replaced at the Contractor's expense.
  2. The Contractor shall examine existing rock hues and available stone and quarry samples in preparing its bid.
- B. Product Data: For each type of the following manufactured products required:
1. Grout
- C. Material Certificates certifying that the following complies with requirements:
1. Steel rebar
- D. Material Test Reports certifying that Stable Channel Fill complies with the requirements in Division 2 Specification "Earthwork"
- E. Field Surveys: By a surveyor licensed in the state of Connecticut depicting layouts of proposed habitat weirs and as-built layout and elevations demonstrating compliance with layouts and elevations required on drawings.
1. Submit field survey of channel bottom cross-sections along the profile of the proposed grade control weirs to verify horizontal layout and vertical elevations of existing rock where habitat weirs are to be constructed.
    - a. Indicate on cross-sections locations the following:
      - 1) Locations and elevations of existing riverbanks where habitat weirs are to terminate to match existing grades.
      - 2) Elevation of proposed tops of walls outside center channel and adjacent overbanks.
      - 3) Locations, widths and elevations of proposed center channels and adjacent overbanks.
    - b. Submit cross-sections with all information at least five days prior to construction to allow field review, verification and acceptance by Engineer.
- F. Qualification Data: For qualified testing agency and licensed surveyor.
- 1.5 DEFINITIONS
- A. Natural Armor: Coarse material layer forming the base of the river.
  - B. Habitat Weirs: Weirs constructed of boulder clusters.

PART 2 - PRODUCTS

2.1 STONE

- A. General: Quarry stone, field stone or rock fragments that are hard, sound and durable; resistant to weathering action; reasonably fine grained; and free from structural defects that would impair the strength or durability of the stone. Do not use stones with defects that have been repaired with cement or other materials.
  - 1. Match appearance (color, grain size and pattern) of rock native to the geographic area.
  - 2. Offsite Source: Obtain from a quarry known to be of satisfactory quality.
  - 3. No limestone or other stones differing in quality or color from existing natural river deposited stone shall be allowed. Existing limestone in the river channel shall not be allowed for reuse, and shall be removed and disposed off site.
  
- B. River Stone
  - 1. Shape: Angular (except when called out on Drawings as rounded).
  - 2. Color: To match existing channel rock hues
  - 3. Size: As depicted on the Drawings
  
- C. Foundation Stone
  - 1. Shape: Angular.
  - 2. Color: To match existing channel rock hues
  - 3. Size: As depicted on the Drawings
  
- D. Chink Stones
  - 1. Shape: Angular
  - 2. Color: To match existing channel rock hues
  - 3. Size: Use various sizes as needed to fill gaps in placed rocks such that open joints do not exceed one-inch in width nor more than a six-inches in length.
  
- E. Deflector Boulder Stone.
  - 1. Shape: Naturally rounded
  - 2. Color: To match existing channel rock hues.
  - 3. Size: As depicted on the Drawings

2.2 CHANNEL FILL

- A. Shall meet the requirements in Division 2 Specification "Earthwork"

2.3 STEEL REBAR

- A. Rebar: ASTM A 615/A 615 M, Grade 60 (Grade 420)
- B. Steel: ASTM A-36.

2.4 GROUT

- A. Rebar grout shall be Hilti HY 150 Adhesive, or approved equal.

PART 3 - EXECUTION

3.1 SEQUENCING – GENERAL

- A. Perform construction of habitat weirs in accordance with the following general sequence. Modifications, as needed for each project or as requested by the Contractor, must be submitted to the Engineer and approved prior to construction.
  - 1. Install water control systems including stream diversion and in-channel access where required.
  - 2. Excavate/remove rock from stream channel to required elevations for construction of proposed habitat weirs
  - 3. Construct habitat weirs from upstream location to downstream location. Construct elements according to the Construction Phasing Plan.
  - 4. Implement Water Control Plan to divert water from respective work areas to allow preparation and installation work under controlled conditions.
  - 5. Backwash boulders with channel sand and gravel to fill in voids for proper flow conditions.

3.2 PREPARATION

- A. Perform in-stream work only after water control systems, stream diversions, and in-channel access systems are installed and functioning.

3.3 EXAMINATION

- A. Inspect stream channel in presence of Engineer. Identify streambed materials to be salvaged; and impediments to construction such as boulder, bedrock, rock outcrops, vegetation, debris, or trash.

3.4 IN-STREAM CHANNEL GRADING

- A. Remove unsuitable materials in streambed including clay, muck, debris and trash before starting with channel grading.
  - 1. Proceed with installation only after unsatisfactory conditions have been corrected.
- B. Excavate existing loose material and form a working bed elevations indicated in the contract drawings. Where material to be excavated is no longer loose and bedrock is encountered, mechanical methods may be used.
  - 1. Remove loose rock from excavations.

3.5 ROCK REMOVAL

- 1. See Division 2, Section 02210 – Earthwork for mechanical removal requirements.

### 3.6 HABITAT WEIRS

- A. Install, in sequence, two foundation stones, then a river stone, such that one river stone rests on two foundation stones, to the stations, offsets, and elevations indicated on the Contract Drawings.
- B. Place foundation stones as shown on plans to the grades specified.
  1. When placing on bedrock, drill a 6" deep hole in bedrock and through foundation stone. The hole shall be a large enough diameter to accommodate #8 rebar. Fill the hole with grout. Align predrilled stone hole with hole in bedrock, fill stone hole with grout, insert rebar, insert rebar into bedrock and bend top of rebar over stone. Allow enough length of rebar to bend over the top of the stone, flush to the top of the stone, oriented in a downstream direction, without extending beyond the stone.
    - a. Hole in rock shall be completely filled with grout after insertion of rebar to seal hole.
    - b. Excessive grout forced out of the hole by insertion of the rebar shall be removed and disposed of properly to avoid impacts to river water quality or other wetland resources.
- C. Place river stones on two foundation stones to obtain the desired height and center channel width as shown on the Contract Drawings. River stones shall be installed with its long axis perpendicular to the flow as detailed in the Contract Drawings.
- D. Continue this process until a single weir is completed.
- E. Plug gaps with chink stones to limit openings to no more than four square inches in size.
- F. Thoroughly backfill the upstream side of the foundation and river stones with channel fill material to fill void spaces, and then backwash to hydraulically settle the channel fill. If gaps remain between the foundation and river stones, which could wash out the channel fill, the Contractor shall wedge appropriately sized chink stones between the stones on the upstream side of the structure. The chink stones shall be placed in a manner that ensures its stability during high flow events.
- G. River stones shall not be stacked, but must lean against the downstream foundation stones for structural support to prevent unwanted movement during ice and debris flows. The Engineer shall verify line and grade (station, offset, and elevation) of placed stone and upon verification, approve final placement and orientation of all stones.

