

CONTRACT AWARD
SP-38 Rev. 4/08
Prev. Rev. 5/07

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

Paul Greco
Contract Specialist

(860)713-5189
Telephone Number

CONTRACT AWARD NO.:

10PSX0223

Contract Award Date:

3 November 2010

Bid Due Date:

25 October 2010

CONTRACT AWARD

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: Soil Boring and Sub Surface Environmental Exploration to Obtain Geotechnical Information

FOR: Department of Transportation

TERM OF CONTRACT:

12/01/2010 through 11/30/2011

AGENCY REQUISITION NUMBER: 44844

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
		Est. \$ 300,000.00	Est. \$ 300,000.00

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made.

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION.

(http://www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp)

Company Name: **Atlantic Testing Laboratories, Limited**

Company Address: **6431 U.S. Highway 11P.O. Box 29 Canton, NY 136170-0029**

Tel. No.: **315-386-4578**

Fax No.: **315-386-1012**

Contract Value: Est. \$ 300,000.00

Contact Person: **James Kuhn**

Delivery: **As required**

Contact Person Address: **same**

Company E-mail Address and/or Company Web Site jkuhn@atlantictesting.com

Remittance Address: **same**

Certification Type (SBE, MBE, WBE or None): **none**

Terms: **Net 45 Days**

Agrees to Supply Political Sub-Divisions: **N/A**

APPROVED _____

PAUL GRECO

Contract Specialist

(Original Signature on Document in Procurement Files)

CONTRACT

10PSX0223

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

Atlantic Testing Laboratories, Limited

For Soil Boring and Sub-Surface Environmental Exploration for Obtaining Geotechnical Information.

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Contract # 09PSX0320

SP Contract Rev. 7/09 – Prev. Rev. 6/09

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

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

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

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- (l) Bid: A Bidder's submittal in response to a Invitation to Bid.
 - (m) Bidder Parties: A Bidder's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Bidder is in privity of oral or written contract and the Bidder intends for such other person or entity to Perform under the Contract in any capacity.
 - (n) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
 - (o) Invitation to Bid: A State request inviting bids for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
 - (p) Services: The performance of labor or work, as specified in the Invitation to Bid.
 - (q) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
 - (r) Termination: An end to the Contract effected pursuant to a right which the Contract creates, other than for a breach.
 - (s) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from December 1, 2010 through November 30, 2011. The State may extend this Contract in its sole discretion, prior to Termination, Expiration or Cancellation, one or more times for a combined total period not to exceed the complete length of the original term.
 3. Description of Goods or Services. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."
 4. Price Schedule, Payment Terms and Billing.
 - (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.
 - (b) Payment Terms and Billing: Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.
 - (c) If applicable to and during the term of this Contract, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur, as mandated by state law.

The Price Schedule will not be adjusted until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the increase in minimum wage rate.

5. Rejected Items; Abandonment.

- (a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods (“the “Rejected Goods”) and any or all other supplies, materials, equipment or other tangible personal property (collectively, the “Contractor Property”) from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties and Bidder Parties, that:
- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, “Title”) the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
 - (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
 - (3) they vest authority, without any further act required on their part or the State’s part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State’s sole discretion, as if the Rejected Goods and Contractor Property were the State’s own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
 - (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
 - (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the “State and Its Agents”) of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party or Bidder Party, as appropriate, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties and Bidder Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the

State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.

6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination, Cancellation Expiration and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
7. Contract Amendments. Except for extensions made in accordance with the section in this Contract concerning Term of Contract; Effective Date, no amendment to or modification or other alteration of the Contract shall be valid or binding upon the State unless made in writing, signed by both parties and, if applicable, approved by the Connecticut Attorney General.
8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Cancellation by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
9. Termination, Cancellation and Expiration.
 - (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete Performance under the Contract prior to such date. The Contractor is not entitled to receive and the State is not obligated to tender to the Contractor any payments or reimbursements for anticipated or lost profits.
 - (b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Cancel the Contract in accordance with the provisions in the Breach section of this Contract.
 - (c) DAS shall send the notice of Termination or Cancellation via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving such notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination, Cancellation or Expiration of the Contract or fifteen (15) days after the Contractor receives a written request from DAS for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
 - (d) Upon receipt of a written notice of Termination or Cancellation from DAS, the Contractor shall cease operations as directed by DAS in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination or

Cancellation, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

- (e) To the extent that the Client Agency has issued a purchase order prior to the notice of Termination and the Contractor has begun Performance against that purchase order in good faith, the Client Agency shall, within forty-five (45) days of having received an invoice from the Contractor for such Performance, pay or reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A. In addition, the Client Agency shall also pay or reimburse the Contractor for all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. Upon and as requested by the Client Agency or DAS and after consent of the Contractor's subcontractors, if any, and if their consent is required, the Contractor shall (1) assign to the Client Agency, or any replacement contractor which the Client Agency or DAS designates, all subcontracts, purchase orders and other commitments, (2) deliver to the Client Agency all Records and other information pertaining to its Performance, and (3) remove from State premises, whether leased or owned, all such equipment, waste material and rubbish related to its Performance, all as the Client Agency or DAS may request.
 - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Cancel the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
 - (g) Upon Termination, Cancellation or Expiration of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination, Cancellation or Expiration of the Contract. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination, Cancellation or Expiration to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
 - (h) Termination or Cancellation of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.
10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.
11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Cancellation date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Cancellation date, no further action shall be required of any party to effect the Cancellation as of the stated date. If the notice does not set forth an effective Contract Cancellation date, then the non-breaching party may Cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the

Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.

12. Waiver.

- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
- (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

13. Open Market Purchases. Except to the extent that the Contractor is performing within a right to cure period, failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Cancel the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Cancel the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

14. Purchase Orders.

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

15. Indemnification.

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- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Bid or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.
- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a Certificate of Insurance to DAS, except that the Contractor shall not provide a copy to DAS if the Client Agency is the State Department of Transportation, prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the Certificate of Insurance to DAS and the Client Agency. Upon request of the Client Agency, the Contractor shall provide a Certificate of Insurance to the Client Agency.
- (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (f) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

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

17. Contractor Guaranties. Contractor shall:

- (a) Perform fully under the Contract;
 - (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
 - (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
 - (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
 - (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
 - (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.
18. Implied Warranties. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.
19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any parts or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.
20. Delivery.
- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
 - (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
 - (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Bid.
 - (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.
21. Goods Inspection. The Client Agency shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the

specifications in the Contract, the Client Agency may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

22. **Setoff.** In addition to all other remedies that DAS may have, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.
23. **Force Majeure.** The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
24. **Advertising.** The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
25. **Americans With Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Cancel the Contract if the Contractor fails to comply with the Act.
26. **Representations and Warranties.** The Contractor, and the Bidder, as appropriate, represent and warrant to DAS for itself, Contractor Parties and Bidder Parties, as appropriate, that:
 - (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Bid and the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
 - (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to 22a-194a concerning the use of polystyrene foam;
 - (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
 - (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
 - (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or

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against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Cancelled;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving the Bidder, Bidder Parties, Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Invitation to Bid process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (l) the Bid was not made in connection or concert with any other person, entity or Bidder, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Bidder, submitting a Bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Bidder;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;

- (q) they owe no unemployment compensation contributions;
 - (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
 - (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
 - (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties and Bidder Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
 - (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
 - (v) if either party Terminates or Cancels the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
 - (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
 - (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the effective date of the Contract without DAS's prior written consent;
 - (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
 - (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
 - (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
 - (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
 - (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.
27. **Representations and Warranties Concerning Motor Vehicles.** If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1(53) (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, and the Bidder, as appropriate, represent and warrant for itself, the Contractor Parties and Bidder Parties, as appropriate, that:

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles (“ConnDMV”) in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state’s or commonwealth’s applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
 - (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
 - (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator’s license or commercial driver’s license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
 - (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.
28. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
29. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, bids, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
30. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

31. Executive Orders. The Contract is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17th, 2006, concerning procurement of cleaning products and services, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.
32. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.
 - (a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:
 - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;
 - (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;
 - (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f;
 - (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.
 - (b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons:
- (1) Who are active in the daily affairs of the enterprise,
 - (2) who have the power to direct the management and policies of the enterprise and
 - (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
- (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 - (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

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- (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56;
 - (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.
 - (h) The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
 - (i) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is
 - (1) a political subdivision of the state, including, but not limited to, a municipality,
 - (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120,
 - (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267,
 - (4) the federal government,
 - (5) a foreign government, or
 - (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).
33. Tangible Personal Property. The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (a) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

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- (b) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
- (c) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
- (d) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- (e) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

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

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

- 34. **Whistleblowing.** This Agreement is subject to the provisions of §4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
- 35. **Notice.** All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut Department of Administrative Services
165 Capitol Ave, 5th Floor South
Hartford, CT 06106-1659
Attention: Paul Greco

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

A. OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY

The Contractor shall purchase Owner's and Contractor's Protective Liability Insurance for and in the name of the State of Connecticut. This insurance will provide a total limit of **ONE MILLION DOLLARS (\$1,000,000.00)** per occurrence for all damages arising out of injury to or death of all persons and out of injury to or destruction of property in any one accident or occurrence and, subject to that limit per occurrence, a total (or aggregate) limit **TWO MILLION DOLLARS (\$2,000,000.00)** for all damages arising out of bodily injury to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

B. COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance, including Contractual Liability Insurance, providing a Combined Single Limit of **ONE MILLION DOLLARS (\$1,000,000.00)** for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per occurrence, a total (or aggregate) limit of **TWO MILLION DOLLARS (\$2,000,000.00)** for all damages arising out of bodily injury to or death of all persons and out of injury to or destruction of property during the policy period. Total/aggregate coverage shall be per project, purchase order or contract aggregate. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage.

C. AUTOMOBILE LIABILITY

The operation of all motor vehicles, including those hired or borrowed, used in connection with the contract shall be covered by Automobile Liability Insurance providing a total of **ONE MILLION DOLLARS (\$1,000,000.00)** Combined Single Limit per occurrence for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least **TWO MILLION DOLLARS (\$2,000,000.00)**. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. When it is clearly established that no vehicle is used in the execution of the contract, then automobile coverage is not required. Contractor operations on airports that use vehicles on the air side require five million dollars (\$5,000,000) automotive coverage unless

specifically modified by the State, and may require additional special vehicle coverage depending on the types of vehicles employed.

D. WORKERS' COMPENSATION

With respect to all operations the Contractor performs and all those performed for the Contractor by subcontractor(s), the Contractor, and subcontractor(s) if used, shall carry Workers Compensation Insurance at statutory coverage limits and/or, as applicable, insurance required in accordance with the U. S. Longshoremen's and Harbor Workers Compensation Act, the Federal Employers Liability Act, all in accordance with the requirements of the laws of the State of Connecticut, and the laws of the United States respectively.

E.

F. UMBRELLA LIABILITY

In the event the Contractor secures excess/umbrella liability insurance to meet the minimum requirements specified as items B, C, E, F, and G (if required) the State of Connecticut must be named as Additional Insured.

The Contractor agrees to furnish to the State a "Certificate of Insurance, CON-32A", in conjunction with items A, B,C, D, E, and F above, fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies herein above, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. For the Workers' Compensation Insurance and, if applicable, the U. S. Longshoremen's and Harbor Workers' Compensation Act coverage, the policy number (s) and term of the policy (ies) shall be indicated on the CON-32A.

37. Headings. The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.
38. Number and Gender. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.
39. Parties. To the extent that any Contractor Party or Bidder Party is to participate or Perform in any way, directly or indirectly in connection with the Bid or the Contract, any reference in the Bid and the Contract to "Contractor" or "Bidder" shall also be deemed to include "Contractor Parties" or "Bidder Parties," respectively, as if such reference had originally specifically included "Contractor Parties" or "Bidder Parties," since it is the parties' intent for the terms "Contractor Parties" and "Bidder Parties" to be vested with the same respective rights and obligations as the terms "Contractor" and "Bidder."
40. Contractor Changes. The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:
 - a. its certificate of incorporation or other organizational document;
 - b. more than a controlling interest in the ownership of the Contractor; or
 - c. the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of

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

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

Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.

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

being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.

- (b) If the Contractor or Contractor Parties breach, default or in any way fail to perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.
51. Disclosure of Records. The Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
52. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
53. Sovereign Immunity. The parties acknowledge and agree that nothing in the Invitation to Bid or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
54. Time of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
55. Reserved
56. Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban. With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit C, SEEC Form 11.

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

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

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

(h) Obligations and Activities of Business Associates.

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

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

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

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

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

(i) Permitted Uses and Disclosure by Business Associate.

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

(j) Obligations of Covered Entity.

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

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

(l) Term and Termination.

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

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

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

(m) Miscellaneous Provisions.

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

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

58. Encryption of Data.

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

Contract Award 10PSX0223

Exhibit A , Soil Boring and Sub-Surface Environmental Exploration to Obtain Geotechnical Information

Contract Specialist: **Paul Greco**

Department of Administrative Services



Overview and Scope

This contract is for Subsurface Exploration services to obtain geotechnical information for all forms of highway and facilities construction for the State of Connecticut Department of Transportation (ConnDOT). The work will consist of, but not be limited to, various types of soil borings, installation of instrumentation, and testing of insitu soil. Contractors will also be required to provide traffic control when requested.

The State may request supplemental pricing for services *or equipment* generally within the scope or intent of a resulting contract for which specific unit prices are not provided.

Bid / Contract Requirements

Basis of payment:

All items must be bid and will be paid in accordance with the pay units shown on the Price Schedule(s) Exhibit B for the corresponding item number and will include full compensation for all materials, equipment, tools, labor, obtaining, recording and submitting data as well as any incidental work necessary to complete the item to the satisfaction of the State.

Motor Carrier Safety Review:

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

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

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

Quantities and/or Usages:

Quantities are estimated quantities and/or usages only and in no way represent a commitment and/or intent to purchase. Actual quantities may vary and will be identified on individual purchase orders issued by the requesting state entity. The quantities listed in Exhibit B are based on an estimate for the contract period. All computation of compensation will be based on the actual quantity of work performed. It is also understood that no claim will be made against the State for an adjustment in the unit prices should the actual quantities be greater or less than those listed in the Price Schedule.

Contract Separately / Additional Savings Opportunities:

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

Brand Name Specifications and/or References:

The use of the name of a manufacturer or of any particular make, model or brand in describing an item does not restrict bidders to that manufacturer or specific article unless limited by the term "no substitute". However, the article being offered must be of such character and quality so that it will serve the purpose for which it is to be used equally as well as that specified, and the bidder shall warrant to the State that it is fit for that purpose. Bids on comparable items must clearly state the exact article being offered including any and all applicable options and the bidder shall furnish such other information concerning the article being offered as will be helpful in evaluating its acceptability for the purpose intended. If the bidder does not indicate that the article offered is other than as specified, it will be understood that the bidder is offering the article exactly as specified. Bidders must submit complete documentation on the specifications and quality levels of the proposed products. Bids submitted that do not contain this documentation are subject to rejection.

Contract Term:

The resulting contract period will be December 1, 2010 through November 30, 2011. The State reserves the right to extend this contract for a period up to the full original contract term or parts thereof.

Subcontracting:

The awarded contractor **will not** subcontract any part of their work, with the exception of Traffic Control, unless approved by ConnDOT.

Standards:

Contractors supplying equipment and/or services are required to comply with all Federal, State, Municipal and OSHA laws, ordinances and codes. The Contractor will pay for all permits, licenses and charges of similar nature.

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

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

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

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

Insurance certificates required:

Before any purchase order is issued, the successful Contractor(s) will be required to file with ConnDOT, within twenty (20) days from the date of notification a Certificate of Insurance. The certificate must be executed with an insurance company(s) authorized to write such business in the State of Connecticut and/or in the State in which the parent company is domiciled, and the company must be authorized to underwrite the specific line coverage as designated below. ConnDOT will provide their standard insurance certificate form "CON-32A" (most current version), Contractors are cautioned that only this form is acceptable. The insurance certificate and coverage requested must be updated and kept current throughout the life of the contract, including any extensions. Failure to submit the CON-32A within twenty (20) days of request will be considered a breach of the contract. Insurance certificates must document that the Contractor has owner's and contractor's protective liability, commercial general liability, automotive liability, workers compensation insurance, and any other insurance requirements in the amounts cited in the bid document to protect the State in the event of a claim, and/or in accordance with any statutory requirements.

When Contractor's are required to work on private property, they will also add such property owner as an additional insured party to the insurance certificate corresponding to the project.

The Contractor shall produce, within five (5) business days, a copy or copies of all applicable insurance policies requested by the State. By signing this contract, the Contractor agrees that the State is authorized to contact the insurance provider(s) of the insurance policies required under this agreement/contract and obtain such policy(ies) directly. This provision shall survive the suspension, expiration or termination of this contract.

With respect to the operations performed by the Contractor under the terms of this Contract and also those performed for the Contractor by its subcontractors, the Contractor will be required to obtain at its own cost and for the duration of this Contract, and any supplements thereto, for and in the name of the State of Connecticut in conjunction with paragraphs below, and with the State being named as an additional insured party with regard to the insurance required in paragraphs (B), (C), (E), and (F), the minimum liability insurance coverage set forth in paragraphs, (B), (C), (E), and (F) at no direct cost to the State.

Contractor shall assume any and all deductibles in the described insurance policies.

The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage.

Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail has been given to the State.

"Claims Made" coverage is unacceptable, with the exception of Professional Liability.

Contractor agrees that he/she will not use the defense of sovereign immunity in the adjustment of claims or in the defense of any suit, unless requested by the State.

B. COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance, including Contractual Liability Insurance, providing a Combined Single Limit of **ONE MILLION DOLLARS (\$1,000,000.00)** for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per occurrence, a total (or aggregate) limit of **TWO MILLION DOLLARS (\$2,000,000.00)** for all damages arising out of bodily injury to or death of all persons and out of injury to or destruction of property during the policy period. Total/aggregate coverage shall be per project, purchase order or contract aggregate. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage.

C. AUTOMOBILE LIABILITY

The operation of all motor vehicles, including those hired or borrowed, used in connection with the contract shall be covered by Automobile Liability Insurance providing a total of **ONE MILLION DOLLARS (\$1,000,000.00)** Combined Single Limit per occurrence for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least **TWO MILLION DOLLARS (\$2,000,000.00)**. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. When it is clearly established that no vehicle is used in the execution of the contract, then automobile coverage is not required. Contractor operations on airports that use vehicles on the air side require five million dollars (\$5,000,000) automotive coverage unless specifically modified by the State, and may require additional special vehicle coverage depending on the types of vehicles employed.

D. WORKERS' COMPENSATION

With respect to all operations the Contractor performs and all those performed for the Contractor by subcontractor(s), the Contractor, and subcontractor(s) if used, shall carry Workers Compensation Insurance at statutory coverage limits and/or, as applicable, insurance required in accordance with the U. S. Longshoremen's and Harbor Workers Compensation Act, the Federal Employers Liability Act, all in accordance with the requirements of the laws of the State of Connecticut, and the laws of the United States respectively.

E. Not Required

F. UMBRELLA LIABILITY

In the event the Contractor secures excess/umbrella liability insurance to meet the minimum requirements specified as items B, C, E, F, and G (if required) the State of Connecticut must be named as Additional Insured.

The Contractor agrees to furnish to the State a "Certificate of Insurance, CON-32A", in conjunction with items A, B,C, D, E, and F above, fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies herein above, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. For the Workers' Compensation Insurance and, if applicable, the U. S. Longshoremen's and Harbor Workers' Compensation Act coverage, the policy number (s) and term of the policy (ies) shall be indicated on the CON-32A.

The Insurance Company has a right and duty to defend the insured against any suit seeking damages (or under Workers' Compensation benefits) to which the referenced insurance policy applies and may investigate and settle any claim or suit as they

deem appropriate. The Insurance Company's duty to defend or settle any claim or suit ends when the applicable limit of liability has been exhausted in the payment of judgments or settlements.

Updates on the insurance coverage are the responsibility of the Contractors. Insurance requirements will be **strictly enforced**. Contractor(s) should hand carry or mail Insurance Certificates to ConnDOT, Bid Unit. **UNDER NO CIRCUMSTANCES SHOULD INSURANCE CERTIFICATES BE SENT TO DAS PROCUREMENT SERVICES OR TO ANY DISTRICT OFFICE.** Please mail or hand carry insurance certificates to:

Department of Transportation
Bureau of Finance and Administration
Attn: Debbie Ello
P.O. Box 317546
2800 Berlin Turnpike
Newington, CT 06131-7546

Purchase orders **WILL NOT** be issued without receipt of properly executed insurance certificates.

Purchase orders:

Purchase orders will be issued by ConnDOT's Purchasing Processing Unit for services related to this contract. Contractors are cautioned NOT to perform services without receiving a purchase order number. Questions concerning purchase orders are to be directed to the Processing Unit at (860) 594-2070. Technical questions regarding work specified on purchase orders should be directed to the Soils and Foundations Section at 860-594-3180.

Invoices and payments: The Accounts Payable Unit through the Comptroller's Office will issue Payments. Payment and invoicing inquiries should be directed to ConnDOT's Accounts Payable Unit at 860-594-2305.

All invoices must include:

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

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

The State of Connecticut
Department of Transportation
Attn: Accounts Payable SW1A
P.O. Box 317546
Newington, CT 06131-7546

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

Special Provisions

EQUIPMENT REGULATIONS:

Contractors renting or supplying equipment or vehicles are required to have the equipment or vehicles properly equipped for the job. Equipment is to be in compliance with all applicable Federal, State of Connecticut Department of Motor Vehicle (DMV) and Local regulations in effect at the time of the contract. All operators of specialized equipment will be properly trained and licensed, i.e. boom operators, etc.

Contractors must comply with all applicable provisions and regulations of Title 14, Motor Vehicles, Use of the Highway by Vehicles, of the Connecticut General Statutes.

Under Connecticut law, a commercial vehicle used by Contractors and vendors in conjunction with this contract may be subject to Connecticut registration requirements. Section 14-12a of the Connecticut General Statutes require such registration for any vehicle which is most frequently garaged in this State, or most frequently leaves from, and returns to one or more points within this State in the normal course of operations. In addition, a vehicle must obtain a Connecticut registration if it continuously receives and discharges cargo within the State. The DMV will monitor this regulation.

EQUIPMENT INSPECTION:

Equipment supplied by the Contractor must be in safe operating condition at all times. A ConnDOT representative reserves the right to inspect the Contractor's equipment prior to award and to confirm that equipment is in good operating condition. Contractors having equipment unavailable for inspection or determined to be unable to perform the specified work will be considered non-responsive. Contractors must have the capacity of furnishing the necessary equipment, supplies, labor, etc., required.

CONTACTING A CONTRACTOR:

The Contractor will start work when requested by a ConnDOT representative. In the case of a Declared Emergency, an immediate response may be required by the Contractor. Prior to the issuance of a Purchase Order, the Engineer may request an on-site Preconstruction Meeting to discuss the requirements of the proposed subsurface exploration. The timing of the meeting should be prior to the Contractor contacting Call Before You Dig (CBYD). For each Purchase Order issued, a time limit will be given for the length of time allowed for the Contractor to complete the assigned work. To aid the Contractor in determining if the work may be accomplished within the time allowed, the Engineer may supply the Contractor with additional plans and figures relative to the project site. To make this process as expedient as possible, the Engineer may furnish the additional information to the Contractor via e-mail.

Prior to the issuance of the Purchase Order, the Contractor will e-mail the Engineer a schedule of operations for the work. The Engineer will be notified at least two (2) working days in advance of deviations from the schedule of operations and such deviations will be subject to the approval of the Engineer.

WORK DAY:

No work will be performed by the Contractor without prior approval of the Engineer. Normal on-site working hours are 7:30 a.m. to 4:00 p.m., Monday through Friday. Normal on-site work hours may vary slightly by season. On-site work hours may vary, or be restricted for work on Interstates, Expressways, Railroads and Airports; on-site work deviating from normal work hours will be as directed by the Engineer. No additional premium or Standby Time will be paid.

Contractors **will not** be permitted to work on the following Legal Holidays: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Martin Luther King Day, Lincoln's Birthday, Columbus Day, and Veteran's Day.

Contractors **will not** be permitted to work on the day before and the day after any of the above Legal Holidays on Interstate Highways or Expressways.

CERTIFICATION(S):

It is the awarded Contractor's responsibility to ensure that any person engaged in work under this contract in a classification that requires special certifications or licenses, such as welders, divers, electricians, etc., that the persons in fact do possess these special licenses or certificates.

TRAFFIC CONTROL:

When Contractor furnished Traffic Control is used, the Contractor will supply and be responsible for all equipment, signs, supports, cones, and any other materials necessary. *When Trafficperson-Municipal or Trafficperson-Uniformed* are required by the State, they will be paid at the rate bid in the Price Schedule. Trafficperson-Uniformed must be trained and equipped for the proper performance of their duty. Traffic Control must comply with the *Manual of Uniform Traffic Control Devices (MUTCD)*, Revised 2003 edition, and "Traffic Control Patterns" booklet including the general notes. **Note: When required, ConnDOT will coordinate the hiring and payment of Connecticut State Police utilized for Traffic Control. The Contractor remains responsible for providing the installation and removal of all signs, sign supports, barricades, traffic cones, traffic delineators, and any other materials necessary as set forth in the provisions of the attached "Traffic Control During Maintenance Operations".**

QUALITY CONTROL:

Quality control of work will be the responsibility of the Contractor through his working supervisor. Work will be in conformance with the attached Technical Provisions, General Procedures and Specifications for Bid Items, Traffic Control Patterns and any related specifications.

USE OF SITE:

The Contractor will confine his operations, equipment and materials to the designated work area. The work area and site access will be maintained free and clear by the Contractor. The Contractor will take particular care in the performance of his work in order to prevent injury or defacement to property. Any damage caused by the Contractor in the performance of his work will be made good to the satisfaction of the Engineer and at the Contractor's own expense.

The Engineer will have access to the work area whenever it is in preparation or progress and the Contractor will provide proper facilities for such access and inspection.

HEALTH AND SAFETY PLAN

The Contractor will have a General Health and Safety Plan for the work to be performed and assumes full responsibility for site safety of the Contractor's Personnel. A copy of the Health and Safety Plan may be required by ConnDOT. The purpose of this requirement is to assure proper and safe conduct of drilling operations. Items to be covered in the Health and Safety Plan include, but are not limited to general safety practices of drill rig movement and operation.

EXTENUATING CIRCUMSTANCES WHICH AFFECT WORK PERFORMED AND PAYMENTS:

No payment will be made to the Contractor when work cannot be performed due to extenuating circumstances or adverse weather conditions as determined by the State, and the Contractor has been given adequate notification of the temporary shut down of work. The term adequate notification will be discussed and agreed upon between ConnDOT and the Contractor prior to work.

Should ConnDOT direct the Contractor to standby at a project site, the Standby Time item will be used per rig/crew that is required to standby.

EXPIRATION OF CONTRACT/CONTINUANCE OF WORK UNTIL COMPLETION:

In the event the contract period expires and the awarded Contractor has not completed projects that are underway, the State may allow/or require the Contractor to complete these projects if the following conditions are met:

- 1) The State can require the Contractor to complete only ongoing/incomplete work, even if the previous contract period expired, as projects are bonded.
- 2) Prices bid under the original contract remain in effect until all work is completed.
- 3) All other contractual obligations and conditions remain the same, including insurance requirements and prevailing wage scales, if applicable.

SUPERVISION: The work will be performed under the supervision and direction of the Engineer. No subsurface explorations will be made except in the presence of the Engineer. The Engineer will check the logs of the explorations to determine that the information designated herein is being obtained and see that all samples are properly preserved, protected against damage, boxed and stored in a suitable place or immediately turned over to the Engineer.

CALL BEFORE YOU DIG (CBYD)-EXISTING CONDITIONS: Before any subsurface exploration is performed, the Contractor will contact CBYD at 800-922-4455 to obtain a request number and the names of the utility companies that are being notified. The request number expires in thirty (30) calendar days; therefore the Contractor will be responsible to maintain an active request number. The Contractor, upon request, will supply the Engineer with the request number(s). Any relocation of borings or other subsurface explorations will be cleared with CBYD at least two (2) days prior to drilling. The relocation of borings, including those due to utility conflict, must be approved by the Engineer.

The Contractor will locate all known utilities prior to work and will repair/replace all damage done to known utilities at no cost to the State.

BORING STAKEOUT: Work locations are to be laid out in the field by the Engineer prior to authorizing the Contractor to begin work. The Contractor will execute the work at these locations.

CONTRACTOR'S EQUIPMENT: All equipment and methods to be used by the Contractor will be subject to approval by the Engineer at all times during the work. Equipment must be in good and safe operating condition. However, approval of the equipment will not be construed as including the approval of the performance thereof. Additional equipment and methods will be provided where ordered by the Engineer if required to perform the work satisfactorily according to the Specifications.

The Contractor may be called upon to work on more than one (1) project at a time or field more than one (1) rig on a project. If a Contractor submits a bid on one (1) geographic area, they will have access to sufficient personnel, equipment and materials to provide two (2) manned drill rigs. If the Contractor submits bids for the two (2) geographic contract areas, they will have access to sufficient personnel, equipment and materials to provide three (3) manned drill rigs. The Contractor should note that in wetlands or environmentally sensitive areas the use of a flat track bombardier type vehicle may be specified for use on a project. The Contractor will have or have access to this type of rig for the duration of the contract. **The equipment owned or leased by the Bidders vendor must be listed on the attached Bidder's Qualification form.** The Bidder must have one (1) drill that has been rated by its manufacturer to have at least 6500 ft-lbs of torque. All other drill rigs listed in the Bidder's Qualification Form must be rated by its manufacturer to have at least 3500 ft-lbs of torque. A portable drill rig may be required to access wetlands and sensitive areas

The Contractor will be required at all times when the work is in progress to have a minimum of one (1) drilling rig with complete crew at the site and engaged in field operations (Note: a minimum crew size will be considered as a lead driller and an assistant). On certain projects more than one (1) drilling rig may be required; the Contractor will be notified as to the minimum number of drilling rigs. **The Contractor's ability to provide the necessary personnel and equipment will be used in determining the low bidder.**

COOPERATION BY CONTRACTOR: The Contractor will at all times have on the work, as his agent, a competent lead driller, thoroughly experienced in the type of work being performed, who will receive instructions from the Engineer. The lead driller will have full authority to execute the orders or directions of the Engineer, without delay and to supply promptly such materials, equipment, tools, labor and incidentals as may be required.

QUALIFICATION OF PERSONNEL: The qualifications of personnel employed by the Contractor will be supplied on the attached Bidder's Qualification Form. The qualifications of lead driller will be considered as an individual with a minimum of five (5) years experience in performing geotechnical borings, or a minimum of two (2) years experience as a lead driller for a geotechnical boring Contractor.

RECORDS: The Contractor will keep complete, neat, accurate and legible field records of each boring and other subsurface exploration and these records will show his interpretation of the results of the explorations as to the nature of the subsurface conditions. The records will be made at the site and will be furnished to the Engineer as the work progresses. The records will contain the following information:

General

- (a) Date and time
- (b) Engineer, Contractor and Lead Driller
- (c) Location and identifying number of test boring or other subsurface exploration and reference to survey data (if supplied)

Soil Borings

- (a) Results of all boring details of each hole arranged in tabular form giving full information on the vertical arrangement, thickness and classification of the materials penetrated
- (b) Depth of bottom, type and number of each sample taken. All samples will be numbered consecutively
- (c) Height of drop and weight of drop hammer for taking drive samples and driving casing
- (d) Number of blows required for each 6 inch penetration of split tube sampler and for each 12 inch penetration of casing
- (e) Size, length and depth of bottom of each size of casing used in each bore hole
- (f) Depth of water level at each hole prior to removing casing; also for each observation the elapsed time since completion of drilling. Twenty-four (24) hour and forty-eight (48) hour readings after removing casing may be required by the Engineer.
- (g) Method used to press stationary piston sampling tubes and length of sample recovered
- (h) Description of samples (methods as directed by Engineer)

Drill Rod Probing

- (a) Depth probe pushed and elevation of bottom of probing
- (b) Size and type of probe used

Rock Cores

- (a) Type of core drill, including size of core
- (b) Length of core recovered for each length drilled, including number of pieces
- (c) Depth at which rock was encountered
- (d) Depth of each change in type of rock
- (e) Depth to bottom of hole
- (f) Time required to drill each foot
- (g) Description of rock in accordance with the following classifications:

1. Origin: Basalt, Sandstone, Schist, etc.
2. Jointing: unfractured, slightly fractured, moderately fractured, highly fractured, intensely fractured
3. Qualitative: extremely weak, very weak, weak, medium strong strong, very strong, extremely strong
4. Weathering: residual soil, completely weathered, highly weathered, moderately weathered, slightly weathered, unweathered

Pavement Cores

- (a) Type of core drill, including size of core
- (b) Length of core recovered for each length drilled including number of pieces
- (c) Depth to bottom of pavement

Auger Borings (Machine and Hand)

- (a) Results of all boring details of each hole arranged in tabular form giving full information on the vertical arrangement, thickness and classification of the materials penetrated
- (b) Depth of bottom and number of each sample taken. All samples will be numbered consecutively
- (c) Depth of water level, if encountered, at time of auguring
- (d) Description of samples (methods as directed by Engineer)
- (e) Size and type of auger used

Test Pits

- (a) Full information in tabular form on the vertical arrangement, thickness and classification of the materials encountered
- (b) Depth of bottom, type and number of each sample taken. All samples will be numbered consecutively
- (c) Depth of water level, if encountered, at time of digging

Bar Soundings

- (a) Depth bar driven and elevation of bottom of sounding
- (b) Notation as to whether refusal or non-refusal reached when driving stopped
- (c) Depth of water level, if encountered, at time of making sounding

SUBMISSION OF REPORTS AND SAMPLES: One copy of the driller's field log will be given to the Engineer at the site at the end of each working day.

Complete typed boring logs referenced to ground surface with stratum classified as described above, together with all notes, remarks and pertinent information required by this Specification will be e-mailed to the Engineer by the Contractor at the end of the job. The complete logs of all subsurface explorations will be e-mailed to: leo.fontaine@ct.gov no later than five (5) days after the completion of the subsurface exploration program.

All samples except as otherwise specified below will be stored at or near the site as directed by the Engineer. All soil and rock samples will be given to the Engineer on completion of the last hole or as directed by the Engineer. If samples are not turned over by the Contractor, ConnDOT will consider that the hole or holes were not drilled and no payment will be made for those borings.

After sealing by the Contractor, all stationary piston tube samples will be immediately transferred to the custody of the Engineer or his representative at the site.

Technical Requirements

ITEM 1.01 Soil Boring, Type A (0-75 feet)

ITEM 1.02 Soil Boring, Type A (over 75 feet)

ITEM 1.03 Soil Boring, Type B

General Boring Procedures: Sequence of borings and the type or types of samples to be taken at each hole will be as directed by the Engineer. In general, borings will be as follows:

- (a) For determination of soil strata, borings will normally be 3 inch minimum diameter holes in which 2 inch outer diameter split tube samples will be taken. The 2 inch sampler will be used regardless of the size of casing being employed if, in the opinion of the Engineer, such sampler will recover a representative sample. Undisturbed samples may also be taken. For recovering such samples, a 3 inch stationary piston sampler will be required.
- (b) For determination of depth to and soundness of bedrock, borings will be 3 inch minimum diameter holes through which NX type rock cores can be recovered.
- (c) If pilot borings are shown on the plans, such boring or borings at a site of a bridge or highway cut or fill will be completed not less than three (3) working days prior to commencing the other borings at that site.
- (d) Borings designated as Soil Borings, Type A (0-75 feet) or Soil Borings, Type A (over 75 feet) will be cased holes performed in accordance with the requirements of these specifications for such work.

For borings designated as Soil Borings - Type B the Contractor, at his option, may employ drilling methods involving uncased holes or use of hollow-stem augers or use of the methods required for Soil Borings - Type A or any combination of these methods, provided he can also perform split tube sampling, stationary piston sampling and rock coring as required in the bore hole.

In boring methods using a heavy drilling fluid, casing will be driven to such depths below ground surface as required to maintain the top of bore holes. Thereafter, heavy drilling fluid may be used to maintain the holes. At the completion of such holes, the heavy drilling fluid will be removed by flushing or bailing in order that the true water level may be accurately determined.

In soil borings using hollow-stem auger methods, holes will be advanced using hollow-stem auger flights capable of accommodating 2 inch outer diameter samplers at locations where 3 inch borings are specified. The inner rod-center plug assembly will be used to prevent disturbed soil from entering the stem.

Hollow-stem auger borings or uncased borings which fail to penetrate to the specified depth will be continued by other methods which may include use of the cased methods described herein.

Payment for borings specified as "Soil Borings - Type B" will be made at the contract unit price for this item regardless of the method or combination of methods necessary to achieve the required depth.

- (e) No soil samples will be obtained by driving and removing casing.

Casing:

(a) Sinking: Casing will be driven vertically through earth or other materials to such depth below the surface of the ground as required to maintain the sides of bore holes or as directed by the Engineer. The blows per foot required for the penetration of the casing will be recorded and included in the Contractor's drill record. Simultaneous washing and driving of the casing will not be permitted except by order of the Engineer and where so permitted the elevations between which water was used in driving the casing must be recorded on the Contractor's logs.

It will be the Contractor's responsibility when boulders or other obstacles are encountered to carry the drilling through or past such obstacles.

Blasting with small charges will not be permitted.

(b) Size: Casing will be of a size that will permit the specified soil sample, soil test, rock core, or monitoring device to be installed or to allow for the telescoping and spinning of casing.

(c) Weight of Hammer for Casing: The weight of hammer for driving the casing will be 300 pounds and the drop will be 24 inches.

(d) Removal: The casing will be removed on completion of the work and it will remain the property of the Contractor. However, no casing will be removed until measurements of the water level have been made and the Engineer has approved such removal. In addition, water level measurements will be made at twenty-four (24) hours and forty-eight (48) hours after the casing has been removed, provided the hole has not collapsed. Bore holes will not be backfilled until the final water level measurement has been made unless ordered by the Engineer. Casing may be removed upon completion of soil borings at which the Engineer directs that observation wells be installed.

Should the casing or apparatus be removed from a bore hole or should the hole be abandoned, without the permission of the Engineer or should a boring be started and for any reason not carried to the depth required by the Engineer or should the Contractor fail to keep complete records of materials encountered or furnish the Engineer the required samples and cores, the Contractor will make an additional soil boring at a location selected by the Engineer and no payment will be made for either the abandoned hole or any samples or cores obtained therein. However, the Contractor will make a record of abandoned bore holes and note thereon the reasons for the abandonment.

Method of Measurement: Soil Borings when completed as such will be measured by the actual number of vertical linear feet bored for each accepted boring between the ground surface at the boring and the bottom of the accepted bore hole or the bottom of the last soil sample taken, whichever is deeper. This measurement will include the portion(s) of the boring in boulder(s), if any, regardless of their thickness, but will not include the portion of the hole in bedrock, if any.

Soil Boring, Type A (0-75 feet) will be the accepted linear feet of soil boring less than 75 feet deep, or the first 75 feet in soil borings that extend deeper than 75 feet. Soil Boring, Type A (over 75 feet) will be the accepted linear feet of soil boring that extends deeper than 75 feet. Soil Boring, Type B will be the accepted linear feet of soil boring.

Item 2.01 Auger Boring – 4 Inch to 8 Inch Diameter

Auger borings will be made with earth augers ranging in size from 4 inches to 8 inches in diameter, depending upon the type of soil encountered and the amount of soil required for a disturbed sample. Earth augers may be hand or power operated. Unless otherwise permitted in writing by the Engineer, a power auger, if used, will be a type which does not mix the soil in advancing the hole, such as a short flight section single flight auger which is withdrawn without rotation from the hole after each new advancement of the auger into undisturbed material. The augers will be turned under a downward pressure, but in no case will the augers be pushed or driven below the soil layers encountered by the twist of the auger in turning the auger into the soil. The auger will be removed when it is filled and a disturbed sample obtained of each soil type and for every 5 feet in depth of the auger hole if there is no change in soil type. Auger borings will be carried to such depths below the ground surface as are directed by the Engineer.

A careful log will be made for each auger boring with the location of each boring noted, as well as elevations of the top and bottom of the hole and each change of material, as well as the water level when encountered. Materials will be carefully described and identified in the log of every hole. This item will include the procurement of split tube samples. Samples from auger holes will be preserved and submitted as specified for split tube samples unless otherwise directed.

Payment will not be made for any auger holes from which, in the opinion of the Engineer, satisfactory soil samples are not obtained.

If gravel or cobbles or other obstacles are encountered, the Contractor will make all reasonable efforts to carry the auger boring past such obstacles. However, if such efforts fail and the hole must be abandoned before adequate information is obtained, another auger boring will be tried nearby where directed by the Engineer.

Method of Measurement: This work will be measured for payment by the actual number of vertical linear feet between the ground surface and the deepest point penetrated by the auger for each accepted auger boring. Abandoned auger holes will be accepted and measured for payment from the ground surface to the top of the obstacle which caused abandonment of the hole, provided the Contractor made all reasonable efforts to advance the hole before abandoning it.

Item 3.01 Split Tube Sample

While performing soil or auger borings, the Contractor will take split tube samples at approximately 1 foot below the ground surface and at the beginning of every change of stratum and at the intervals not to exceed 5 feet, unless otherwise directed by the Engineer. At these points, advancement of the bore hole will be stopped and all material removed from inside the casing or bore hole. The sampler will be driven in accordance with equipment and procedures outlined in ASTM D-1586-84 or AASHTO T 206-87, Standard Penetration Test. The use of water for cleaning out between samples will generally be allowed and approved chopping bits, augers or sampling spoons may be used for cleaning the casing or bore hole preparatory to taking split tube samples. The reuse of wash water will not be permitted except in unusual cases and then only with the written approval of the Engineer. The pump used for wash water will have sufficient capacity to adequately clean the bore holes before sampling the material which has been loosened. The samples will be obtained by driving a split tube sampler 18 inches into the undisturbed material below the bottom of the casing or bore hole.