### 3.7 BOULDER CLUSTERS

- A. Install boulder clusters as detailed on the Contract Drawings. Deflector boulders shall be placed on the upstream side of the foundation stones to produce boulder cluster triangles.
- B. Place foundation stones as shown on plans to the grades specified.
  1. When placing stones on existing sediment, prepare existing channel material so foundation stones are exposed 12-15 inches above the channel bed. Obtain approval from the Engineer before placing foundation stones.
  2. When placing on bedrock, drill a 12" deep hole in bedrock and foundation stone. The hole shall be a large enough diameter to accommodate #8 rebar. Fill the hole with grout. Align predrilled stone hole with hole in bedrock, fill stone hole with grout, insert rebar, insert rebar into bedrock and bend top of rebar over stone. Allow 6" length of rebar to bend over the

top of the stone, flush to the top of the stone, oriented in a downstream direction, without extending beyond the stone.

- a. Hole in rock shall be completely filled with grout after insertion of rebar to seal hole.
  - b. Excessive grout forced out of the hole by insertion of the rebar shall be removed and disposed of properly to avoid impacts to river water quality or other wetland resources.
- C. Each cluster shall consist of two or three foundation stones and one exposed deflector boulder. Deflector boulders may be installed in the wet after the placement of foundation stones has been approved by the Engineer. Excess natural stream channel material or compacted channel fill material shall be placed around the foundation stones for additional support. The Engineer shall verify line and grade (stations, offsets, and elevations) of placed stones and upon verification to approve final placement and orientation of the stones.
- D. Deflector boulders shall not be stacked on top of the foundation stones, but must lean against the downstream foundation stones for structural support to prevent unwanted movement during high flow events and ice and debris flows.

END OF SECTION

## SECTION 02372 – EROSION AND SEDIMENTATION CONTROL

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and General Requirements, and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes furnishing, placing, and maintaining sedimentation control measures as shown on the Drawings, as directed by the Engineer, and where necessary to reduce sediment content of runoff. Measures include the following:

1. Silt fence.
2. Erosion control hay bales.
3. Hydrocarbon absorption booms.
4. Erosion Control Matting
5. Wood chip berm.
6. Downstream stone check dam.
7. Construction entrance.
8. Pumping settling basins.
9. Dust control.
  - a. Conduct construction operations and activities to minimize the creation and dispersion of dust. If the Engineer determines that water and or calcium chloride is required for more effective dust control, provide such measures at no additional cost.

- B. Related Sections include the following:

1. Division 2 Section "Site Clearing & Demolition."
2. Division 2 Section "Earthwork."
3. Division 2 Section "Water Control System."

#### 1.3 SUBMITTALS

- A. Product Data: For the following:
  1. Silt fence.
  2. Geotextile fabric

3. Hydrocarbon absorption boom.
4. Calcium chloride.

B. Certificates of Compliance:

1. Silt fence..
2. Hydrocarbon absorption boom.
3. Calcium chloride.

1.4 QUALITY ASSURANCE

- A. Standard Specifications: "Form 816, Standard Specifications for Roads, Bridges and Incidental Construction, State of Connecticut, Department of Transportation" and supplements.
- B. Connecticut Guidelines for Soil Erosion and Sediment Control (SESC) by the Connecticut Council on Soil and Water Conservation.

PART 2 - PRODUCTS

2.1 SILT FENCE

- A. Synthetic Filter Fabric: Woven geotextile, 36 inches maximum height, conforming to the following:

<u>Properties</u>	<u>Requirement</u>	<u>Unit</u>
Grab Tensile Strength (ASTM D4632):	124	Lbs
Grab Tensile Elongation (ASTM D4632):	15	Percent
Puncture Strength (ASTM D4833):	60	Lbs
Flow Rate (ASTM D4491):	10	Gal/Min/Sq. Ft.
UV Resistance(at 500 hours) (Retained strength) (ASTM D4355):	80	Percent

2.2 POSTS

- A. Hardwood Stakes: 1.5-inch by 1.5-inch by 42-inches, minimum.

2.3 SILT FENCE FASTENERS

- A. Staples, tie wires or hog rings, as recommended by manufacturer.
  - 1. Staples: Heavy-duty wire, 1-inch long minimum.

2.4 STRAW BALES

- A. Bales: Straw, weighing 40 to 120 pounds per bale.
- B. Stakes: Wood, 1-inch by 1-inch by 36-inch minimum.

2.5 SEDIMENT DEWATERING BAG

- A. Filter Bag (Silt Bag): Manufactured non-woven geotextile fabric bag, sewn with high-strength thread, with a spout to accommodate a 4-inch discharge hose (maximum), and attached straps.
  - 1. Available Product and Manufacturer:
    - a. Dirtbag® by ACF Environmental, Richmond, VA.
    - b. Dandy Dewatering Bag by Dandy Products, Inc., Dublin, OH.
    - c. Or equal.
  - 2. Geotextile Fabric:

<u>Properties</u>	<u>Test Method</u>	<u>Units</u>
Grab Tensile Strength	ASTM D4632	250 lbs
Puncture	ASTM D4833	165 lbs.
Flow Rate	ASTM D4491	70 Gal/Min/Sq. Ft.
Permitivity	ASTM D4491	1.3 sec-1
Mullen Burst	ASTM D3786	550 psi.
UV Resistance	ASTM D4355	70 percent
Apparent Opening Size	ASTM D4751	40 US Sieve
Percent Retained		100 percent

2.6 CONSTRUCTION ENTRANCE

- A. Stone: Article M.01.01 of Form 816, size as indicated on the Drawings.

2.7 DUST CONTROL

- A. Calcium Chloride: ASTM D98, Type 1 or Type 2.

- B. Water: Potable.

## 2.8 EROSION CONTROL MATTING

- A. Non-polymer, jute-based erosion control matting.

## 2.9 HYDROCARBON ABSORPTION BOOM

- A. Turbidity Control System: Impervious curtain with floatation, chain ballast, anchor system, and repair kit.
  - 1. Curtain Material: Flexible, reinforced, thermoplastic material or geotextile; easily cleaned and resistant to marine growth, ultraviolet light, and mildew.
    - a. Tensile Strength: 300 lb./inch.
  - 2. Double sewn seams with grommets.
  - 3. Floatation Devices: PVC-coated or encased.
  - 4. Ballast: Non-corrosive metal.
- B. Skimming Spill Kit: Packed in a single container, capable of absorbing 40 gallons of oil, containing at a minimum, the following:
  - 1. Nine 10-foot socks.
  - 2. Two 10-foot booms.
  - 3. 40 skimming mat pads.
  - 4. Miscellaneous: Disposal bags and ties; labels; emergency response guidebook, and instruction manual.

## 2.10 WOOD CHIP BERM

- A. Wood chips: Article M.13.05 of Form 816, or processed from existing trees designated for removal within the Project Limits.

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. Minimize environmental damage during construction. Prevent discharge of fuel, oil, lubricants, and other fluids. Mitigate effects of discharge.
- B. Install erosion and sediment control measures prior to clearing, demolition or construction.
- C. Construct erosion and sediment control measures in accordance with standards and specifications of the Connecticut Soil Erosion and Sediment Control guidelines, local regulations, and as indicated.

## EROSION AND SEDIMENTATION CONTROL

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1. Attend a preconstruction meeting with the Engineer, to review permit conditions and construction methods.
  2. Provide additional sedimentation and erosion controls as required by the Engineer to address field conditions.
  3. Do not discharge turbid water directly from dewatering to inland wetlands or watercourses.
  4. Inspect site weekly and prior to any anticipated rain event. Ensure that erosion controls are properly maintained and functioning.
  5. Supply a 24-hour contact name and number as part of the erosion control plan.
- D. Install additional control measures, if deemed necessary by the State, City, or Owner.
- E. Control dust and wind erosion. Control dust to prevent a hazard to traffic on adjacent roadways. Dust control includes sprinkling of water and uniform application of calcium chloride on exposed soils and haul roads.
- F. Do not discharge directly into wetlands or watercourses where dewatering is necessary. Utilize methods and devices as permitted by authorities having jurisdiction and appropriate regulations to minimize and retain suspended solids including pumping water into a temporary sedimentation bowl, providing surge protection at inlet and outlet of pumps, floating pump intake.
1. If pumping operation results in turbidity problems, stop pumping until means of controlling turbidity are determined and implemented.
- G. Where control measures are required for longer than 60 days, use silt fence instead of hay bales.
- H. Cut Areas
1. Establish an erosion control line (straw bale check or filter fabric) at toe of slope in cut areas and slope stabilization with mulch or grass within 30 days of start of cut operations.
- I. Fill Areas
1. Establish an erosion control line (woodchip berm or filter fabric) approximately 10 feet from toe of slope of proposed fill areas prior to beginning fill installation.
  2. Initiate slope stabilization with mulch or grass within 30 days of start of fill installation.
- J. Within 7 days of completing slope construction, stabilize slopes with vegetation or matting to minimize exposure.

K. Stockpiles

1. Side Slopes: 2:1 maximum.
2. Surround stockpiles by a sediment barrier.
3. Stabilize stockpiles left bare for more than 15 days with temporary vegetation or mulch.

L. Final Grading

1. If final grading is delayed for more than 30 days after land disturbances cease, stabilize soils with temporary vegetation or mulch.
2. Provide temporary erosion control matting on seeded areas where the slope is steeper than (2H:1V).

M. Planting Season for Temporary Vegetation

1. March 1 to June 15 and August 1 to October 1.
2. After September 15, stabilize areas with hay bale check, filter fabric, or woodchip mulch.

N. Areas to Be Left Bare Prior to Finished Grading and Seeding

1. Within Planting Seasons
  - a. Temporarily seed with Perennial Ryegrass
  - b. Apply at a rate of 2 pounds per 1000 sq. ft. at a depth of 1/2 inch.
  - c. Where grass predominates, fertilize according to a soil test at a minimum application rate of one pound per acre.
2. Outside of Planting Seasons
  - a. Apply air-dried wood chip mulch, free of coarse matter.
  - b. Apply at a rate of 185 to 275 pounds per 1000 sq. ft.

### 3.2 CONTROL SYSTEM

A. Silt Fence

1. Install fencing at locations indicated on plans or where directed by the Engineer. Maintain pitch of 2 to 20 degrees, with inclination toward potential silt source.
2. Install bottom 6 inches of fabric by trenching and burying the fabric into the notched ground.
3. Drive posts into ground a minimum of 12 inches.
4. Locate fabric splices at posts only. Provide 6-inch overlap and seal.

B. Sedimentation Control Straw Bales

1. Install at locations indicated on plans or where directed by the Engineer. Place straw bales lengthwise with ends tight abutting one another. Install bales with bindings located on the sides.
2. Entrench bales 4 inches and backfill. Place backfill toward potential silt source.
3. Secure in place with 2 stakes per bale and insert straw in voids between bales.

### 3.3 SEDIMENT DEWATERING BAGS

- A. Install fabric filter bag so incoming water flows downhill or towards drainage system through the filter without creating erosion. Place filter bag on porous sublayer such as a hay bale bed, or in trucked, to maximize water flow through surface area of bag.
- B. Dispose of fabric bag when it can no longer efficiently filter sediment or pass water at a reasonable rate.

### 3.4 DUST CONTROL

- A. Apply water and calcium chloride uniformly over the surface when dust becomes a nuisance or when directed by the Engineer.