When sampling in granular materials, the casing will be kept full of water at all times, unless otherwise directed by the Engineer. The casing will be filled with water and covered at the end of the working day and the drop recorded when work is resumed.

Split tube samplers will be equipped at the top with a reliable check valve and will have a minimum inside sampling length of 18 inches. They will have minimum inside diameter of 1 1/2 inches. If difficulty is experienced in the first attempt to recover a sample, the split tube sampler for the second attempt will be equipped at the bottom with a basket shoe or other spring type sample retainer. Flap (trap) valves will be allowed only with the approval of the Engineer. If the earth is very compact and cannot be sampled using the split tube sampling methods required herein, the Contractor will resort to coring methods to obtain a sample.

To facilitate determination of the relative resistance of the various strata, the 2 inch split tube samplers will be driven by a 140 pound weight hammer having a 30 inch drop. The number of blows for each 6 inches of penetration will be recorded.

Representative specimens of each sample will be preserved. The containers for preserving drive samples will be large-mouth, round, screw top, air tight, clear glass jars. Size of jars will be 8 ounce for all drive samples. The specimens will be placed in the jars and tightly capped with gasket sealed caps as soon as they are taken in order to preserve the original moisture in the material. Samples which retain their form upon removal from the sampling spoon will not be jammed or forced into the jar. The jars will be suitably boxed in cardboard boxes, twelve (12) to a box, marked and identified with legible labels. These labels will show the date, town, project name, road name, project number, station and offset, boring number, sample number, depth at which the sample was taken, the drillers' names, number of blows for each 6 inches of penetration and soil classification of the sample. The samples will be protected against freezing and the jars protected against breaking.

When a split tube sample contains material from more than one (1) distinct soil stratum, a representative specimen from each stratum will be placed in separate jars. Additional identification will be as required by the Engineer.

Method of Measurement: Split Tube Samples will be paid at the contract unit price each. The quantity of split tube samples will be the actual number of completed samples actually taken and accepted.

ITEM 4.01 Stationary Piston Sample

While performing soil borings, it may be necessary to obtain stationary piston samples. Stationary piston samples will be taken with a sampler containing a close fitting piston operated by a separate piston, rod and a sampler head with appropriate spring and piston rod check. The sampler will meet AASHTO T 207-87. The sampler tube will have a No. 16 wall thickness, will be 30 TO 36 inches long and 3.0 inches outer diameter, will be provided with a sharp cutting edge and positive inside clearance and will be bright, clean and free from rust. The end of the tube will be drawn in so the inner diameter of the cutting edge will be 1/64 inch less than the inner diameter of the sampler tube.

Samples will be taken in a "piston clamped flush position," unless otherwise directed by the Engineer to produce samples 24 inches long.

Before each sample is taken, the casing or bore hole will be thoroughly cleaned with a cleanout jet auger.

The sampler will be jacked or forced into the ground without rotation in one continuous operation under steady pressure at a rate of from 1/2 to 1 foot per second.

The sampler tube with sample will be detached from the head of the mechanism in a manner so as to cause as little disturbance as possible to the sample.

Samples having less than 50 percent recovery of undisturbed soil will not be accepted for payment under this item.

All samples will be preserved. In preserving samples, a maximum of 1 inch of material will be removed from the bottom of the tube and used to make up a jar sample. All disturbed material will be removed from the top of the tube. A 1 inch wax seal will be placed at the top and bottom of the remaining undisturbed material and allowed to harden. Empty portions of the tube will then be filled with firmly pressed damp sand and the tube ends will be sealed with a metal or plastic cap, friction tape and wax.

Stationary piston samples will be marked upon removal from the ground to indicate the upper end of the sample and will be transported and stored in the same relative position as they existed in the ground.

The weights of all stationary piston samples will be determined and recorded immediately after they are sealed and ready for transfer to the custody of the Engineer. The utmost care will be used in protecting the stationary piston samples from freezing, jarring or disturbance of any kind.

Method of Measurement: Stationary Piston Samples will be paid at the contract unit price each. The quantity of stationary piston samples will be the actual number of completed samples actually taken and accepted.

ITEM 5.01 Rock Coring - NX

Wherever rock is encountered, the Contractor will take continuous core samples to a depth directed by the Engineer. Each core run will be 5 feet in length or greater and drilled by means of a rotary method and diamond bit of such size as will yield cores not less than 2 1/8 inch in diameter (NX).

The diamond core bit will be started in the hole and the bedrock will be drilled until the required depth is reached. When the core is broken off, it will be withdrawn, labeled and stored before the drilling is continued. The holes will be carried into the bedrock to a depth sufficient to permit the Engineer to determine to his satisfaction the character of the bedrock penetrated. In general, it is expected that the depth of the core holes in bedrock will be 5 feet, but it may be required in some cases to penetrate the bedrock as much as 45 feet or as directed by the Engineer. The maximum length of each coring run will be 5 feet. However, the Engineer reserves the right to reduce the length of core run as necessary to effect maximum recovery.

Cores will be carefully handled to insure their proper identification and placed in the order in which they are removed from the hole. Care will be taken to recover as large a percentage of core as possible. The Contractor will regulate the speed of the drill and remove the core as often as necessary to insure the maximum percentage of recovery. The drilling time for each successive foot of rock drilling will be recorded.

Should the recovered length of core be less than 50 percent of the depth cored for any run, the Contractor will adopt such measures as may be necessary to improve the percentage of recovery. These measures may include, but will not necessarily be limited to changes in type of diamond bit, feed rate, speed of rotation, volume of circulation, use of a triple tube core barrel, length of run per removal and change in machine operator. In those cases where, in the opinion of the Engineer, the competency, structure and condition of the bedrock are critical to the design, the Engineer reserves the right to direct that the triple tube core barrel be used.

Rock cores will be stored in wooden boxes or other durable material, constructed rigidly enough to prevent flexing of the core when the box is picked up by its ends. The boxes will be provided with hinged covers and with longitudinal spacers that will separate the core into compartments. Small blocks which fit between the spacers will be provided to mark the beginning and end of each run or pull of core. The top of the first core run will start at the uppermost left corner of the box [hinge side]. Any break in a core that occurs during handling should be marked with three parallel lines across the mechanical break.

An indelible marker will be used to note the project number, boring number, core run numbers, depth interval, and box number on the top, front, inside lid, and both ends of the core box. The inside lid will also include a listing of the recovery and RQD for each core run. Each sample attempted, regardless of recovery, will be designated with a name and number and recorded on a field log.

Method of Measurement: This work will be measured for payment by the actual number of vertical linear feet of acceptably drilled hole in bedrock and in individual boulders 2 feet or more in thickness.

Item 6.01 Pavement Core-4 inch Diameter

Item 6.02 Pavement Core-8 inch Diameter

At each location indicated on the plans, the Contractor will take continuous core samples of the pavement to a depth directed by the Engineer by means of a rotary method and a bit of such size as to yield a core not less than 4 inches in diameter for a Pavement Core-4 Inch Diameter and 7 3/4 inches in diameter for a Pavement Core-8 Inch Diameter.

The core bit will be started at the pavement surface and the pavement will be drilled until the required depth is reached. When the core is broken off, it will be withdrawn, labeled and stored before drilling is continued. The holes will be carried to the bottom of the pavement.

However, the Engineer reserves the right to reduce the length of core run as necessary to affect maximum recovery. Upon removal of core, the hole will be backfilled with a suitable patch.

Cores will be carefully handled to insure their proper identification and placed in the order in which they are removed from the hole. Care will be taken to recover as large a percentage of core as possible. The Contractor will regulate the speed of the drill and remove the core as often as necessary to insure the maximum percentage of recovery.

Should the recovered length of core be less than 80 percent of the depth cored for any run, the Contractor will adopt such measures as may be necessary to improve the percentage of recovery. These measures may include, but will not be limited to changes in type of bit, feed rate, speed of rotation, volume of circulation, length of run per removal and change in machine operator.

Each pavement core will be placed in suitable cardboard box. Pavement cores will be suitably labeled and arranged neatly in the boxes in the sequence in which the material was removed from the hole. The boxes will be properly labeled showing the date the core was taken, town, project name, road name, project number, station and offset, boring number, depth of core and driller's names.

Method of Measurement: Pavement Cores, of the size specified, will be paid at the contract unit price each. The quantity of Pavement Cores will be the actual number completed and accepted.

Item 7.01 Test Pits

Test pits, 3 feet by 5 feet minimum horizontal dimensions at the bottom and as specified below or ordered by the Engineer, will be dug at locations as directed by the Engineer. Test pits will be dug to a maximum depth of 5 feet. Test pits will be properly sheathed to protect the workers and will be large enough to allow easy inspection of soil conditions and procurement of soil samples, if necessary. A detailed log of soil and water conditions will be made for each test pit, including the location of each pit and elevation of the top and bottom of each pit and the elevation at each change of material therein. This item will include the procurement of samples which will be preserved and submitted as directed.

When the test pit is approved and accepted by the Engineer and the necessary samples taken, it will be backfilled.

Method of Measurement: This work will be measured for payment by the actual number of completed and accepted test pits.

Item 8.01 Bar Soundings

Bar soundings will be taken where and to such depths as directed by the Engineer. The estimated maximum depth of bar soundings is 15 feet.

If boulders or other obstacles are encountered, the Contractor will make all reasonable efforts to drive the bar past such obstacles. However, if such efforts fail and the sounding must be abandoned before adequate information is obtained, another sounding will be made nearby where directed by the Engineer. A careful log will be made for each bar sounding with the location of each sounding and elevations noted for the ground surface at the sounding location and for the bottom of the sounding.

Method of Measurement: This work will be measured for payment by the actual number of vertical linear feet sounded for each accepted bar sounding between the ground surface, bottom of test pit, bottom of auger boring or bottom of other boring at the sounding and the bottom of the bar sounding. Abandoned bar soundings will be accepted and measured for payment from the ground surface or other starting elevation, if lower, to the top of the obstacle which caused abandonment of the sounding, provided the Contractor made all reasonable effort to drive the bar and the bar met refusal before the sounding was abandoned.

Item 9.01 Drill Rod Probe

Drill rod probes will be made to determine the depth and lateral extent of organic material in swamps or marshes. A drill rod or appropriate equal will be used in such areas to obtain the extent of the organic material. These probings will extend to firm-bearing soil. A careful log will be made for each probing, including the elevation at the ground surface and at the bottom of the probing.

Method of Measurement: This work will be measured for payment by the actual number of vertical linear feet probed for each accepted drill rod probe between the ground surface and the bottom of the probe.

Item 10.01 Observation Wells

Observation wells, consisting of schedule 40 Polyvinyl Chloride (PVC) monitoring well casing and slotted screen of 3/4 to 2 inch outside diameter, will be installed in borings designated by the Engineer. Soil Borings in which observation wells are to be installed will be determined as the work proceeds. Notice to install an observation well will be given prior to time of completion of the borings selected. The total length of casing required for any observation well will not exceed 60 feet.

If the casing is to be left above ground, a riser pipe consisting of 5 feet of 3 inch nominal inner diameter steel casing with a locking cap will be required at the ground surface for protection. If the well is to remain flush with the ground, it will be encased in a bolt down, locking, water tight curb box or manhole. The curb boxes will be supplied by the Contractor and clearly labeled as a monitoring well. Curb boxes will be 8 inches to 12 inches in diameter and meet or exceed AASHTO standard for "H-20" truck loadings. The curb boxes will be encased in a concrete pad 12 inches X 12 inches X 12 inches to prevent the destruction of the unit. The Contractor will supply the Engineer with a key or wrench that is designed to open the curb box.

The PVC will be new, clean 3/4 inch to 2 inch outside diameter and made of Type I, Schedule 40, flush joint threaded PVC with an O-Ring seal. The bottom 5 feet or greater as determined by the Engineer, will be factory slotted with 0.010 or 0.020 high capacity slots. A suitable PVC threaded point and O-Ring seal will close the bottom of the well screen.

Filter material will consist of fine aggregate used for portland cement concrete or Number 0 New Jersey sands.

The boring will be filled with filter material to the elevation directed by the Engineer at which the bottom of well will be located. Dependent upon the depth of boring, there will be at least 2 feet of filter material below the bottom of PVC. The assembled well will be lowered into the cased boring and additional filter material will be placed around the PVC as the casing is withdrawn from the hole. The well will be kept centered in the boring during the backfilling operation. The filter material will be placed up to an elevation approximately 5 feet below the ground surface and the remaining depth of boring

will be backfilled with firmly-tamped suitable impervious material, unless otherwise directed by the Engineer. The 5 foot length of casing and the PVC will be set flush with or extended above the ground surface to such height as the Engineer may direct.

Method of Measurement: This work will be measured for payment by the actual number of linear feet from the Observation Well bottom to the top of the riser pipe, but not more than 2 feet above the ground surface or to the top of the curb box, for each accepted well installed in accordance with these specifications, or as directed by the Engineer.

Item 11.01 Piezometer

Piezometers may be required to be installed in Soil Borings, Type A. The borings, which will require the installation of a Piezometer, will be specified prior to the issuance of the Purchase Order. The piezometer unit to be installed will be supplied by the Engineer.

The piezometer will be installed in accordance with the manufacturer's specifications and AASHTO specification T252-96.

To protect the Piezometer from damage, a riser pipe consisting of 5 feet of 3 inch nominal inner diameter steel casing with a locking cap, will be required at the ground surface.

A Piezometer will be accepted if the unit functions during the length of the drilling contract.

Method of Measurement: This work will be measured for payment by the actual number of linear feet from the piezometer tip to the top of the riser pipe, but not more than 2 feet above the ground surface for each accepted Piezometer installed in accordance with these specifications, or as directed by the Engineer.

Item 12.01 Inclinometer

The Contractor is to install grooved inclinometer casing and appurtenances. The casing will be comprised of 2.75 inch outer diameter x 2.32 inch inner diameter acrylonitrile butadiene styrene (ABS) plastic telescoping coupling. The casing will have two (2) vertical, perpendicular sets of grooves on the inside surface to guide the inclinometer monitoring unit. The casing will have recessed ends to allow the coupling to freely slide for a minimum of 3 inches per 10 foot casing section. The casing will have screws set at the 1/4 points and mid-point between groove centers.

The inclinometer will be installed in accordance with AASHTO specification T 254-80 and the manufacturer's specifications.

For protection, the inclinometer is to be cut flush with the ground and encased in a bolt down locking, water tight curb box or manhole. The curb boxes will be supplied by the Contractor and clearly labeled as monitoring wells. Curb boxes will be 8 inches to 12 inches in diameter and meet or exceed AASHTO standard for "H-20" truck loadings. The curb boxes will remain flush to the ground and be encased in a concrete pad 12 inches X 12 inches X 12 inches to prevent the destruction of the unit.

The inclinometer will be accepted if the unit functions for the duration of the drilling contract.

Method of Measurement: This work will be measured for payment by the actual number of linear feet from the bottom of the inclinometer casing to the ground surface for each accepted Inclinometer installed in accordance with these specifications, or as directed by the Engineer.

Item 13.01 Trafficperson-Uniformed

The Contractor will provide the services of Trafficpersons-Uniformed of the type and number, and for such periods, as the Engineer approves for the control and direction of vehicular traffic and pedestrians.

The Contractor will inform the Engineer of their scheduled operations and the number and type of Trafficpersons-Uniformed requested and/or required by permit. A Trafficperson-Uniformed, when scheduled, will be on site during installation and removal of traffic control devices (signs, etc.).

If the Contractor changes or cancels any scheduled operations without prior notice of same as required by the agency providing the Trafficperson-Uniformed, and such that Trafficperson-Uniformed services are no longer required, the Contractor will be responsible for payment at no cost to ConnDOT of any shown-up cost for any Trafficperson-Uniformed not used because of the change. Exceptions, as approved by the Engineer, may be granted for adverse weather conditions and unforeseeable causes beyond the control and without the fault or negligence of the Contractor.

Trafficpersons-Uniformed assigned to a work site are to only take direction from the Engineer.

Trafficpersons-Uniformed will wear a high visibility safety garment that complies with OSHA, MUTCD and ASTM Standards

Method of measurement: Only Trafficperson-Uniformed services approved by the Engineer will be measured for payment. Services of Trafficpersons-Uniformed will be measured for payment by the actual number of hours for each person rendering services in accordance with these specifications. Services of Trafficpersons-Uniformed utilized by the Contractor, for which the Engineer did not approve, will not be measured for payment. In cases where the Trafficperson-Uniformed is an employee on the Contractor's payroll, payment for the Trafficperson-Uniformed will be made only for those hours when the Contractor's employee is performing Trafficperson-Uniformed duties.

Safety garments and STOP/SLOW paddles will not be measured for payment.

Item 13.02 Trafficperson - Municipal Police Officers

Trafficperson-Municipal Police Officers will be sworn Municipal Police Officers or Uniformed Constables who perform criminal law enforcement duties from the Municipality in which the project is located. Their services will also include an official police vehicle. Trafficperson-Municipal Police Officers, when available in a municipality will be used on non-limited access highways and local roads. When Trafficperson-Municipal Police Officers are unavailable, other Trafficperson-Uniformed may be used when authorized in writing by the Engineer.

Trafficperson-Municipal Police Officers will be used at such locations and for such periods as the Engineer deems necessary to control traffic operations and promote increased safety to motorists through the work site.

Trafficperson-Municipal Police Officers may conduct motor vehicle enforcement operations in and around work areas as directed and approved by the Engineer.

Trafficperson-Municipal Police Officers will wear the high visibility safety garment provide by their law enforcement agency. If no high visibility safety garment is provided, the Contractor will provide the law enforcement personnel with a garment meeting the requirements stated above for the Trafficperson-Uniformed garment.

Method of measurement: Only Trafficperson services approved by the Engineer will be measured for payment. Services of Trafficpersons will be measured for payment by the actual number of hours for each person rendering services in accordance with these specifications. Services of Trafficpersons utilized by the Contractor, for which the Engineer did not approve, will not be measured for payment. In cases where the Trafficperson is an employee on the Contractor's payroll, payment for the Trafficperson will be made only for those hours when the Contractor's employee is performing Trafficperson duties.

The minimum hours of payment for each Trafficperson supplied by a law enforcement agency in any one day will be four hours.

No travel time will be allowed or paid.

Safety garments and STOP/SLOW paddles will not be measured for payment.

Item 14.01 Mobilization and Dismantling-Land

This item will include the initial mobilization of the drill rig at the project site and the final dismantling after all borings are complete. The Contractor is required to furnish the drill rig and tools, in good condition and all other equipment necessary to carry on and complete the work properly. The Contractor may be required to mobilize and dismantle his equipment at existing highway structures, highway embankments, highway rights of way, off the traveled way, wooded areas and other difficult sites. The Contractor will have the necessary equipment and personnel to assemble his drilling equipment at the desired locations.

The Mobilization and Dismantling-Land item will include full compensation for all traffic control devices, cones, signs, etc. When the Contractors operations obtrude onto any part of the roadway, the Contractor is to adhere to ConnDOT's publication "Traffic Control Patterns for Highway Maintenance" revised July 2002. Traffic Control will not include crash trucks, arrow boards or message signs.

All material or equipment furnished under this item will remain the property of the Contractor and will be maintained and disposed of by him. This item will carry all charges incidental to such plant setup and removal, in order that the charges need not be distributed among the more variable items of the contract.

Method of Measurement: This item will be measured for payment by the actual number of boring rigs and/or crews specified in the Purchase Order or as directed by the Engineer. This item will be due for payment at the time of final payment after removal of all materials and equipment from the project.

Item 15.01 Mobilization and Dismantling-Water

This item will include the initial mobilization of the drill rig at the project site, the launching, positioning and moving of rafts and other equipment necessary for making borings over water and the final dismantling after all borings are complete. The Contractor is required to furnish the drill rig and tools, in good condition and all other equipment necessary to carry on and complete the work properly. The Contractor will have the necessary equipment and personnel to assemble his drilling equipment at the desired locations.

The Mobilization and Dismantling-Water item will include full compensation for all traffic control devices, cones, signs, etc. When the Contractors operations obtrude onto any part of the roadway, the Contractor is to adhere to ConnDOT's publications "Traffic Control Patterns for Highway Maintenance, revised July 2002. Traffic Control will not include crash trucks, arrow boards or message signs.

All material or equipment furnished under this item will remain the property of the Contractor and will be maintained and disposed of by him. This item will carry all charges incidental to such plant setup and removal, in order that the charges need not be distributed among the more variable items of the contract.

Method of Measurement: This item will be measured for payment by the actual number of boring rigs and/or crews specified in the Purchase Order or as directed by the Engineer. This item will be due for payment at the time of final payment after removal of all materials and equipment from the project.