### 3.5 MAINTENANCE

- A. Control System
  1. Inspect control system immediately after each rainfall and daily during prolonged rainfall. Make repairs immediately.
  2. Remove and dispose of accumulated sediments when sediment reaches approximately one-third the height of the control system, or when directed by the Engineer.
  3. Replace control system promptly if fabric decomposes or system becomes ineffective prior to the expected usable life.
  4. Maintain or replace system until no longer necessary for the intended purpose.
- B. Construction Entrance
  1. Maintain in good condition throughout construction period.
  2. Sweep adjacent roadways daily to remove tracked material from pavement.

### 3.6 REMOVAL

- A. Remove and dispose of control system after area stabilizes with new growth or as directed by the Engineer.

END OF SECTION

## SECTION 02485 – RIVERBANK STABILIZATION

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and General Requirements, and Division 1 Specifications Sections, apply to this Section

#### 1.2 SUMMARY

- A. This Section includes variations of site restoration including the following:
  - 1. Topsoil covering riprap
  - 2. Riprap bank stabilization
  - 3. Riprap bridge scour protection
  - 4. Partially grouted riprap
- B. Related sections include the following:
  - 1. Division 2 Section "Erosion and Sedimentation Control".
  - 2. Division 2 Section "Earthwork".
  - 3. Division 2 Section "Site Restoration".
  - 4. Division 3 Section "Cast-In-Place Concrete".

#### 1.3 DEFINITIONS

- A. Subgrade: Surface or elevation of subsoil remaining after completing excavation.
- B. Finish Grade: Elevation of finished surface of top soil.
- A. Bedrock: Rock material in beds, ledges, unstratified masses, and conglomerate deposits and boulders of rock material that cannot be removed by excavating equipment, without systematic drilling, ram hammering, ripping, or blasting, when permitted; and that when tested by an independent geotechnical testing agency, according to ASTM D 1586, exceeds a standard penetration resistance of 100 blows/2 inches.
- B. Natural Channel Sediment/Armor: Coarse material layer forming the natural base of the river, prior to construction of the Springborn Dam.

#### 1.4 SUBMITTALS

- A. Product Data:
  - 1. Geotextile Fabric
- B. Material Certificate:
  - 1. Riprap

1.5 QUALITY ASSURANCE

- A. Standard Specifications: "Form 816, Standard Specifications for Roads, Bridges and Incidental Construction, State of Connecticut, Department of Transportation" and supplements.
- B. ASTM D 6913: Grain Size Analysis

PART 2 – PRODUCTS

2.1 STANDARD RIPRAP

- A. Standard Riprap: Shall consist of material conforming to Form 816 State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction Section M.12.02-Riprap., 1. Standard Riprap.
- B. Granular Fill Bedding: Bedding for Standard Rip Rap shall consist of Rolled Bank Gravel Surface: Form 816, Section M.02.03, Rolled Bank Gravel Surface, conforming to State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 816. Section M.02.06, Grading A.

2.2 HEAVY RIPRAP

- A. Heavy Riprap: Shall consist of sound, tough, durable and angular rock, free from decomposed stones or other defects impairing its durability. The size of a stone as specified shall be its least dimension. Broken concrete or rounded stones shall not be acceptable. It shall be graded within the following limits:

<u>Particle Diameter</u>	<u>Particle Size (inches)</u>
D <sub>100</sub>	36 max.
D <sub>85</sub>	23.5 – 27.5
D <sub>50</sub>	17 – 20.5
D <sub>15</sub>	11 – 15.5

- B. Granular Fill Bedding: Bedding for Heavy Rip Rap shall consist of Rolled Bank Gravel Surface: Form 816, Section M.02.03, Rolled Bank Gravel Surface, conforming to State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 816. Section M.02.06, Grading B.

2.3 TOPSOIL

- A. Topsoil: As specified in Division 2 Section "Site Restoration".

2.4 PARTIALLY GROUTED RIPRAP

- A. Partially Grouted Riprap: The intent of the grouting is to “glue” individual stones together to create a conglomerate of stones which effectively increases the median stone size. Unlike fully grouted riprap, the intent of the “Partially Grouted Riprap” is to produce a layer of protection which is flexible and able to self-repair itself should undermining of the armament occur.
- B. Grout: See below.

2.5 GROUT

- A. Grout: Portland cement grout as specified in Division 3 Section “Cast-in-Place Concrete”.

2.6 GEOTEXTILE FABRIC

- A. Geotextile fabric shall be a non-woven, needle punched continuous filament with the following properties:

MINIMUM MATERIAL PROPERTIES

<u>Property Test Method</u>		<u>Value</u>
Grab Tensile (lbs.)	ASTM D-4632	120
Elongation (%)	ASTM D-4632	50
Trapezoidal Tear (lbs.)	ASTM D-4533	50
Puncture Resistance (lbs)	ASTM D-6241	300
Permittivity (sec - 1)	ASTM D-4491	1.7

2.7 STEEL REBAR

Steel Rebar: As specified in Division 3 Section “Cast-in-Place Concrete”

PART 3 – EXECUTION

3.1 EARTHWORK

- A. Excavating, trenching, backfilling, fill placement, fill compaction criteria, disposal, and protection are specified in Division 2 Section “Earthwork.”

3.2 UNAUTHORIZED EXCAVATION

- A. If unauthorized excavation is performed beyond the limits shown on the Plans or the limits directed by the Engineer, it shall be backfilled at the Contractor's expense with material satisfactory to the Engineer and compacted in accordance with provisions in this section.

### 3.3 SUBGRADE PREPARATION

- A. Prior to fill placement, the subgrade should be compact, dry, and free from debris, ice, and snow. Fill placement will not be allowed over frozen subgrade.
- B. Subgrade preparation should be followed immediately by fill placement, or the intended construction. Deterioration of the subgrade between excavation and initial fill placement shall be the responsibility of the Contractor and shall be repaired at the Contractor's expense.
- C. All subgrades must be inspected by the Engineer prior to fill placement. Sufficient time must be given to the Engineer to inspect and perform any necessary tests on the subgrade.
- D. If in the opinion of the Engineer, the subgrade becomes disturbed, the material shall be recompacted if conditions permit, or excavated and replaced with compacted suitable material as ordered by the Engineer.