ITEM 16.1 Mobilization and Dismantling-Portable Boring Equipment

For sensitive areas such as residential, landscaped or wetland areas the Engineer may require the use of portable boring equipment [not skid rigs] that can be carried by workmen to and from each boring site. The use of hay bales, platforms, filter cloth, planks, etc. to contain the operation may be required.

The unit bid price for this work as submitted by the Contractor will include all labor including transporting the equipment, use of portable equipment and incidentals necessary to mobilize and dismantle the portable boring equipment at each boring in these areas.

Compensation for this work as mentioned, in addition to any other work necessary to mobilize and dismantle the boring equipment in wetland or sensitive areas, repair any damage as a result of the Contractors operation or to clean up and complete the borings will be included in the unit bid price for each mobilization and dismantling of portable equipment at each boring.

Borings made with portable equipment will be paid at the contract unit bid price for Type B Borings for the actual depth made as determined by the Engineer. If willow refusals are encountered, additional borings in the immediate area may be called for by the Engineer. For these additional borings in the immediate area (no greater than 20 feet away) no additional mobilization and dismantling will be paid.

Method of Measurement: This item will be measured for payment by the actual number of boring rigs and/or crews specified in the Purchase Order or as directed by the Engineer. This item will be due for payment at the time of final payment after removal of all materials and equipment from the project.

ITEM 17.1 Mobilization and Dismantling-Skid Rig on Land

This item will include the set up and breakdown of a skid rig on borings that require such a set up, as determined by the Engineer. If after examination of the site the Contractor feels a boring location warrants use of a skid rig, the Contractor will confirm approval for use of a skid rig under this item with the Engineer.

Method of Measurement: This item will be measured for payment by each number of boring rigs and/or crews specified in the Purchase Order or as directed by the Engineer. This item will be due for payment at the time of final payment after removal of all materials and equipment from the project.

ITEM 18.1 Automatic Hammer For Standard Penetration Test (SPT)

The work under this item when requested by the Engineer will include the use of a fully automatic hammer to conduct the SPT. The automatic hammer system will lift a 140 pound drive weight and completely release the weight for a 30 inch free fall. The drive weight will not have a cable or rope attached that may impede the fall.

Method of Measurement: This item will be measured for payment by the actual number of boring rigs required to be equipped with an Automatic Hammer for SPT. This item will be due for payment at the time of final payment after removal of all materials and equipment from the project.

Item 19.01 Standby Time

Certain projects may require the Contractor to curtail operations during the normal work day due to restricted working hours imposed by ConnDOT or for other reasons such as traffic control including air and rail traffic, weather conditions, tides or other conditions. Construction projects may require that the Contractor stop the boring operations.

When Standby Time occurs for any purpose it will be determined by the Engineer.

No Standby Time will be paid when work cannot be performed due to adverse weather conditions as determined by the State, breakdowns, etc. Should the State deem the equipment or workers to be unsafe no Standby Time will be paid for the Contractor to furnish replacement workers or equipment.

Standby Time will not be paid to assemble or remove a traffic control pattern.

If more than one (1) drill rig is being used on a project this item will be paid per hour per drill rig when applicable, as determined by the Engineer.

Method of Measurement: The item Standby Time will be measured for payment by the actual number of hours each drill rig is required by the Engineer to Standby. Standby Time will be measured to the nearest 15 minute interval.

ITEM 20.01 Truck Mounted Impact Attenuator Vehicles (TMAs)

Operations on limited access, high volume roadways which require the use of a TMA (commonly referred to as a crash truck) will be provided in accordance with this item. The TMA will be placed prior to the first work area in the traffic control pattern. If there are multiple drill rigs working within the same pattern then each drill rig will have a TMA positioned at a sufficient distance (25 to 100 feet), as directed by the Engineer, to protect the workers and traveling public. The Contractor will document and demonstrate to the Engineer's satisfaction that the system conforms to the requirements of a new system, or NCHRP Report 230 or NCHRP 350 (TL-2)

The attenuation device will be mounted on a truck or service vehicle similar in size and weight to the truck that was used in the crash testing that was submitted and approved by the FHWA. In addition, the truck will have a minimum weight (mass) of 15,000 pounds (6,800 kilograms) and a maximum weight (mass) in accordance with the manufacturer's recommendations. Any ballast used to obtain the minimum weight requirement, or any other object that is placed on the vehicle will be anchored so that it will be retained on the vehicle during an impact.

The truck will be equipped with an internally illuminated flashing arrow visible from the rear. The bottom of the illuminated arrow sign will be installed a minimum of 7 feet above the ground. The illuminated arrow will conform to the requirements of Part VI MUTCD, Advance Warning Flashing Sequencing Arrow panels, Type C.

The truck will be equipped with a minimum of two (2) amber strobe type flashers mounted above the internally illuminated flashing arrow.

The TMA unit will have a chevron pattern that covers the rear face of the unit. The standard chevron pattern will consist of stripes, alternating non-reflective black and Type III retro-reflective yellow sheeting, slanted at 45 degrees in an inverted "V" pattern, centered on the rear of the unit. The width of the stripes will be between 4 and 8 inches.

The disposal of crushed or damaged systems is the responsibility of the Contractor. The disposal method employed will be approved by the Engineer.

Method of Measurement: This item will be measured for payment by the actual number of TMA(s) that are used on a daily basis when determined necessary by the Engineer. This item will be due for payment at the time of the final payment.

ITEM 21.1 Light Plant

Operations which will be performed during hours of darkness will require either equipment mounted or stand alone illumination. Illumination will include a minimum of two (2) flood/wide lights and two (2) narrow/spot lights. The lighting will be UL listed as suitable for wet locations and be either 250 watt metal Halide Lamps with integral ballast or 1000 watt Quartz PAR64, or approved lighting fixtures of equivalent light output characteristics.

All mounts will provide a secure connection that allows for adjustable positioning and aiming of the light fixture. Lighting must be capable of maximizing the illumination on each task, while minimizing glare to the passing traffic.

Lighting will be provided continuously during the entire operation and a sufficient number of spare lamps will be available on site in the event of failures.

Method of Measurement: Lighting will be measured for payment by the actual number of days that each drill rig requires illumination during the hours of darkness.

EXHIBIT A1

TRAFFIC CONTROL DURING MAINTENANCE OPERATIONS (English Version)

The following guidelines shall assist field personnel in determining when and what type of traffic control patterns to use for various situations. These guidelines shall provide for the safe and efficient movement of traffic through work zones and enhance the safety of work forces in the work area.

TRAFFIC CONTROL PATTERNS: Traffic control patterns shall be used when a work operation requires that all or part of any vehicle protrudes onto any part of a travel lane or shoulder. For each situation, the installation of traffic control devices shall be based on the following:

1. Speed and volume of traffic.
2. Duration of operation.
3. Exposure to hazards.

Traffic control patterns shall be uniform, neat and orderly so as to command respect from the motorist.

In the case of a horizontal or vertical sight restriction in advance of the work area, the traffic control pattern shall be extended to provide adequate sight distance for approaching traffic.

If a lane reduction taper is required to shift traffic, the entire length of the taper should be installed on a tangent section of roadway so that the entire taper area can be seen by the motorist.

Any existing signs that are in conflict with the traffic control patterns shall be removed, covered, or turned so that they are not readable by oncoming traffic.

When installing a traffic control pattern, a Buffer Area should be provided and this area shall be free of equipment, workers, materials and parked vehicles.

Typical traffic control plans 20 through 25 may be used for moving operations such as painting, pot hole patching, mowing, or sweeping when it is necessary for equipment to occupy a travel lane.

Traffic control patterns will not be required when vehicles are on an emergency patrol type activity or when a short duration stop is made and the equipment can be contained within the shoulder. Flashing lights and flaggers shall be used when required.

Although each situation must be dealt with individually, conformity with the typical traffic control plans contained herein is required. In a situation not adequately covered by the typical traffic control plans, the Engineer or Supervisor must contact both the District Traffic Representative and the District Safety Advisor for assistance prior to setting up a traffic control pattern.

EXHIBIT A1

PLACEMENT OF SIGNS: Signs must be placed in such a position to allow motorists the opportunity to reduce their speed prior to the work area. Signs shall be installed on the same side of the roadway as the work area. On multi-lane divided highways, advance warning signs may be installed on both sides of the highway. On directional roadways (on-ramps, off-ramps, one-way roads), where the sight distance to signs is restricted, these signs should be installed on both sides of the roadway.

Allowable Adjustment of Signs and Devices
Shown on the Traffic Control Plans

The traffic control plans contained herein show the location and spacing of signs and devices under ideal conditions. Signs and devices should be installed as shown on these plans whenever possible.

The proper application of the traffic control plans and installation of traffic control devices depends on actual field conditions.

Adjustments to the traffic control plans shall be made only at the direction of the Engineer or Supervisor to improve the visibility of the signs and devices and to better control traffic operations. Adjustments to the traffic control plans shall be based on safety of work forces and motorists, abutting property requirements, driveways, side roads, and the vertical and horizontal curvature of the roadway.

The Engineer or Supervisor may require that the signing pattern be located significantly in advance of the work area to provide better sight line to the signing and safer traffic operations through the work zone.

Table I indicates the minimum taper length required for a lane closure based on the posted speed limit of the roadway. These taper lengths shall only be used when the recommended taper lengths shown on the traffic control plans cannot be achieved.

TABLE I – MINIMUM TAPER LENGTHS

POSTED SPEED LIMIT MILES PER HOUR	MINIMUM TAPER LENGTH IN FEET FOR A SINGLE LANE CLOSURE
30 OR LESS	180
35	250
40	320
45	540
50	600
55	660
65	780

PAVING OPERATIONS ON HIGHWAYS – WORK BY CONTRACTOR:

EXHIBIT A1

The Engineer or Supervisor will be assigned to each project to coordinate the traffic control for paving operations and determine the number of traffic control personnel required.

The District Traffic Representative will determine the hours of the paving operations and will coordinate the paving operations with other construction activities in the immediate area. The District Traffic Representative will be available to assist field forces on traffic control issues and may contact the Division of Traffic Engineering for additional assistance.

When work hours on a particular project have been established, an on-site meeting between the Department and the Contractor will be held two weeks prior to the starting date. If the District Traffic Representative determines that it is necessary, a news release will be prepared and distributed to the local papers, radio stations, State Police, and municipalities.

MOVING OPERATIONS - WORK BY STATE FORCES:

The Engineer or Supervisor will be assigned to each project and will direct the entire moving operation. If the Engineer or Supervisor must leave the operation, a substitute shall be assigned to continue the operation.

All personnel involved in this work will be instructed by the Engineer or Supervisor regarding the proper application of traffic control patterns that will be used to complete the work.

The first advance warning to the motorist shall be vehicle #1 which shall be located considering ramps, grades, curves, volumes, and speed of the traffic. This vehicle shall not restrict any portion of the travelway on multilane highways, except as noted on plans.

All vehicles shall have the appropriate illuminated warning devices.

INSTALLING AND REMOVING TRAFFIC CONTROL PATTERNS

Lane Closures shall be installed beginning with the advanced warning signs and proceeding forward toward the work area.

Lane Closures shall be removed in the reverse order, beginning at the work area, or end of the traffic control pattern, and proceeding back toward the advanced warning signs.

USE OF TRUCK MOUNTED IMPACT ATTENUATOR VEHICLES (TMAs)

On limited access, high volume roadways, a TMA shall be placed prior to the first work area in the traffic control pattern. If there are multiple work areas within the same pattern, then additional TMAs may be positioned at each additional work area in the pattern as needed.

TMAs shall be positioned a sufficient distance prior to the workers or equipment being protected to allow for appropriate vehicle roll-ahead in the event that the TMA is hit, but not so far that an errant vehicle could travel around the TMA and into the work area.

EXHIBIT A1

TRAFFIC CONES

Traffic Cones shall be fluorescent orange PVC with 6" and 4" white retroreflective collars. Traffic cones shall be 36" minimum in height and 12 lbs. minimum in weight with the following approximate dimensions: 14" square base, 2 ¼" top O.D., 10 ½" bottom O.D.

EXHIBIT A1

NOTES FOR TRAFFIC CONTROL PLANS

1. IF A TRAFFIC STOPPAGE OCCURS IN ADVANCE OF SIGN (A), THEN THE INSTALLATION OF AN ADDITIONAL SIGN (A) IN ADVANCE OF THE STOPPAGE SHOULD BE CONSIDERED.
2. SIGNS (AA), (A) AND (D) SHOULD BE OMITTED WHEN THESE SIGNS HAVE ALREADY BEEN INSTALLED TO DESIGNATE A LARGER WORK ZONE THAN THE WORK ZONE THAT IS ENCOMPASSED ON THIS PLAN.
3. SEE TABLE #1 FOR ADJUSTMENT OF TAPERS IF NECESSARY.
4. A CHANGEABLE MESSAGE SIGN MAY BE UTILIZED ONE HALF TO ONE MILE IN ADVANCE OF THE LANE CLOSURE TAPER.
5. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 72 HOURS, THEN TRAFFIC DRUMS SHALL BE USED IN PLACE OF TRAFFIC CONES.
6. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN ANY LEGAL SPEED LIMIT SIGNS WITHIN THE LIMITS OF A ROADWAY / LANE CLOSURE AREA WILL BE COVERED WITH AN OPAQUE MATERIAL WHILE THE CLOSURE IS IN EFFECT AND UNCOVERED WHEN THE ROADWAY / LANE CLOSURE IS REOPENED TO ALL LANES OF TRAFFIC.
7. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN THE EXISTING CONFLICTING PAVEMENT MARKINGS SHALL BE ERADICATED OR COVERED AND TEMPORARY PAVEMENT MARKINGS THAT DEPICT THE PROPER TRAVEL PATHS SHALL BE INSTALLED.
8. DISTANCES BETWEEN SIGNS IN THE ADVANCE WARNING AREA MAY BE REDUCED TO 200' ON LOW SPEED URBAN ROADS (SPEED LIMIT < 40 MPH).
9. FOR SHORT DURATION OPERATIONS, 4 TRUCK MOUNTED ATTENUATOR UNITS MAY BE USED TO CREATE THE TAPER IN LIEU OF TRAFFIC CONES/DRUMS.
10. FOR THE INSTALLATION OF PAVEMENT MARKINGS, VEHICLE 1 SHALL HAVE A SIGN WITH THE LEGEND "LINE PAINTING".



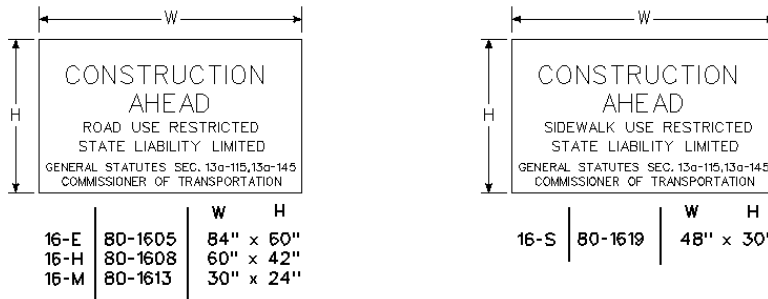
REV'D 7-02

CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING &
HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

MAINTENANCE
TRAFFIC CONTROL PLAN
NOTES

EXHIBIT A1

SERIES 16 SIGNS



THE 16-S SIGN SHALL BE USED ON ALL PROJECTS THAT REQUIRE SIDEWALK RECONSTRUCTION OR RESTRICT PEDESTRIAN TRAVEL ON AN EXISTING SIDEWALK.

SERIES 16 SIGNS SHALL BE INSTALLED IN ADVANCE OF THE TRAFFIC CONTROL PATTERNS TO ALLOW MOTORISTS THE OPPORTUNITY TO AVOID A WORK ZONE. SERIES 16 SIGNS SHALL BE INSTALLED ON ANY MAJOR INTERSECTING ROADWAYS THAT APPROACH THE WORK ZONE. ON LIMITED- ACCESS HIGHWAYS, THESE SIGNS SHALL BE LOCATED IN ADVANCE OF THE NEAREST UPSTREAM EXIT RAMP AND ON ANY ENTRANCE RAMPS PRIOR TO OR WITHIN THE WORK ZONE LIMITS.

THE LOCATION OF SERIES 16 SIGNS SHOULD BE INSTALLED AS DIRECTED BY THE ENGINEER OR SUPERVISOR, OR MAY BE FOUND ELSEWHERE IN THE PLANS.

IF SIGNS ARE TO BE POST MOUNTED THEN:

SIGN 16-E OR 16-H SHALL BE USED ON ALL EXPRESSWAYS.

SIGN 16-H OR 16-M SHALL BE USED ON ALL RAMPS, OTHER STATE ROADWAYS, AND MAJOR TOWN/CITY ROADWAYS.

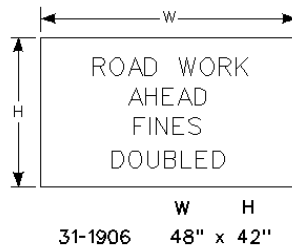
SIGN 16-M SHALL BE USED ON OTHER TOWN ROADWAYS.

IF SIGNS ARE TO BE MOUNTED ON PORTABLE SUPPORTS, THEN SIGN 16-M SHALL BE USED.

REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED"

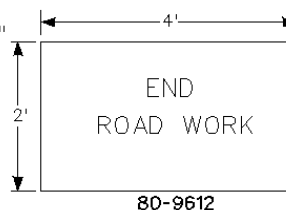
THE REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED" SHALL BE INSTALLED FOR ALL WORK ZONES THAT OCCUR ON ANY STATE HIGHWAY IN CONNECTICUT WHEN THERE ARE WORKERS ON THE HIGHWAY OR WHEN THERE IS OTHER THAN EXISTING TRAFFIC OPERATIONS. THE "ROAD WORK AHEAD, FINES DOUBLED" REGULATORY SIGNS SHALL NOT BE INSTALLED ON TOWN ROADS.

THE "ROAD WORK AHEAD FINES DOUBLED" REGULATORY SIGN SHALL BE PLACED AFTER THE SERIES 16 SIGN AND IN ADVANCE OF THE "ROAD WORK AHEAD" SIGN.



"END ROAD WORK" SIGN

THE LAST SIGN IN THE PATTERN MUST BE THE "END ROAD WORK" SIGN.



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CONNECTICUT
DEPARTMENT OF TRANSPORTATION
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DIVISION OF TRAFFIC ENGINEERING

MAINTENANCE
TRAFFIC CONTROL PLAN

REQUIRED SIGNS



EXHIBIT A1

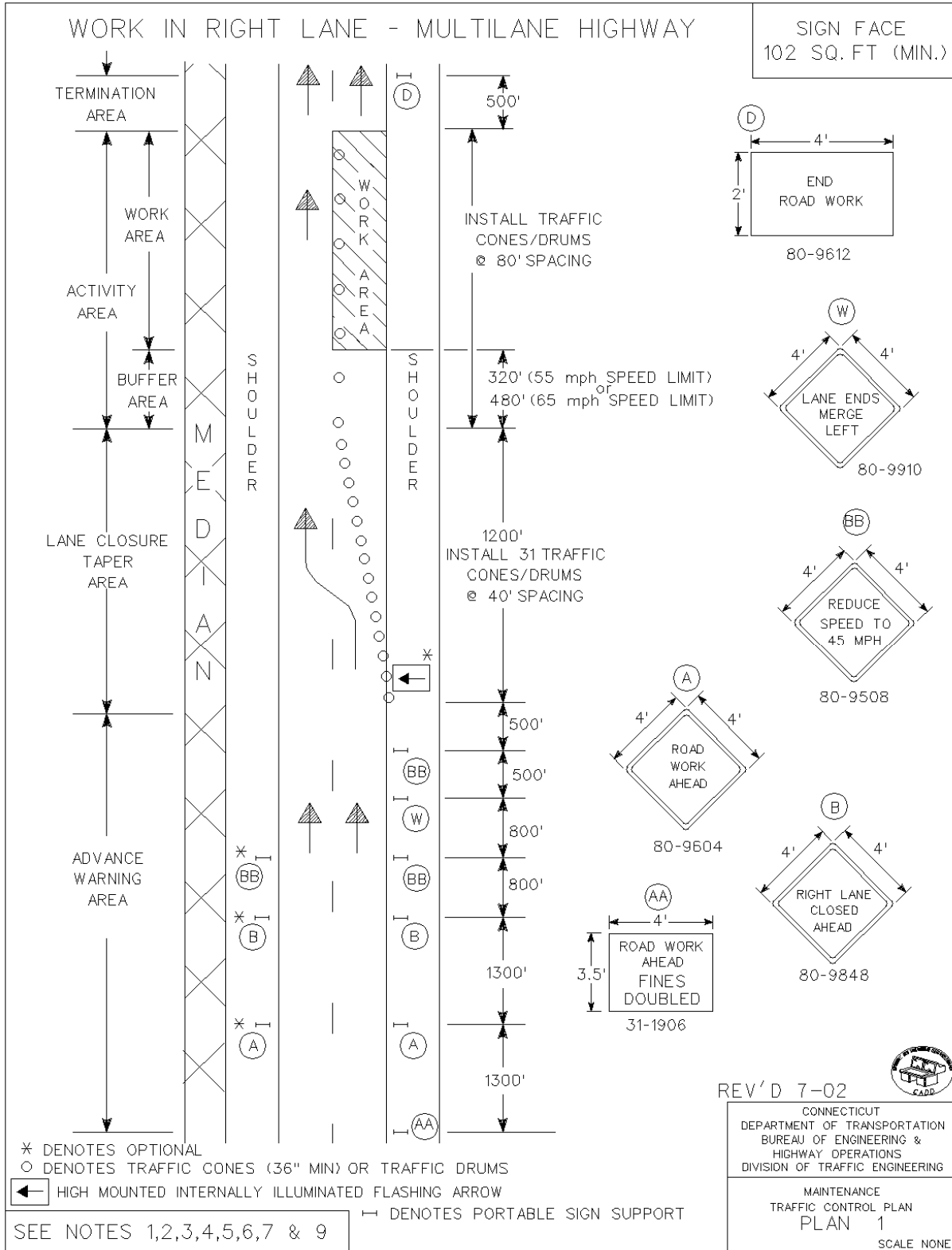


EXHIBIT A1

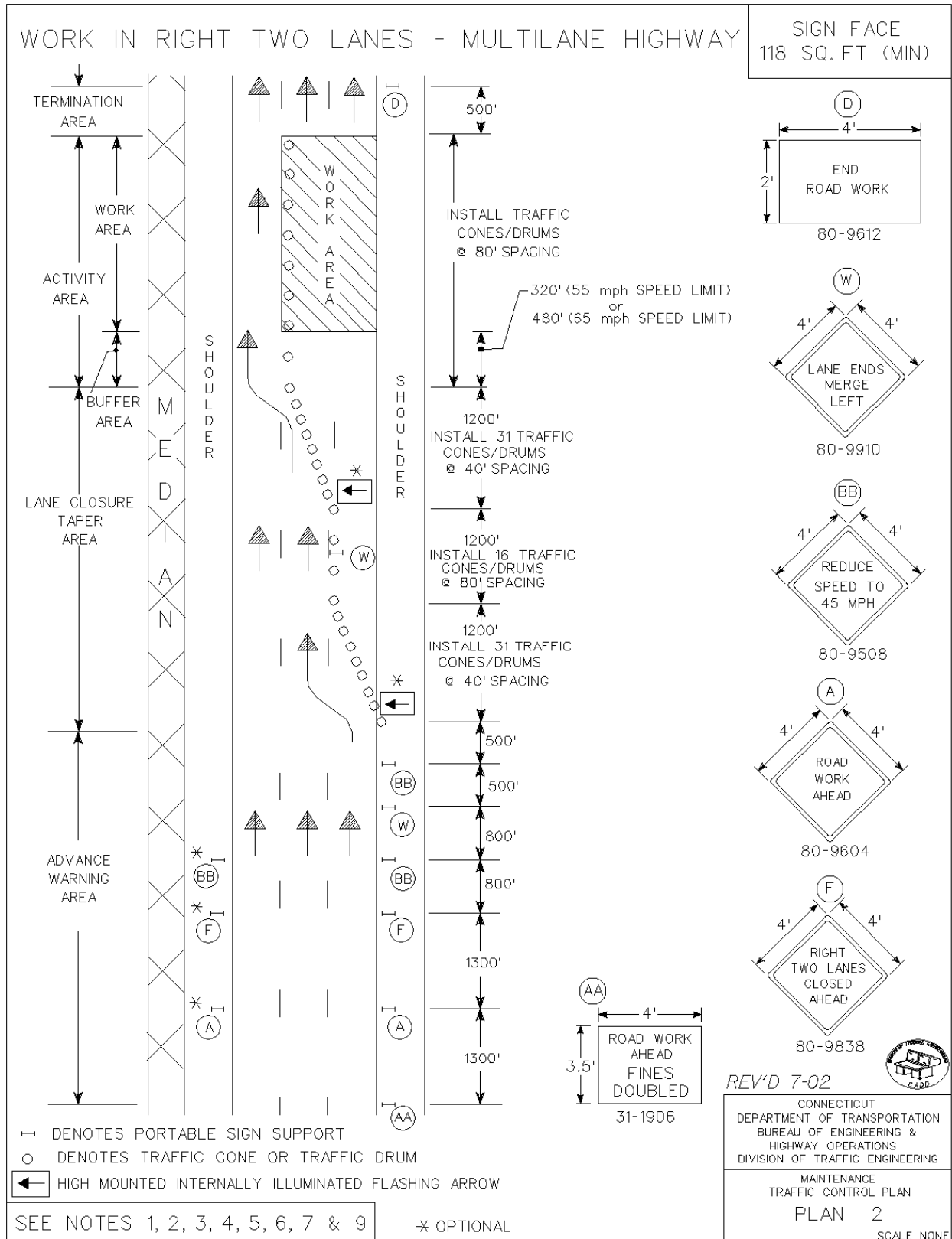


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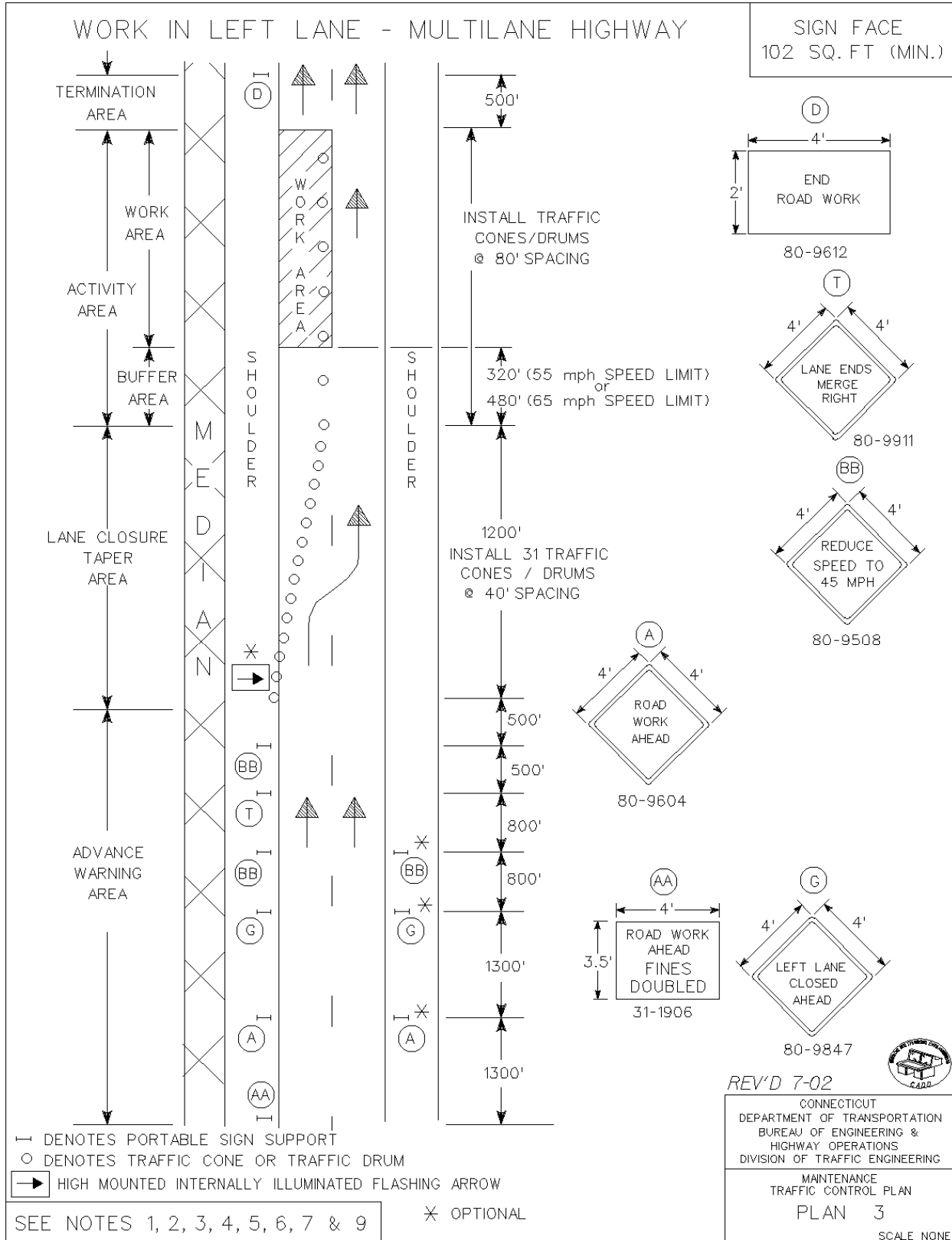


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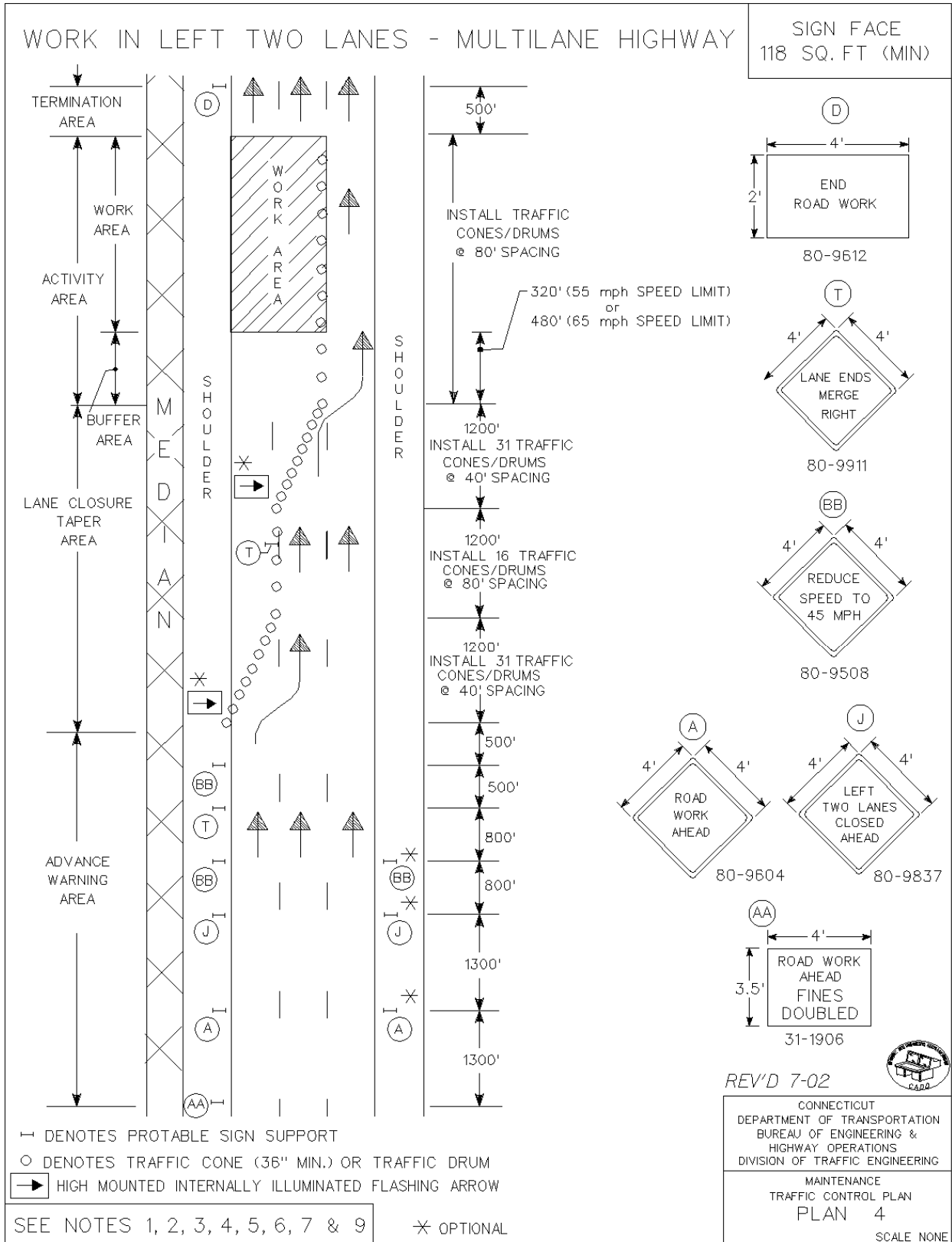


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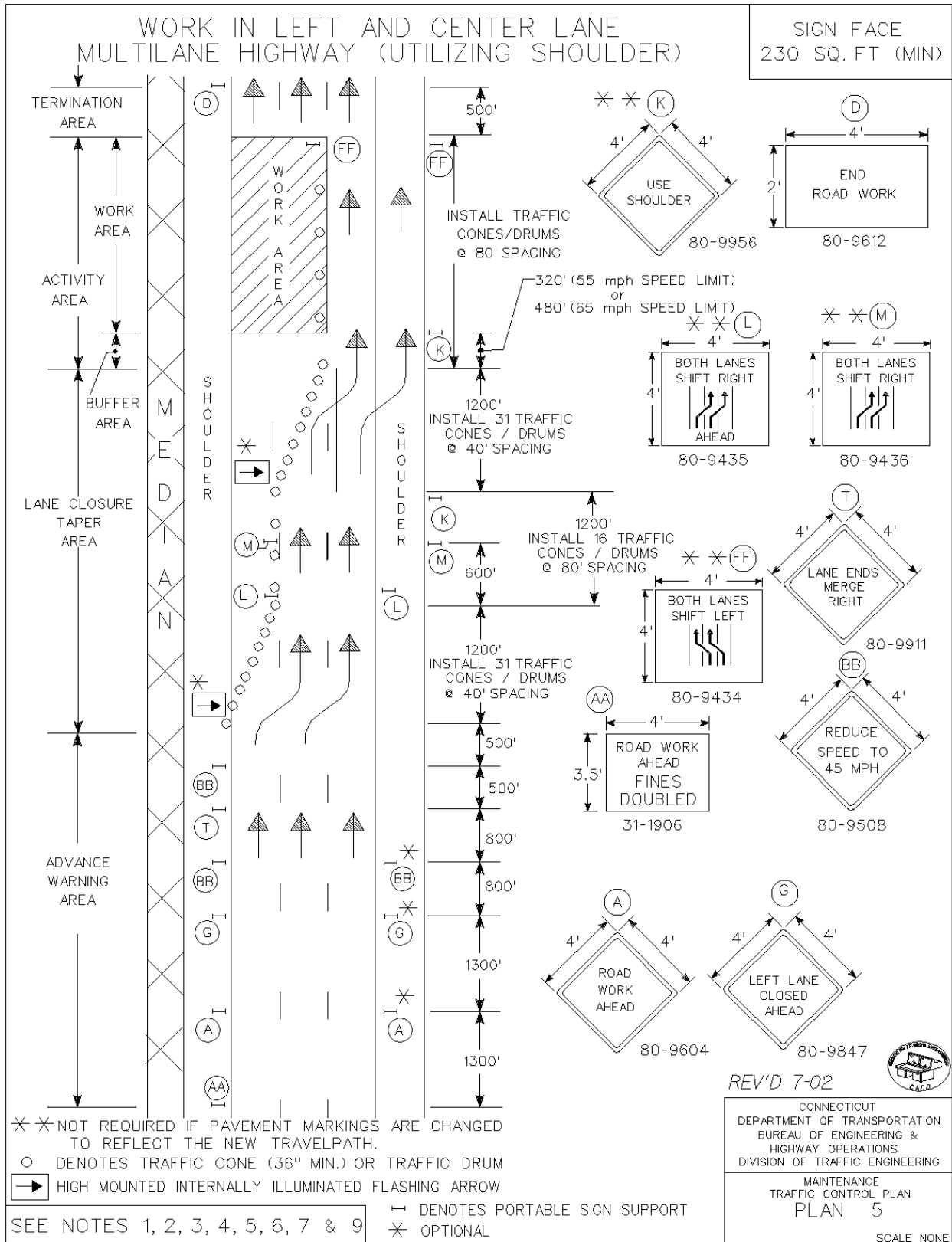


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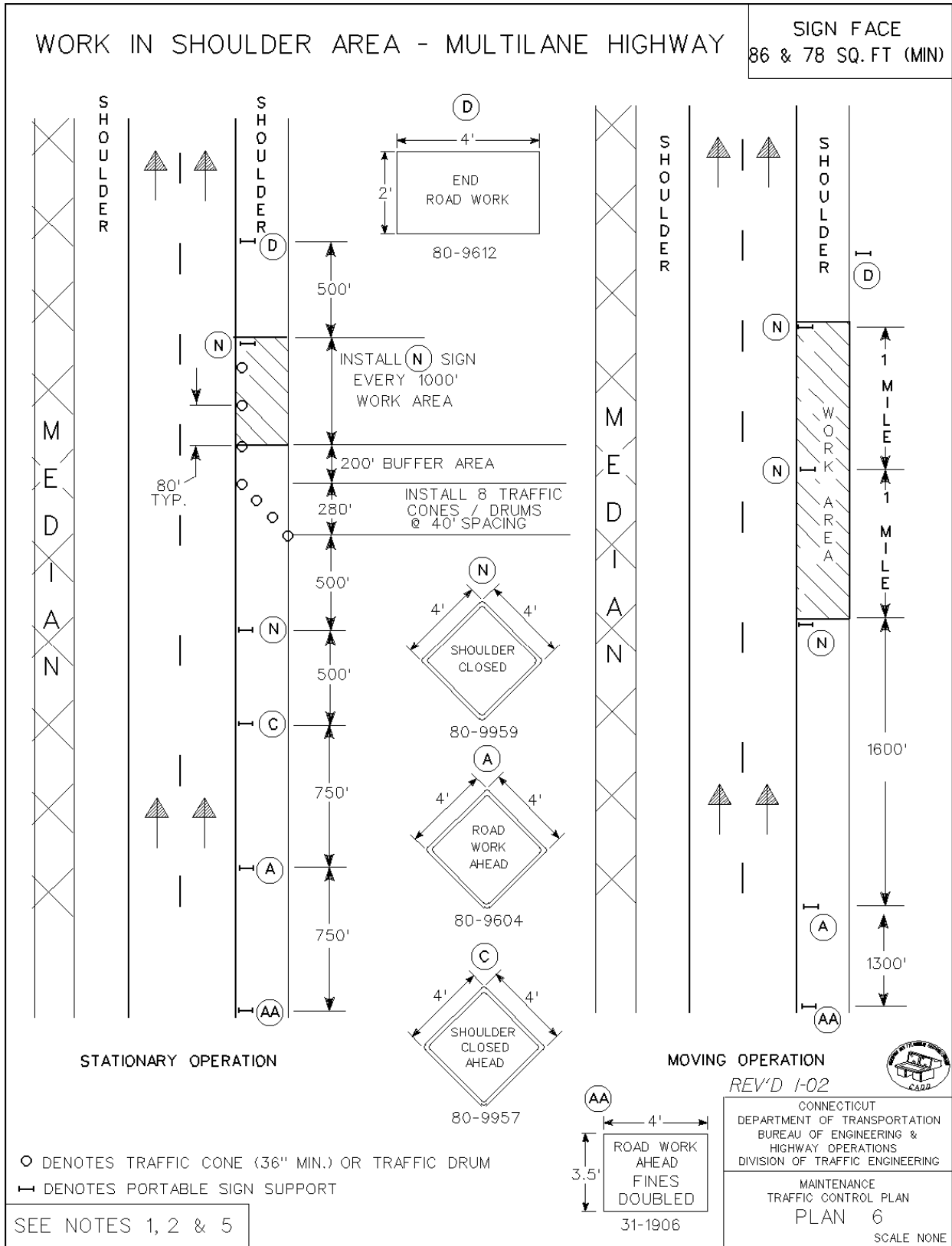