### 3.4 GEOTEXTILE FABRIC

- A. Install fabric on the prepared subgrade at the indicated locations and dimensions, as recommended by the manufacturer, and as directed by the Engineer.
  - 1. Overlap adjacent rolls a minimum of 12 inches or as specified by the manufacturer with approval of the Engineer.
  - 2. Place overlap in the direction of filling, such that the aggregate being spread does not push adjacent sheets of fabric apart.

### 3.5 RIPRAP INSTALLATION

- A. Riprap shall be placed in accordance with Form 816, Section 7.03.03.
- B. Upon delivery at site, do not dump riprap directly onto geotextile fabric.
  - 1. Dump material adjacent to geotextile areas and then spread riprap onto geotextile.
  - 2. End dumping or tail gate dumping of riprap from a height of more than 3 feet will not be permitted onto geotextile filter fabric.
- C. Machine place riprap to full course thickness in one layer to the lines and grades indicated. Rearrange individual stones by hand or equipment as required to produce a reasonably well-graded distribution of rock, free from pockets of small stones and clusters of larger stones.
  - 1. Prevent displacement of bedding material.
- D. Produce a finished surface free from pockets of small stones and clusters of larger stones.
  - 1. Placing material by methods likely to cause segregation of the various sizes of stone will not be permitted.
  - 2. Double decking of thin, flat stones to bring the surface up to the required grade will not be allowed.
- E. Place topsoil over riprap in 6 inch layers. Wash topsoil into riprap to ensure a tightly backfilled mass. Place topsoil and wash into riprap until a 1-inch layer of fill uniformly covers riprap.

### 3.6 PARTIALLY GROUTED RIPRAP

- A. In general, construction methods for the "Partially Grouted Riprap" will proceed as follows: (a) preparation of subgrade, (b) installation of geotextile, (c) installation of gravel protection layer, (d) placement of riprap, (e) placement of grout, and (f) curing and protection of grout.
- B. Riprap Placement: The riprap shall be placed in accordance Form 816, Section 7.03.03. The riprap shall be washed free of mud and dust to assure bonding between the grout and the riprap. The riprap shall be kept wet for at least 2 hours immediately prior to grouting. Free surface water shall be allowed to dissipate just prior to grouting.

C. Grout Placement:

1. Production of Grout: Batching and mixing equipment shall provide sufficient capacity to prevent cold joints and conform to the requirements of ASTM C 94 or C 605. Materials shall be stockpiled and batched by methods that will prevent segregation or contamination of aggregates and insure accurate proportioning of the ingredients of the mixture. Grout shall be used within 1 ½ hours after the addition of cement to the aggregates. Retempering of grout shall not be permitted.
2. Placing Grout: Riprap shall not be grouted without special protection when the ambient temperature is below 40°F or above 85°F, or when the grout is likely to be subjected to freezing temperature before final set has occurred. Grout shall not be placed on frozen surfaces. Grout placed on nearly level areas may be placed in one course. Grout placed on slopes shall be placed in successive tiers approximately ten feet in width, starting at the toe of the slope and progressing to the top. Grout shall be deposited as close as possible to the final position by a positive displacement pump or by a method that will prevent segregation of aggregates or loss of mortar. Grout shall not be dropped more than 5 feet vertically unless suitable equipment is used to prevent segregation. Adequate precautions shall be taken to prevent grout from penetrating sub-base materials.

The typical application rate shall be approximately 2 - 2.2 ft<sup>3</sup> of grout per square yard of riprapped surface area. The application shall be such so that the grout does not form an impermeable layer at either the surface of the riprap nor along the underlying gravel filter layer. The target distribution of grout within the riprap matrix is such that about 2/3<sup>rds</sup> of the grout should reside in the upper half of the riprap layer, with 1/3<sup>rd</sup> of the grout penetrating into the lower half (refer to the enclosed photos). Only about 1/3<sup>rd</sup> to 1/2 of the total void spaces between the stones shall be filled with grout. Optimal performance of the partially grouted riprap is achieved when the grout is effective in "gluing" neighboring stones at their points of contact, rather than filling the voids between. Prior to the widespread installation of grout, a trial placement of the grout shall be completed in a noncritical area as approved by the Engineer. The grout mix, application rates and installation methods shall be adjusted as approved by the Engineer in order to achieve the desired partially grouted riprap matrix prior to the widespread placement of grout.

3. Underwater Placement: No underwater placement of grout shall be permitted.

4. Curing and Protection: Beginning immediately after placement and continuing for at least seven (7) days, all grout shall be cured and protected from premature drying, extremes in temperature, rapid temperature change, freezing, mechanical damage, flowing water, and exposure to rain. Preservation of moisture for grout surfaces can be accomplished by sprinkling, ponding, absorptive mats kept continuously wet, impervious sheet material, or a membrane-forming curing compound. No workman or loads shall be permitted on the grouted surface until proper strength has been developed.

END OF SECTION

## SECTION 02925 – SITE RESTORATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, General Requirements, and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Providing and grading topsoil.
  - 2. Seeding or hydroseeding.
  - 3. Mulching.
  - 4. Restoration of disturbed areas.
- B. Related Sections include the following:
  - 1. Division 2 Section "Erosion & Sedimentation Control."
  - 2. Division 2 Section "Site Clearing & Demolition."
  - 3. Division 2 Section "Earthwork."

#### 1.3 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of topsoil.
- B. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath topsoil.

#### 1.4 SUBMITTALS

- A. Material or Product Certificates: For topsoil, soil amendments, fertilizers, seed, wetland mitigation plants, and mulch, signed by material or product manufacturer.
- B. Written 2-year guarantee per Section 3.3.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Seed, Lime, and Fertilizer: Deliver in original sealed, labeled, and undamaged containers.

## 1.6 SCHEDULING

- A. Planting Restrictions: Plant during one of the following periods.
  - 1. Spring Planting: April 1 to June 15.
  - 2. Fall Planting: August 15 to October 15.
- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit.