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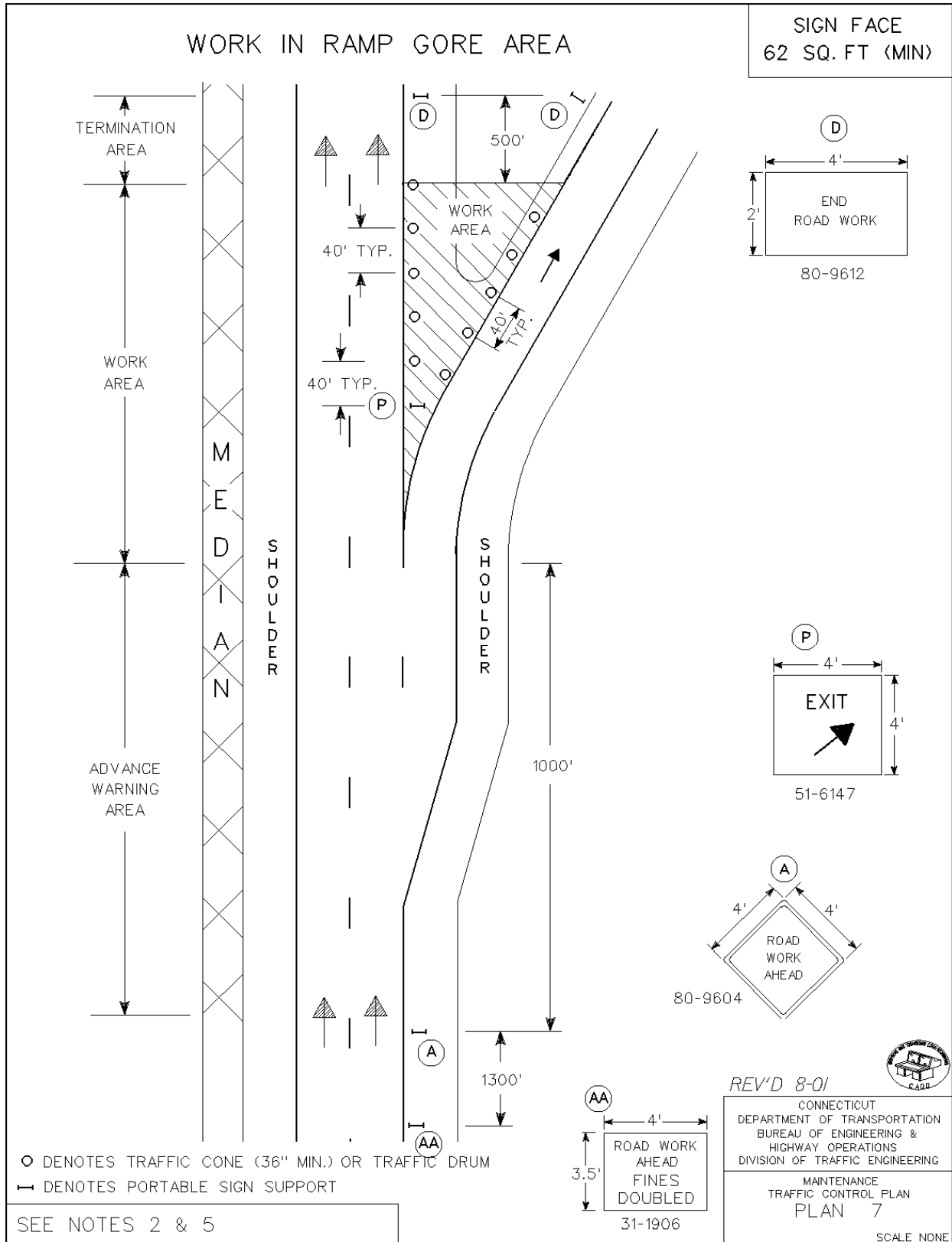
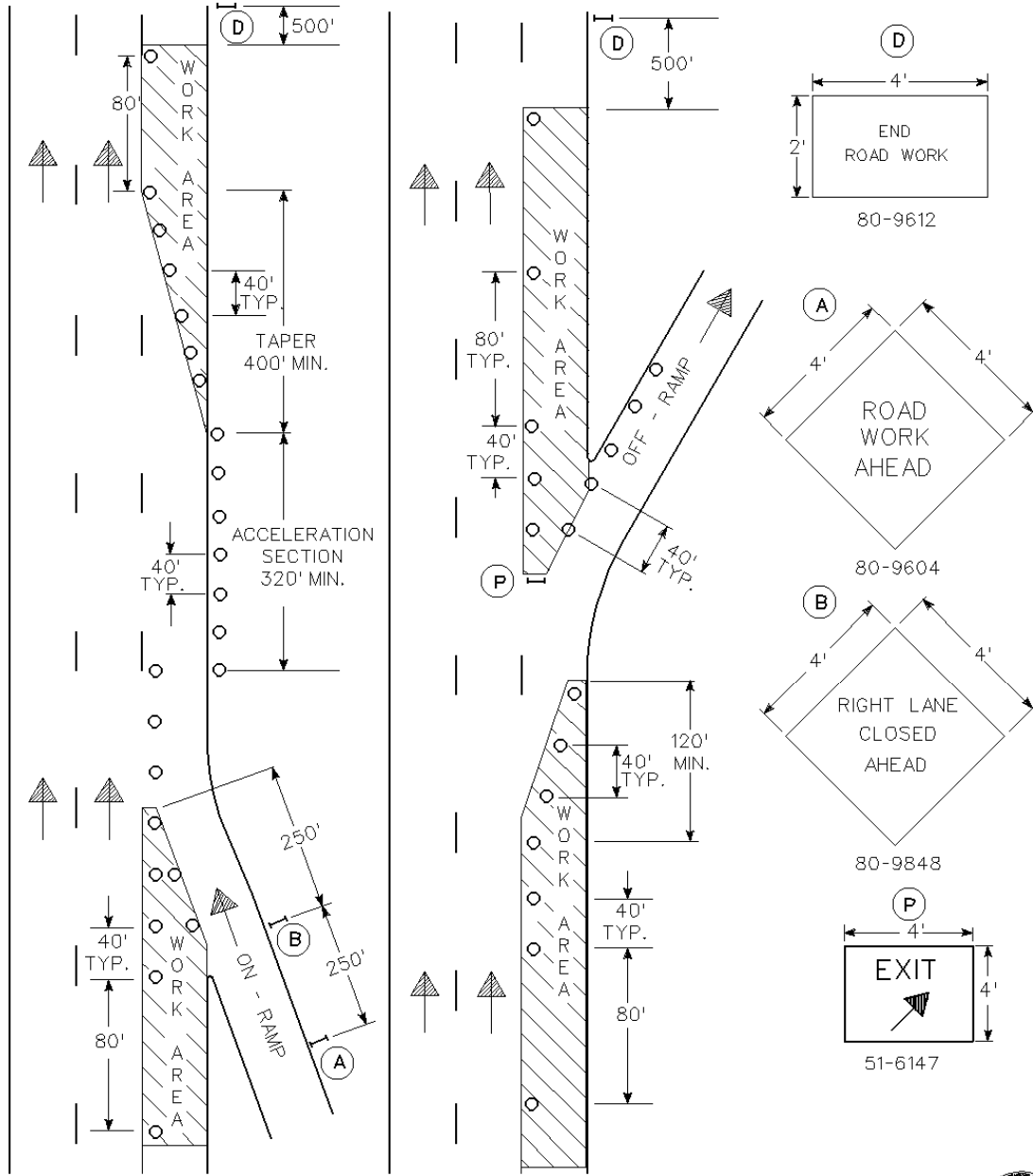


EXHIBIT A1

TYPICAL RAMP TREATMENTS FOR MAINLINE LANE CLOSURE - MULTILANE HIGHWAY

SIGN FACE SQ. FT VARIES



ON - RAMP TREATMENT

OFF - RAMP TREATMENT

- USE TRAFFIC CONTROL PLAN 1 TO CLOSE THE RIGHT LANE.
- ⇨ DENOTES PORTABLE SIGN SUPPORT
- DENOTES TRAFFIC CONE (36" MIN.) OR TRAFFIC DRUM

SEE NOTES 1, 2, 4, 5, 6 & 7

REV'D 11-01



CONNECTICUT
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BUREAU OF ENGINEERING &
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DIVISION OF TRAFFIC ENGINEERING

MAINTENANCE
TRAFFIC CONTROL PLAN
PLAN 8

SCALE NONE

EXHIBIT A1

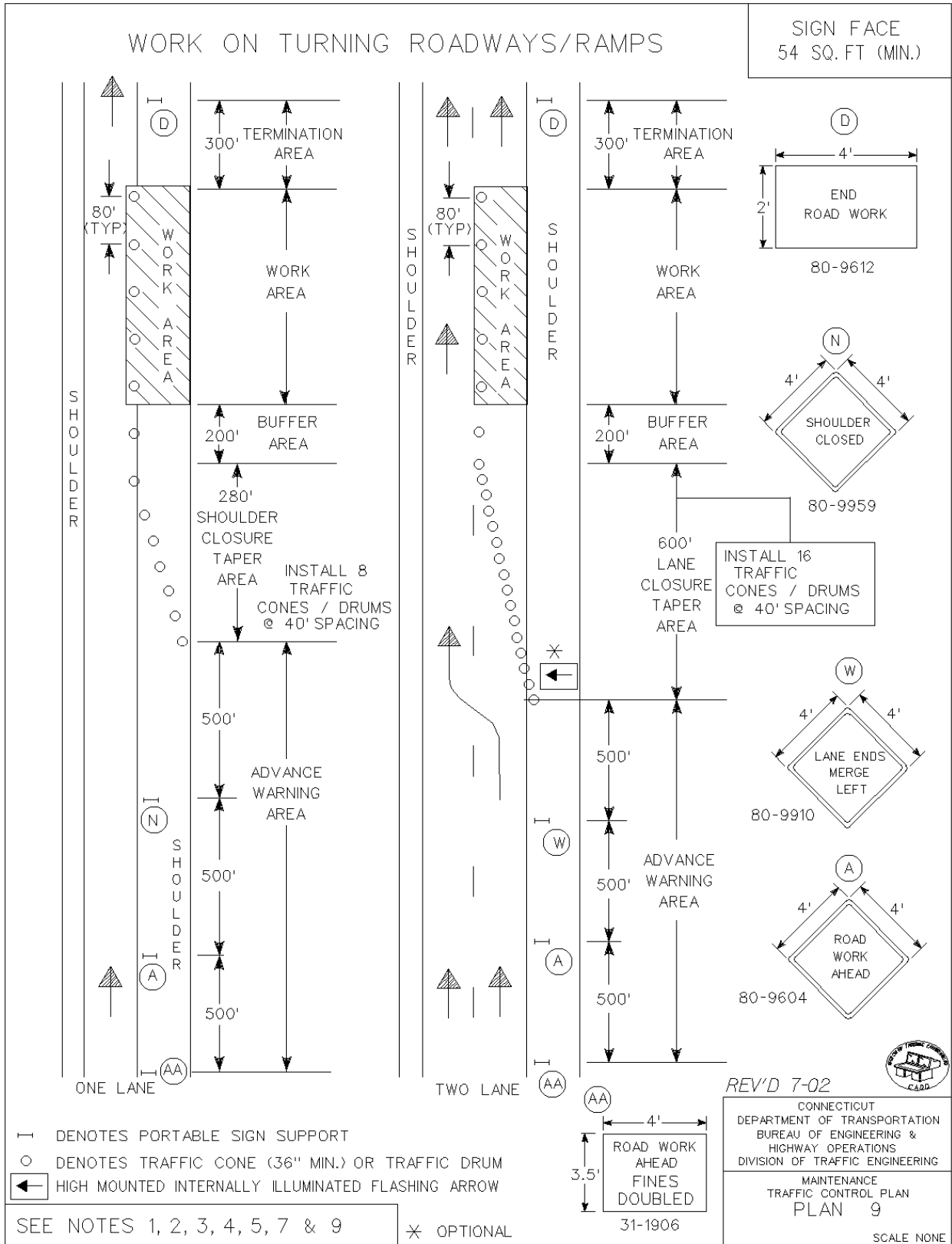
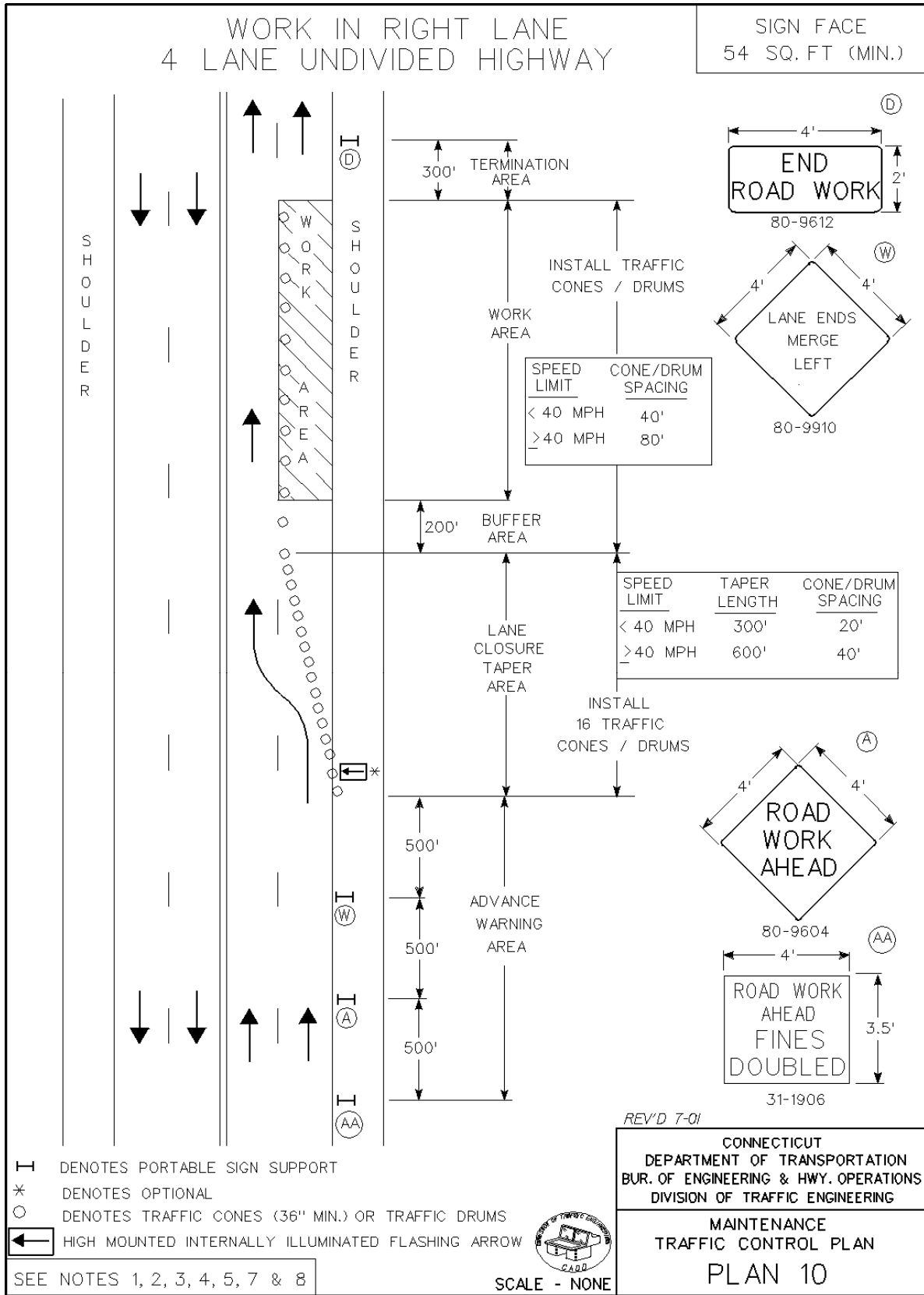


EXHIBIT A1



APPROVED J.F. Carey DATE 7-23-01
PRINCIPAL ENGINEER

EXHIBIT A1

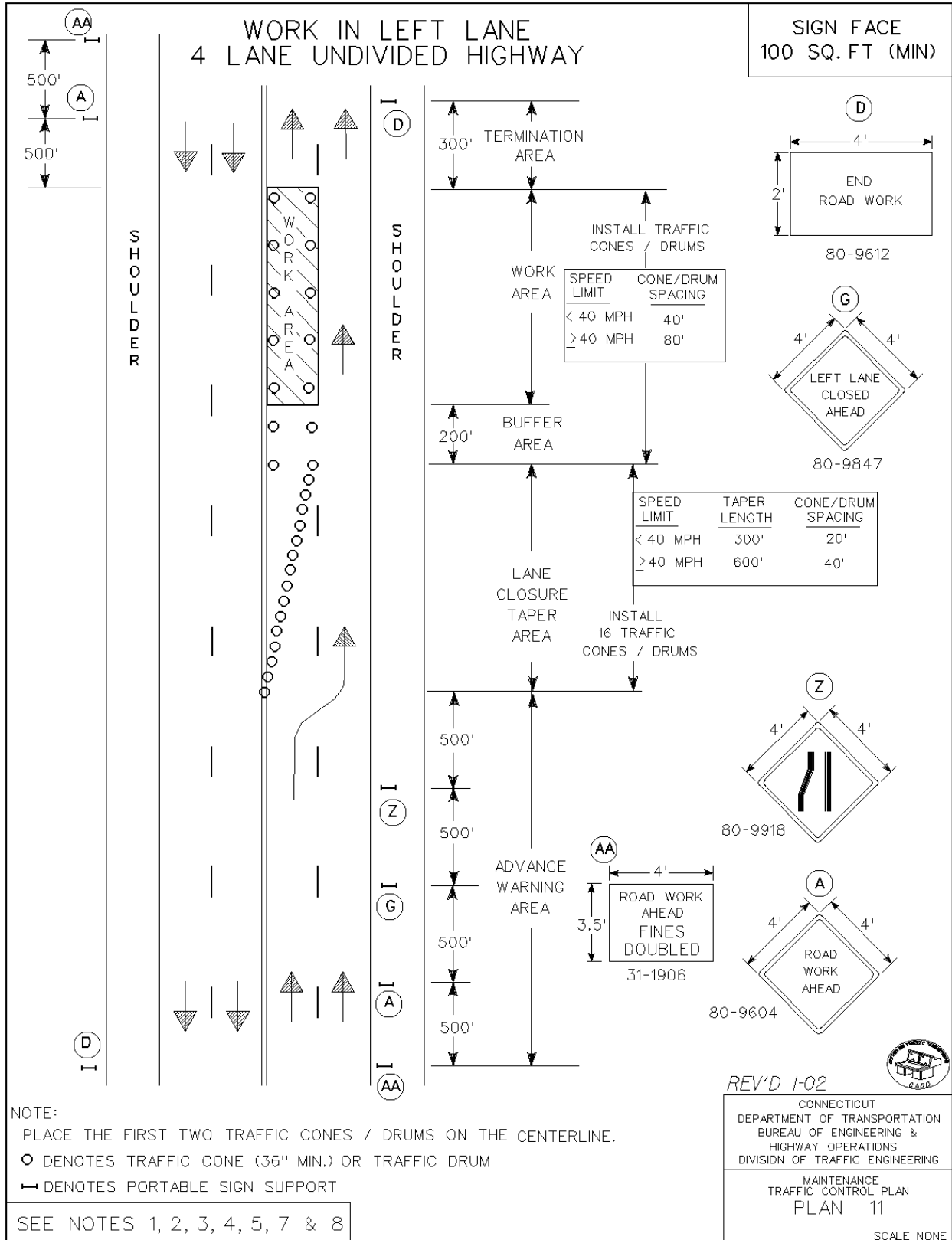


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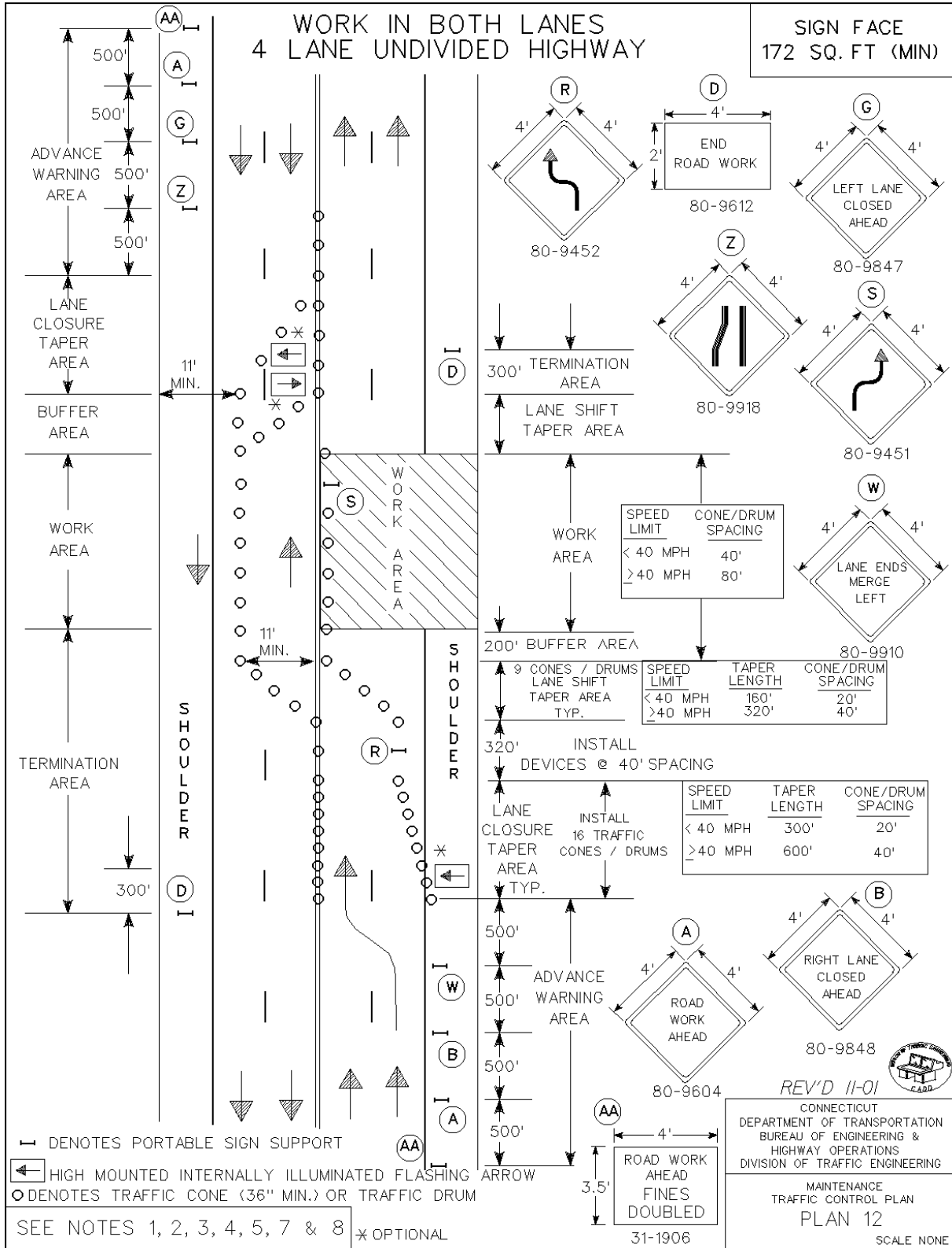
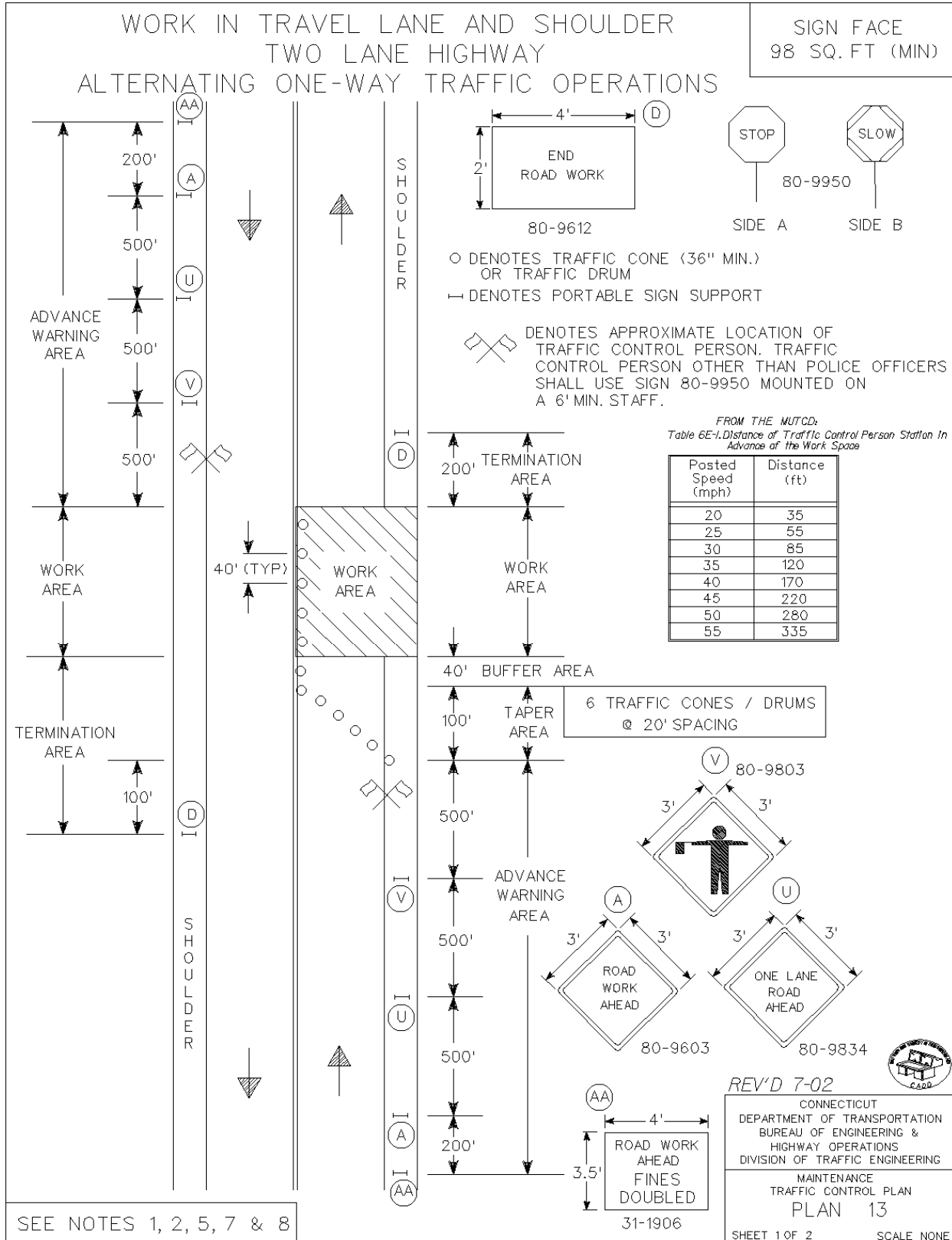


EXHIBIT A1



SEE NOTES 1, 2, 5, 7 & 8

EXHIBIT A1

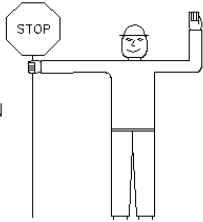
WORK IN TRAVEL LANE AND SHOULDER
TWO LANE HIGHWAY
ALTERNATING ONE-WAY TRAFFIC OPERATIONS

HAND SIGNAL METHODS TO BE USED BY TRAFFIC CONTROL PERSONS

THE FOLLOWING METHODS FROM SECTION 6E.04 TRAFFIC CONTROL PERSON PROCEDURES IN THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" SHALL BE USED BY TRAFFIC CONTROL PERSONS WHEN DIRECTING TRAFFIC THROUGH A WORK AREA. THE STOP/SLOW SIGN PADDLE (SIGN NO. 80-9950) SHOWN ON THE TYPICAL DETAIL SHEET ENTITLED "SIGNS FOR CONSTRUCTION AND PERMIT OPERATIONS" SHALL BE USED.

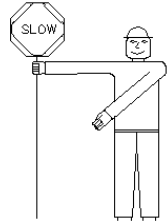
A. TO STOP TRAFFIC

TO STOP ROAD USERS, THE TRAFFIC CONTROL PERSON SHALL FACE ROAD USERS AND AIM THE STOP PADDLE FACE TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. THE FREE ARM SHALL BE HELD WITH THE PALM OF THE HAND ABOVE SHOULDER LEVEL TOWARD APPROACHING TRAFFIC.



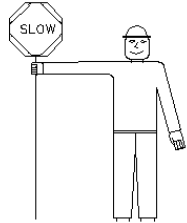
B. TO DIRECT TRAFFIC TO PROCEED

TO DIRECT STOPPED ROAD USERS TO PROCEED, THE TRAFFIC CONTROL PERSON SHALL FACE ROAD USERS WITH THE SLOW PADDLE FACE AIMED TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. THE TRAFFIC CONTROL PERSON SHALL MOTION WITH THE FREE HAND FOR ROAD USERS TO PROCEED.




C. TO ALERT OR SLOW TRAFFIC

TO ALERT OR SLOW TRAFFIC, THE TRAFFIC CONTROL PERSON SHALL FACE ROAD USERS WITH THE SLOW PADDLE FACE AIMED TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. TO FURTHER ALERT OR SLOW TRAFFIC, THE TRAFFIC CONTROL PERSON HOLDING THE SLOW PADDLE FACE TOWARD ROAD USERS MAY MOTION UP AND DOWN WITH THE FREE HAND, PALM DOWN.



SEE NOTES 1, 2, 5, 7 & 8

REV'D 7-02



CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING &
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DIVISION OF TRAFFIC ENGINEERING

MAINTENANCE
TRAFFIC CONTROL PLAN
PLAN 13

SHEET 2 OF 2 SCALE NONE

EXHIBIT A1

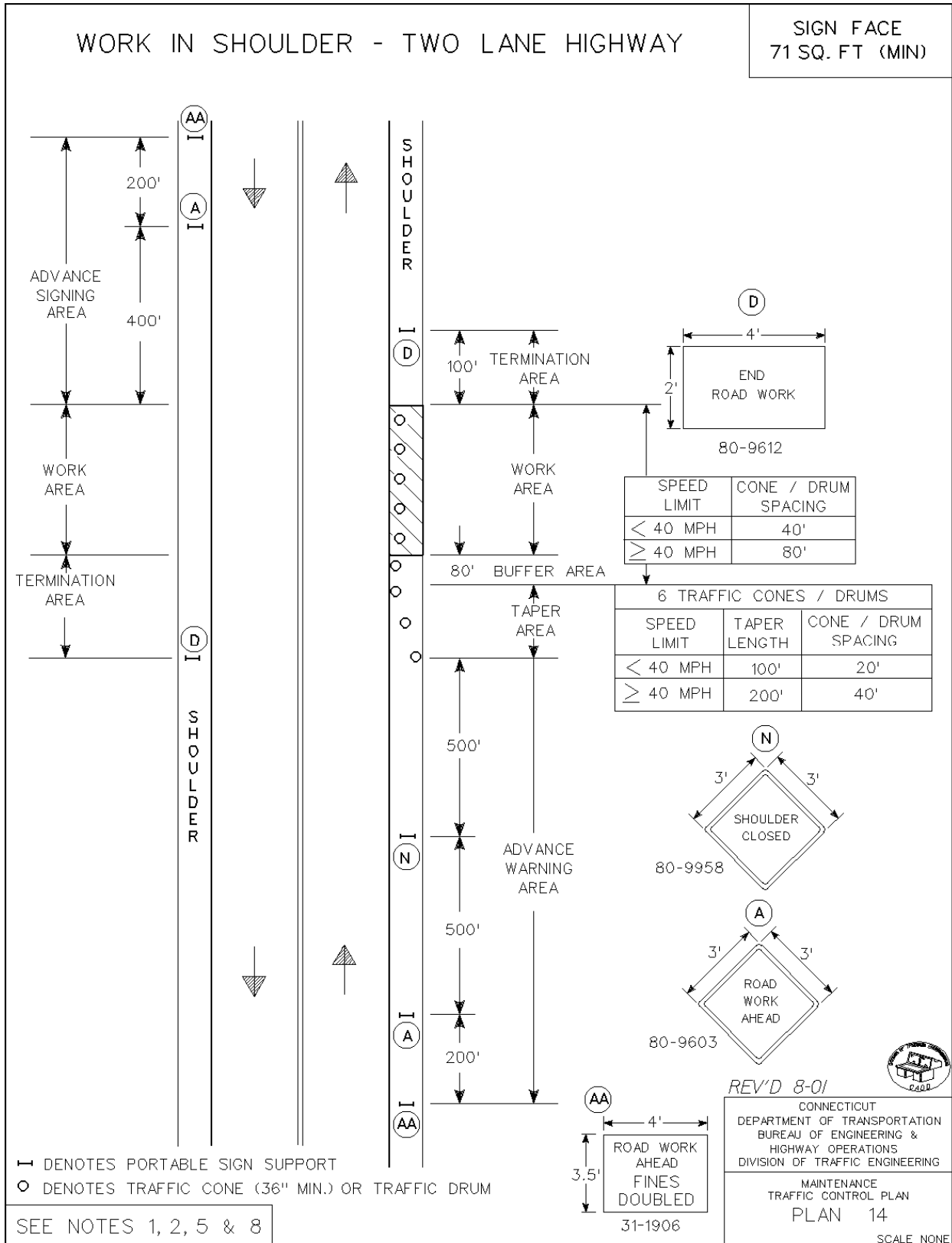


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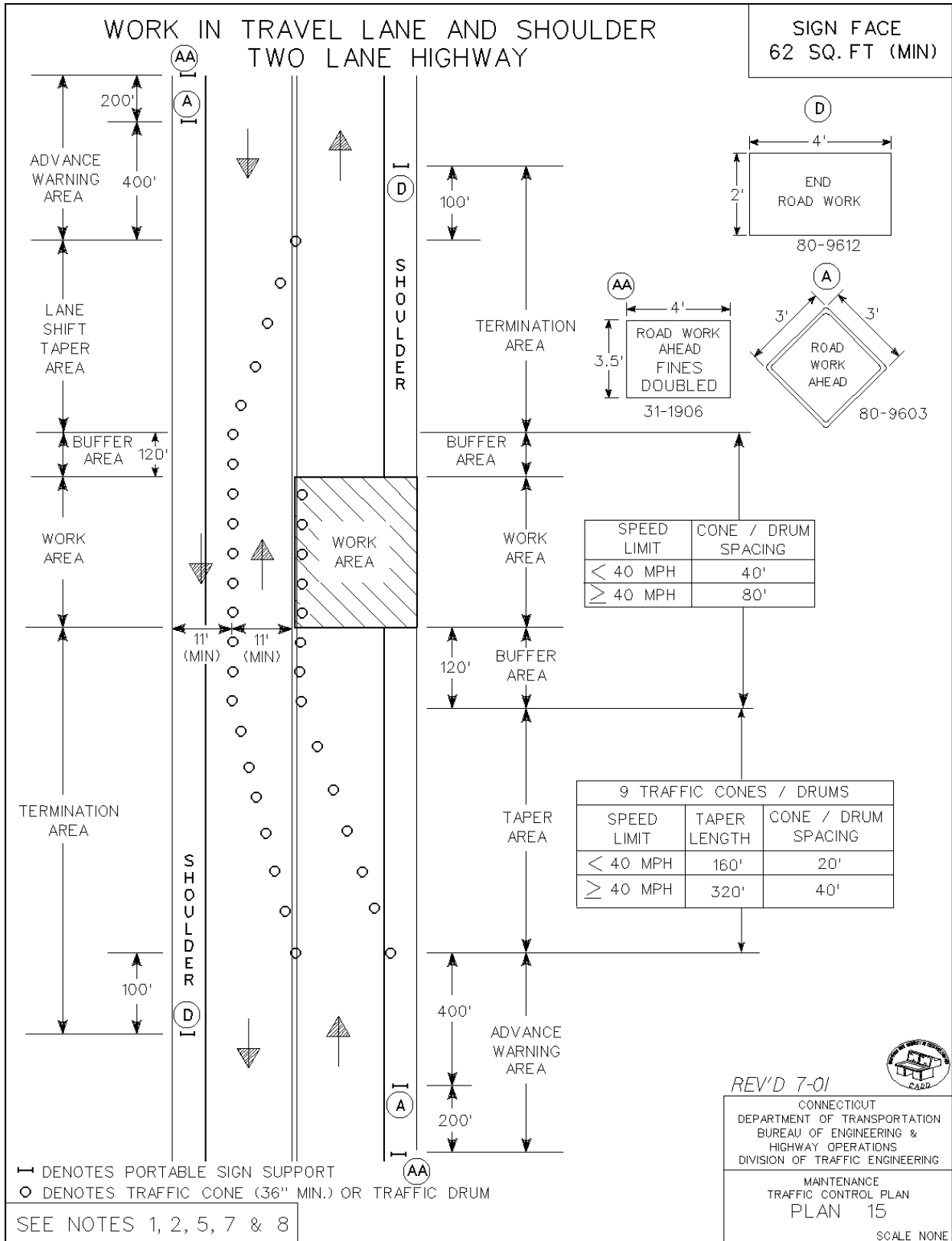


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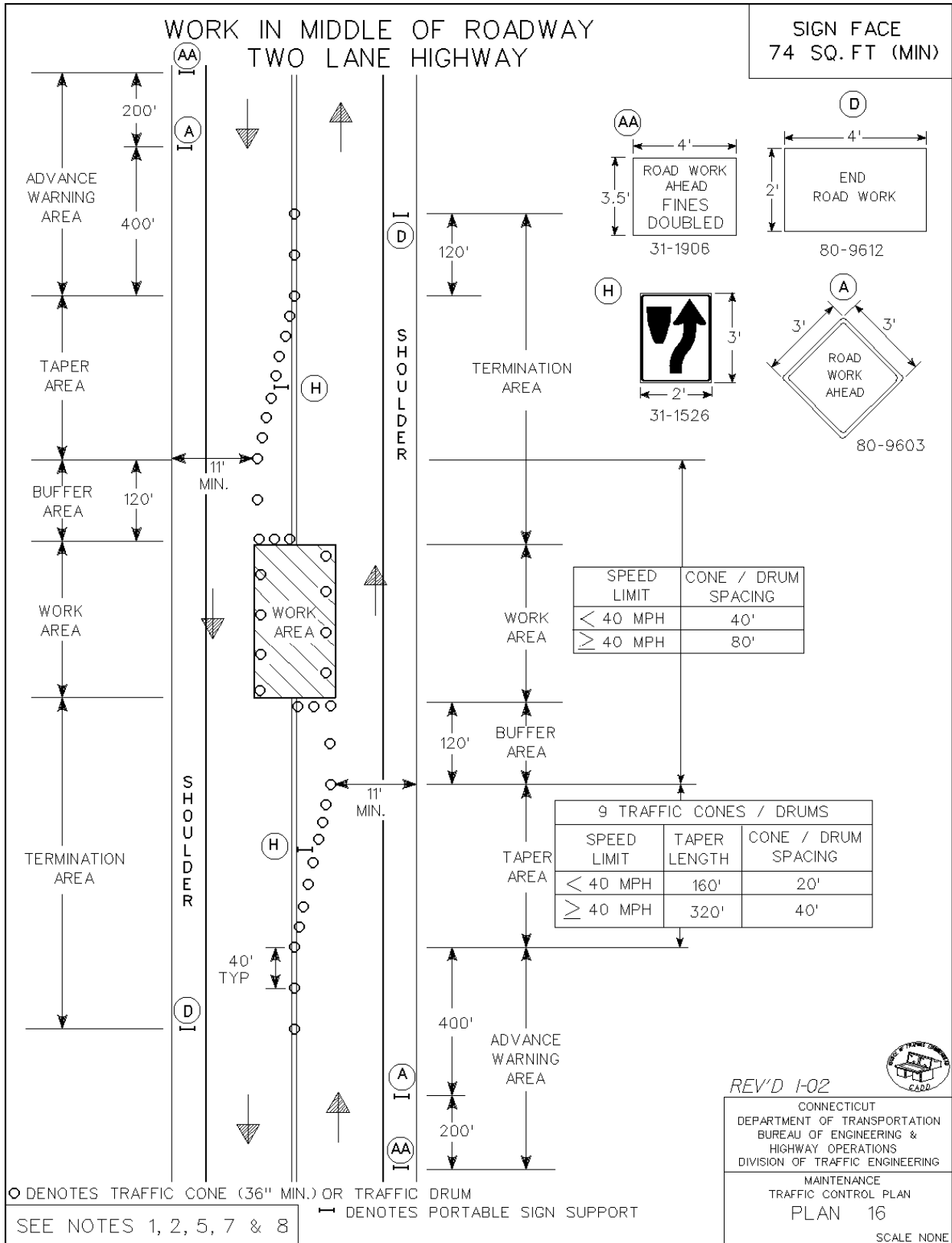