## 1.7 PLANT MAINTENANCE

- A. Begin maintenance immediately after each area is planted and continue until a satisfactory turf is established.
  - 1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Prevent walking over muddy or newly seeded areas.

## PART 2 - PRODUCTS

### 2.1 SEED

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances. Grass seed to be used to restore the site in areas not designated for floodplain or upland erosion control seed mixes.
- B. Floodplain Mix: "Ernst Floodplain Mix". Applied in accordance with the manufacturer's recommendations including cover crop, if applicable.
- C. Restoration Seed Mix: "New England Erosion Control/Restoration Mix for Dry Sites". Applied in accordance with the manufacturer's recommendations.
  - 1. Topsoil: ASTM D 5268, pH range of 5.5 to 7, a minimum of 6 percent and a maximum of 20 percent organic material content; free of stones 1 inch or larger in any dimension and other extraneous materials harmful to plant growth.
  - 2. Topsoil Source: Reuse surface soil stockpiled on-site. Verify suitability of stockpiled surface soil to produce topsoil. Clean surface soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.
    - a. Supplement with imported or manufactured topsoil from off-site sources when quantities are insufficient. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches deep; do not obtain from agricultural land, bogs or marshes.

## 2.2 INORGANIC SOIL AMENDMENTS

- A. Lime: ASTM C 602, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent and as follows:
  - 1. Provide lime in form of dolomitic limestone, Class S, with a minimum of 95 percent passing a No. 100 sieve.

## 2.3 ORGANIC SOIL AMENDMENTS

- A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 3/4-inch sieve; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:
  - 1. Organic Matter Content: 50 to 60 percent of dry weight.
  - 2. Approved Products: AllGro, 4 Liberty Lane West, Hampton, NH 03842 (1-800-662-2440), or equal.
- B. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.

## 2.4 MULCHES

- A. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, hay or threshed straw of wheat, rye, oats, or barley; free of weeds, reeds, and twigs; maximum moisture content of 15 percent. Do not use salt hay.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas to be planted for compliance with requirements and other conditions affecting performance.
  - 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
  - 2. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
  - 3. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.

4. Uniformly moisten excessively dry soil that is not workable and which is too dusty.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.

B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

C. Prior to seeding, existing wetland should be cleared and grubbed of any invasive plant species (i.e. Phragmites)

### 3.3 SEEDING

A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.

1. Do not use wet seed or seed that is moldy or otherwise damaged.

2. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.

B. Seeding rates are to be in accordance with the manufacturer's recommendations.

C. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.

D. Protect seeded areas with erosion-control mats where shown on Drawings; install and anchor according to manufacturer's written instructions.

E. Protect seeded areas with slopes not exceeding 1:6 by spreading straw mulch. Spread uniformly at a minimum rate of 2 tons/acre to form a continuous blanket 1-1/2 inches in loose thickness over seeded areas. Spread by hand, blower, or other suitable equipment.

1. Bond straw mulch by spraying with asphalt emulsion at manufacturer's recommended rate. Take precautions to prevent damage or staining of structures or other plantings adjacent to mulched areas. Immediately clean damaged or stained areas.

### 3.4 HYDROSEEDING

A. Hydroseeding: Mix specified seed, fertilizer, and fiber mulch in water, using

equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application.

1. Mix slurry with nonasphaltic tackifier.
2. Apply slurry uniformly to all areas to be seeded in a one-step process. Apply slurry at a rate so that mulch component is deposited at not less than 1500-lb/acre dry weight, and seed component is deposited at not less than the specified seed-sowing rate.

### 3.5 SATISFACTORY PLANTING

A. Turf installations shall meet the following criteria:

1. Satisfactory Seeded: At end of maintenance period, a healthy, uniform, close stand of grass or plants has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft and bare spots not exceeding 3 by 3 inches.

B. Use specified materials to reestablish seeded area that does not comply with requirements and continue maintenance until growth is satisfactory.

C. Provide 2-year guarantee for achievement of Satisfactory Plantings.

### 3.6 CLEANUP, PROTECTION, AND REPAIR

A. Promptly remove soil and debris created by planting work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

B. Erect barricades and warning signs as required to protect newly planted areas from construction, and vehicular and pedestrian traffic. Maintain barricades throughout maintenance period and remove after turf is established.

1. Where young plants have been damaged, rework soil to a suitable seedbed, and replant with full amounts of the specified materials.

C. Remove erosion-control measures after planting establishment period.

### 3.7 SITE RESTORATION

A. Trailer Site

1. Following removal of the field office and temporary utilities, repair area to pre-construction condition.

B. Staging and access routes

1. Following completion of construction, restore the access and staging locations to pre-construction condition. Remove materials contaminated with road oil,

asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, guard rail and sidewalks at temporary entrances and staging areas.

C. Other Areas Outside Construction Limits

1. Contractor is responsible for repair of any disturbance outside the limits of construction indicated on the plans at his own expense.

END OF SECTION

## SECTION 03300- CAST-IN-PLACE CONCRETE

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, General Requirements and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section specifies cast-in place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.
- B. Related Sections include the following:
  - 1. Division 2 Section "Earthwork"

#### 1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume.

#### 1.4 SUBMITTALS

- A. Product Data: For each type of manufactured material and product indicated.
- B. Design Mixes: For each concrete mix. Include alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.
  - 1. Submit copies of test reports by independent test labs conforming to ASTM C 1077 showing that the mixture has been successfully tested to produce concrete with the properties specified.
  - 2. Do not add water to concrete during delivery, at Project site, or during placement, unless included in the mix design and approved by Engineer.
    - a. Procedure for adding and calculating amount of water to be added at the Project site shall be submitted with the mix design if water is to be added at the Project site.
- C. Steel Reinforcement Shop Drawings: Details of fabrication, bending, and placement, prepared according to ACI 315, "Details and Detailing of Concrete Reinforcement." Include material, grade, bar schedules, stirrup spacing, bent bar diagrams, arrangement, and supports of concrete reinforcement. Include special reinforcement required for openings through concrete structures.

1. Do not scale dimensions from structural drawings to determine lengths of reinforcing bars.
- D. Formwork Design and Shop Drawings for Walls Greater than 8 Feet Tall: Prepared by or under the supervision of a qualified professional engineer detailing fabrication, assembly, and support of formwork. Design and engineering of formwork are Contractor's responsibility.
1. Shoring and Reshoring: Indicate proposed schedule and sequence of stripping formwork, shoring removal, and installing and removing reshoring.
- E. Material Certificates: Signed by manufacturers certifying that each of the following items complies with requirements:
1. Cementitious materials and aggregates.
  2. Form materials and form-release agents.
  3. Steel reinforcement and reinforcement accessories.
  4. Admixtures.
  5. Curing materials.
  6. Bonding agents.
  7. Adhesives.
  8. Epoxy joint filler.
- F. Minutes of pre-installation conference.

## 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed concrete Work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.
1. Manufacturer must be certified according to the National Ready Mixed Concrete Association's Certification of Ready Mixed Concrete Production Facilities.
- C. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548.
1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.

- D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, each aggregate from one source, and each admixture from the same manufacturer.
- E. ACI Publications: Comply with the following, unless more stringent provisions are indicated:
  - 1. ACI 350, " Code Requirements for Environmental Engineering Concrete Structures."
  - 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
  - 3. ACI 305R, "Hot Weather Concreting"
  - 4. ACI 306.1, "Standard Specifications for Cold Weather Concreting"
- F. Pre-installation Conference: Conduct conference at Project site.
  - 1. Before submitting design mixes, review concrete mix design and examine procedures for ensuring quality of concrete materials. Require representatives of each entity directly concerned with cast-in-place concrete to attend, including the following:
    - a. Contractor's superintendent.
    - b. Independent testing agency responsible for concrete design mixes.
    - c. Ready-mix concrete producer.
    - d. Concrete subcontractor.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle steel reinforcement to prevent bending and damage. Protect from contaminants such as grease, oil, and dirt. Ensure materials can be accurately identified after bundles are broken and tags are removed.

## PART 2 - PRODUCTS

### 2.1 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
  - 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.

2. Comply with local regulations controlling use of volatile organic compounds (VOCs).
  3. Available Products: GCC-100 FRW water based or approved equivalent.
- C. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
1. Furnish units that will leave no corrodible metal closer than 1 inch to the plane of the exposed concrete surface.
  2. Furnish ties that, when removed, will leave holes not larger than 1 inch in diameter in concrete surface.
  3. Furnish ties with integral water-barrier plates to walls indicated to receive damp proofing or waterproofing.

## 2.2 STEEL REINFORCEMENT

- A. Steel Reinforcement: ASTM A 615/A 615M, Grade 60, deformed.

## 2.3 REINFORCEMENT ACCESSORIES

- A. Joint Dowel Bars: Plain-steel bars, ASTM A 615/A 615M, Grade 60. Cut bars true to length with ends square and free of burrs.
- B. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than cast-in-place concrete.

## 2.4 CONCRETE MATERIALS

- A. Acceptable materials include the following:
1. Portland Cement: ASTM C 150, Type I(A)/II(A).
  2. Blended Hydraulic Cement: ASTM C 595M, Type IS, Portland blast-furnace slag cement.
  3. Blended Hydraulic Cement: ASTM C 595M, Type IP, Portland-pozzolan cement.
  4. Silica Fume: ASTM C 1240, amorphous silica.
- B. Normal-Weight Aggregate: ASTM C 33, uniformly graded, and as follows:
1. Class: Severe weathering region, but not less than 4S.
  2. Nominal Maximum Aggregate Size: 3/4 inch.
  3. Combined Aggregate Gradation: Meet the State of Connecticut Department of Transportation (ConnDOT) Standard Specifications for Roads, Bridges and

Incidental Construction Form 817 (Standard Specifications) Aggregate No. 6  
from the M.01.01 Gradation Table.

4. Obtain all aggregates from one source.

C. Water: Potable and complying with ASTM C 94.

## 2.5 ADMIXTURES

A. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material and to be compatible with other admixtures and cementitious materials. Do not use admixtures containing calcium chloride.

B. Air-Entraining Admixture: ASTM C 260.

C. Water-Reducing Admixture: ASTM C 494, Type A.

D. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.

E. Water-Reducing and Accelerating Admixture: ASTM C 494, Type E.

F. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.

## 2.6 CURING MATERIALS

A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. dry.

B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

C. Water: Potable.

D. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, 18 to 22 percent solids.

## 2.7 RELATED MATERIALS

A. Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber, or ASTM D 1752, cork or self-expanding cork.

B. Epoxy-Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class and grade to suit requirements, and as follows:

1. Type II, non-load bearing, for bonding freshly mixed concrete to hardened concrete.

## 2.8 CONCRETE MIXES

- A. Prepare design mixes for each type and strength of concrete determined by either laboratory trial mix or field test data bases, as follows:
  - 1. Proportion normal-weight concrete according to ACI 211.1 and ACI 350.
- B. Use a qualified independent ConnDOT-approved testing agency for preparing and reporting proposed mix designs for the laboratory trial mix basis.
- C. Concrete used to encapsulate the bridge pier shall conform to ConnDOT Standard Specifications Section M.03.01 Class "F" concrete mix as specified in the ConnDOT Standard Specifications 817 M.03.02 (minimum 28 day compressive strength = 4,400 psi) Admixtures: Use admixtures according to manufacturer's written instructions.
  - 1. Use water-reducing admixture or high-range water-reducing admixture (superplasticizer) in concrete, as required, for placement and workability.
  - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
  - 3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.44.
- D. Air entrainment shall be 6% for severe conditions. Air entrainment shall be as outlined in ConnDOT 817 M.03.01-5(a)

## 2.9 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

## 2.10 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94, and furnish batch ticket information.

## PART 3 - EXECUTION

### 3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 350, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until concrete structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Limit concrete surface irregularities, designated by ACI 347R as abrupt or gradual, as follows:

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1. Class C, 1/2 inch.
- D. Construct forms tight enough to prevent loss of concrete mortar.
- E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical. Kerf wood inserts for forming keyways, reglets, recesses, and the like, for easy removal.
  1. Do not use rust-stained steel form-facing material.
- F. Chamfer exterior corners and edges of permanently exposed concrete.
  1. 1" x 1" chamfer strips shall be used throughout.
- G. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- H. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- I. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- J. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- K. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

### 3.2 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use Setting Drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  1. Install anchor bolts, accurately located, to elevations required.
  2. All steel items to be embedded in concrete for support of appurtenances, including the deflector plate and bent deflector plate anchor.

### 3.3 REMOVING AND REUSING FORMS

- A. General: Formwork walls and similar parts of the Work, that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 24 hours after placing concrete provided concrete is hard enough to not be damaged by form-removal operations and provided curing and protection operations are maintained.

- B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.
- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Engineer.

### 3.4 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
  - 1. Shop- or field-weld reinforcement according to AWS D1.4, where indicated.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

### 3.5 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength of concrete is not impaired, at locations indicated or as approved by Engineer.
  - 1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints, unless otherwise indicated.
  - 2. Use epoxy-bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

### 3.6 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Do not add water to concrete during delivery, at Project site, or during placement, unless the mix water was withheld for later addition and has been approved by the Engineer.
  - 1. Do not add water to concrete after adding high-range water-reducing admixtures to mix.
- C. Deposit concrete continuously or in layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of

weakness. If a section cannot be placed continuously, provide construction joints as specified. Deposit concrete to avoid segregation.

- D. Deposit concrete in forms in horizontal layers no deeper than 24 inches and in a manner to avoid inclined construction joints. Place each layer while preceding layer is still plastic, to avoid cold joints.
1. Consolidate placed concrete with mechanical vibrating equipment. Use equipment and procedures for consolidating concrete recommended by ACI 309R.
  2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations no farther than the visible effectiveness of the vibrator. Place vibrators to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mix constituents to segregate.
- E. Deposit and consolidate concrete for slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
  2. Maintain reinforcement in position on chairs during concrete placement.
  3. Screed slab surfaces with a straightedge and strike off to correct elevations.
- F. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
1. When air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
  2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
  3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix designs.
- G. Hot-Weather Placement: Place concrete according to recommendations in ACI 305R and as follows, when hot-weather conditions exist:
1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total

amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.

2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

### 3.7 FINISHING FORMED SURFACES

- A. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defective areas. Remove fins and other projections exceeding 1/8 inch in height.
- B. Rubbed Finish: Apply the following to smooth-formed finished concrete: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
  1. Apply to concrete surfaces exposed to view.
- C. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

### 3.8 MISCELLANEOUS CONCRETE ITEMS

- A. Filling In: Fill in holes and openings left in concrete structures, unless otherwise indicated, after work of other trades is in place. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete Work.
- B. Concrete Waterproofing: Apply Karnak rubberized waterproofing to all below grade surfaces exposed to soil and groundwater. Waterproofing shall conform to ASTM D-4479 Type I specifications. Minimum applied thickness shall be 30 mil. Concrete surface shall be clean and free from oil, grease dirt dust and debris. All cracks shall be filled prior to application.

### 3.9 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and with recommendations in ACI 305R for hot-weather protection during curing.

- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Formed Surfaces: Cure formed concrete surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing by one or a combination of the following methods:
- D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces by one or a combination of the following methods:
  - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
    - a. Water.
    - b. Continuous water-fog spray.
    - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
  - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
    - a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
    - b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.
    - c. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer recommends for use with floor coverings.
  - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

### 3.10 JOINT FILLING

- A. Prepare, clean, and install joint filler according to manufacturer's written instructions.
  - 1. Defer joint filling until concrete has aged at least six months. Do not fill joints until construction traffic has permanently ceased.

- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joint clean and dry.
- C. Install semirigid epoxy joint filler full depth in saw-cut joints and at least 2 inches deep in formed joints. Overfill joint and trim joint filler flush with top of joint after hardening.

### 3.11 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Engineer. Remove and replace concrete that cannot be repaired and patched to Engineer's approval.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part Portland cement to two and one-half parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.
- C. Repairing Formed Surfaces: Surface defects include cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains.
  - 1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension in solid concrete but not less than 1 inch in depth. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
  - 2. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Engineer.
- D. Repairing Unformed Surfaces: Test unformed surfaces, such as slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas.
  - 1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
  - 2. After concrete has cured at least 14 days, correct high areas by grinding.
  - 3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
  - 4. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
  - 5. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective

areas with clean, square cuts and expose steel reinforcement with at least 3/4 inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mix as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.

6. Repair random cracks and single holes 1 inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.
- E. Perform structural repairs of concrete, subject to Engineer's approval, using epoxy adhesive and patching mortar.
- F. Repair materials and installation not specified above may be used, subject to Engineer's approval.

### 3.12 FIELD QUALITY CONTROL

- A. Testing Agency: The Contractor shall engage a qualified ConnDOT-certified independent testing and inspecting agency to sample materials, perform tests, and submit test reports during concrete placement. Testing results will be reported to the Contractor and the Owner's field engineer simultaneously. Sampling and testing for quality control may include those specified in this Article.
- B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
  1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mix exceeding 1 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.
    - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mix, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
  2. Slump: ASTM C 143; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mix. Perform additional tests when concrete consistency appears to change.
  3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; ASTM C 173, volumetric method, for structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.

4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.
  5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of four standard cylinder specimens for each composite sample.
    - a. Cast and field cure one set of five standard cylinder specimens for each composite sample.
  6. Compressive-Strength Tests: ASTM C 39; test two laboratory-cured specimens at 7 days and two at 28 days. One sample will be held in reserve.
    - a. Test two field-cured specimens at 7 days and two at 28 days.
- C. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
- D. Strength of each concrete mix will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- E. Test results shall be reported in writing to Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7-and 28-day tests.
- F. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.
- G. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Engineer. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42 or by other methods as directed by Engineer.

END OF SECTION