EXHIBIT A1

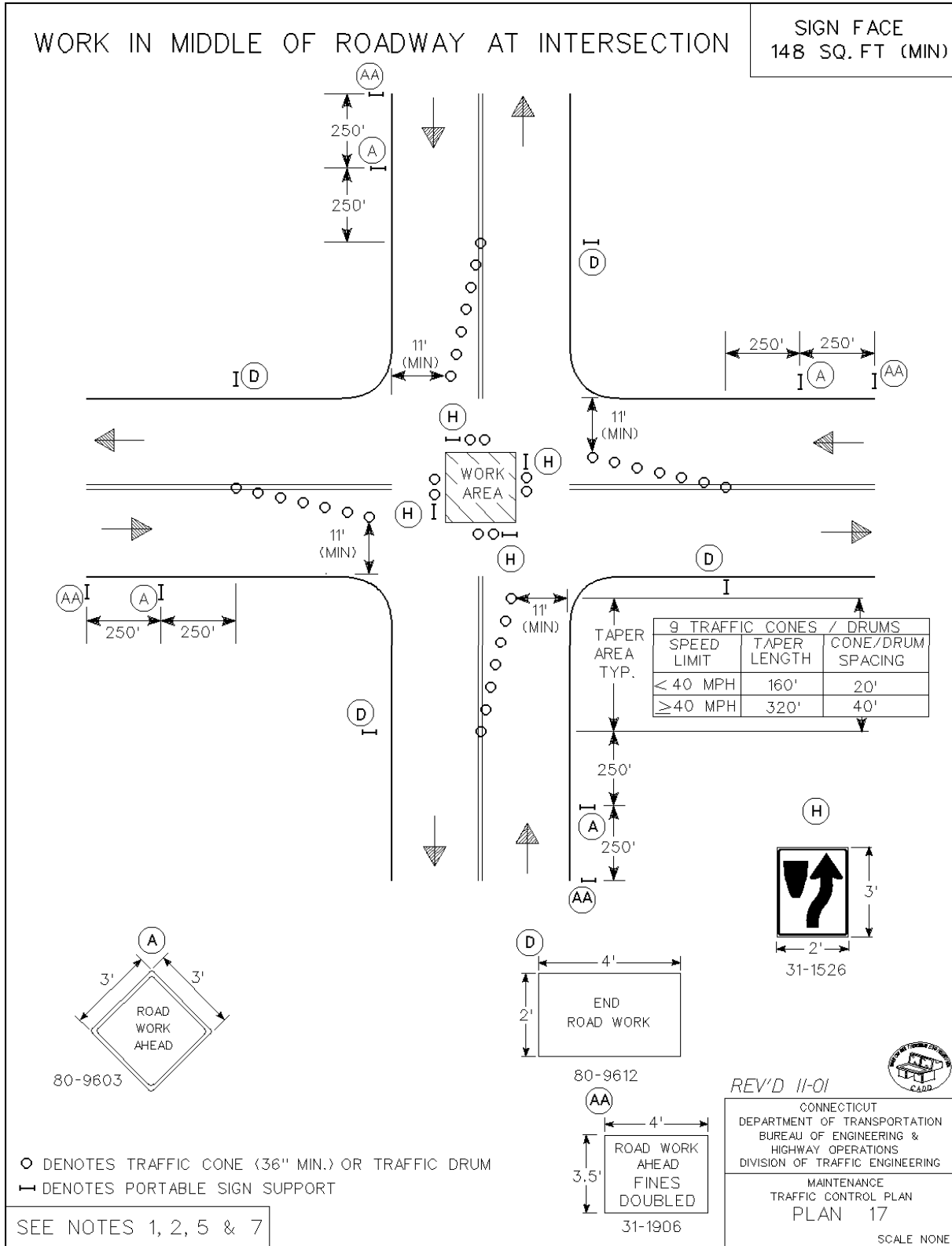
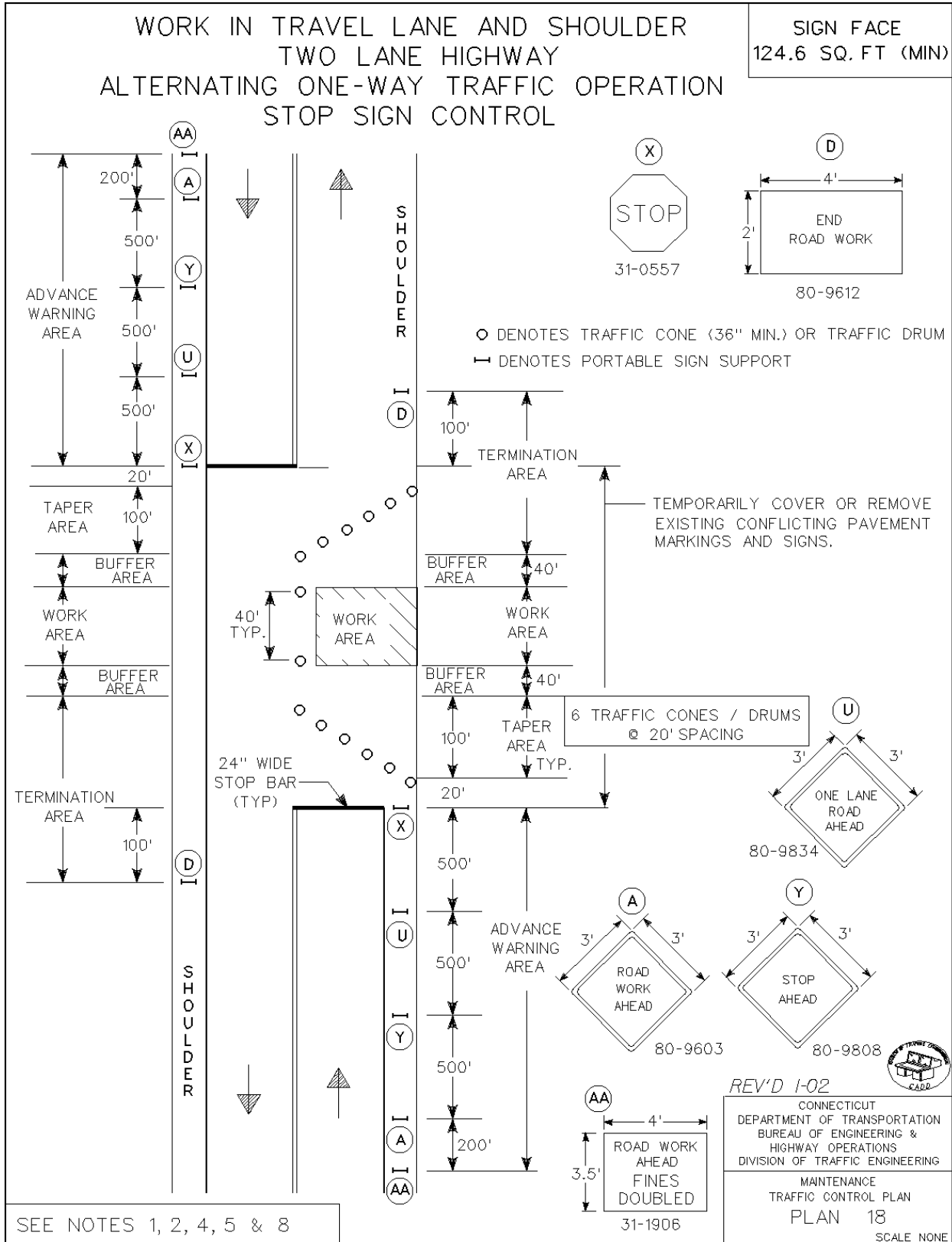


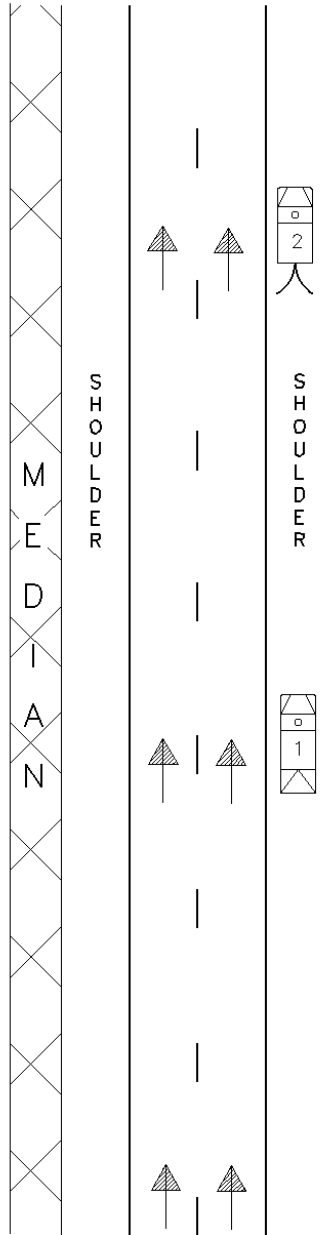
EXHIBIT A1



SEE NOTES 1, 2, 4, 5 & 8

EXHIBIT A1

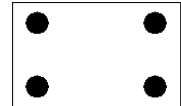
MOVING OPERATION ON RIGHT SHOULDER
MULTILANE HIGHWAY & SECONDARY ROADWAYS



WORK VEHICLE(S)
1000'

* PROTECTION VEHICLE
W/ TRUCK MOUNTED
ATTENUATOR

SIGN MOUNTED ON TRUCK 1



DEPARTMENT APPROVED
ARROW BOARD
(FLASHING YELLOW MODE)

* TRUCK MOUNTED ATTENUATOR IS
OPTIONAL ON SECONDARY ROADWAYS

REV'D 3-02

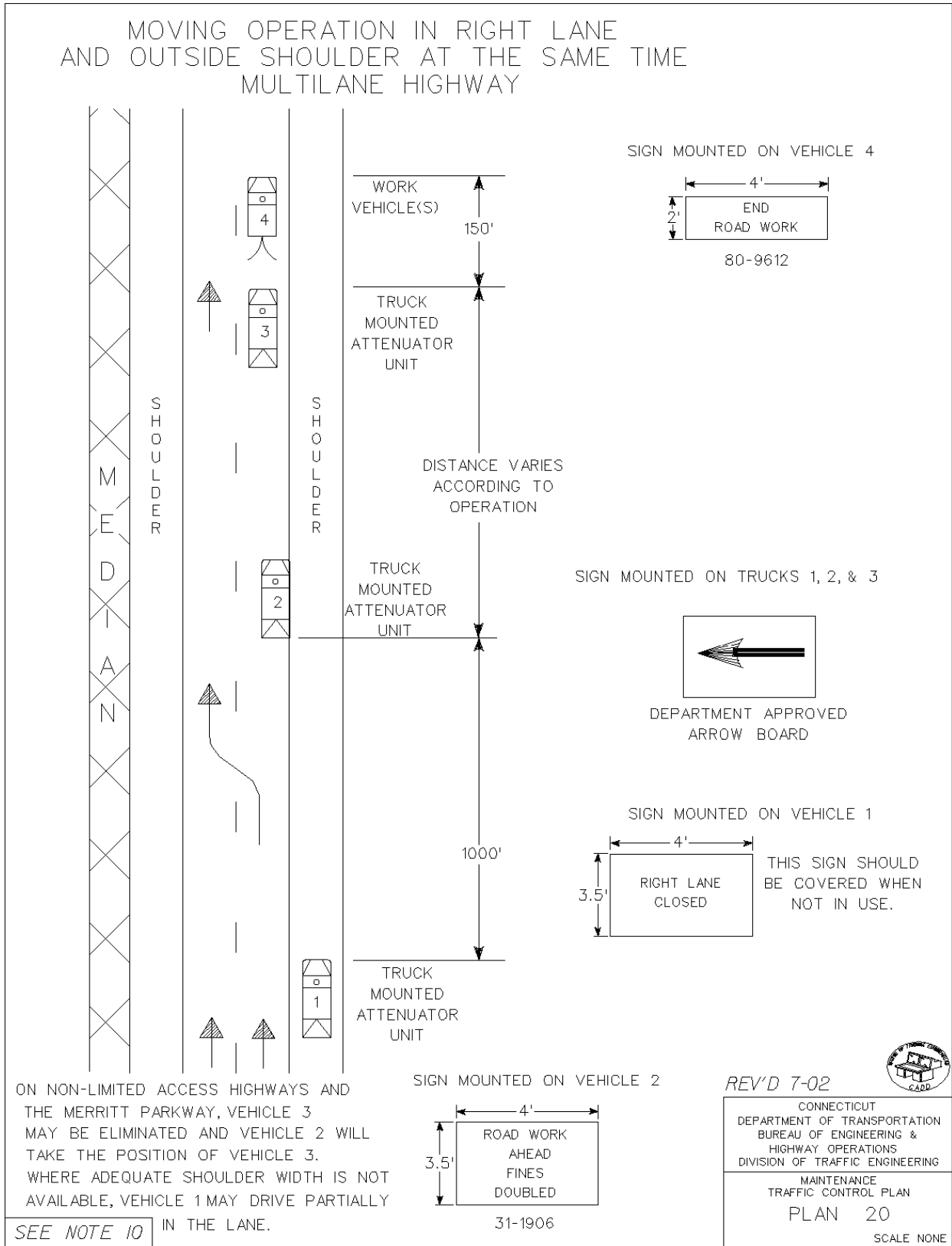


CONNECTICUT
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DIVISION OF TRAFFIC ENGINEERING
MAINTENANCE
TRAFFIC CONTROL PLAN
PLAN 19
SCALE NDNE

APPROVED John D. Micali DATE 3/27/02
PRINCIPAL ENGINEER

EXHIBIT A1

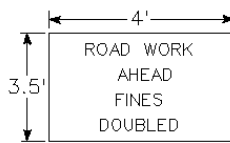
MOVING OPERATION IN RIGHT LANE
AND OUTSIDE SHOULDER AT THE SAME TIME
MULTILANE HIGHWAY



ON NON-LIMITED ACCESS HIGHWAYS AND THE MERRITT PARKWAY, VEHICLE 3 MAY BE ELIMINATED AND VEHICLE 2 WILL TAKE THE POSITION OF VEHICLE 3. WHERE ADEQUATE SHOULDER WIDTH IS NOT AVAILABLE, VEHICLE 1 MAY DRIVE PARTIALLY

SEE NOTE 10 IN THE LANE.

SIGN MOUNTED ON VEHICLE 2



31-1906

REV'D 7-02

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DIVISION OF TRAFFIC ENGINEERING

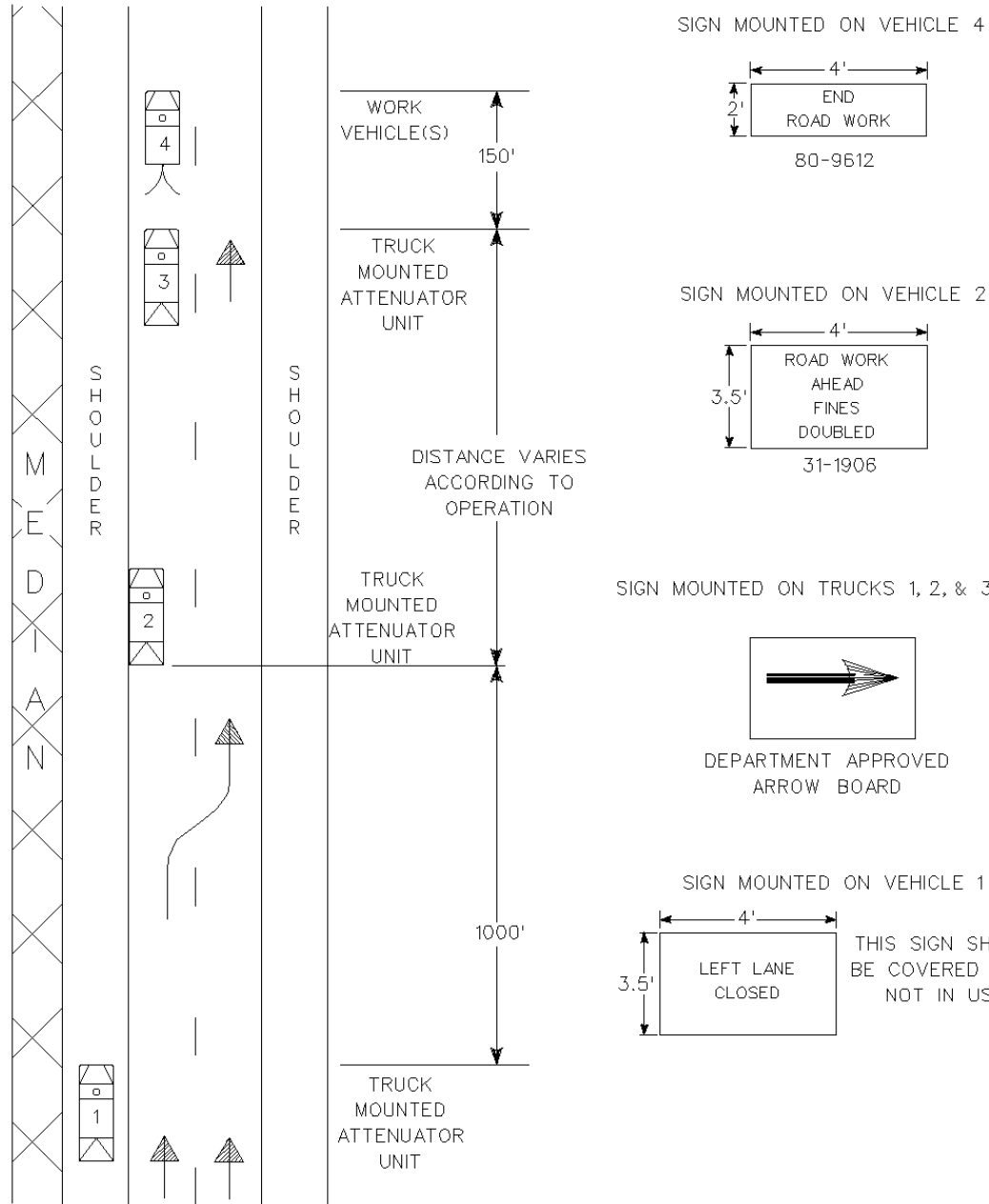
MAINTENANCE
TRAFFIC CONTROL PLAN

PLAN 20

SCALE NONE

EXHIBIT A1

MOVING OPERATION IN LEFT LANE
AND INSIDE SHOULDER AT THE SAME TIME
MULTILANE HIGHWAY



ON NON-LIMITED ACCESS HIGHWAYS AND THE MERRITT PARKWAY, VEHICLE 3 MAY BE ELIMINATED AND VEHICLE 2 WILL TAKE THE POSITION OF VEHICLE 3. WHERE ADEQUATE SHOULDER WIDTH IS NOT AVAILABLE, VEHICLE 1 MAY DRIVE PARTIALLY IN THE LANE.

SEE NOTE 10

REV'D 7-02



CONNECTICUT
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BUREAU OF ENGINEERING &
HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

MAINTENANCE
TRAFFIC CONTROL PLAN

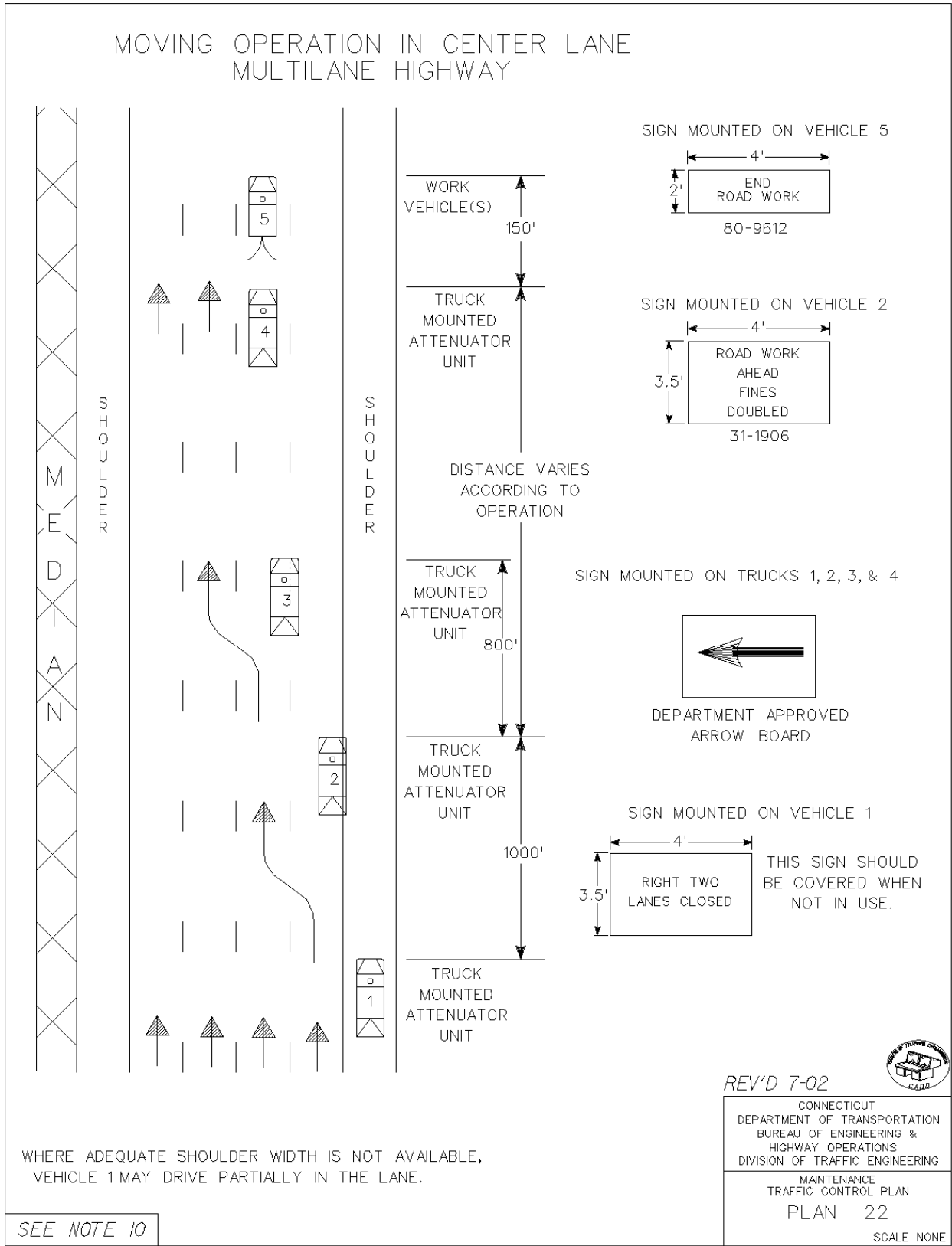
PLAN 21

SCALE NONE

APPROVED John D. McCall DATE 7/17/02
PRINCIPAL ENGINEER

EXHIBIT A1

MOVING OPERATION IN CENTER LANE
MULTILANE HIGHWAY



WHERE ADEQUATE SHOULDER WIDTH IS NOT AVAILABLE,
VEHICLE 1 MAY DRIVE PARTIALLY IN THE LANE.

SEE NOTE 10

REV'D 7-02

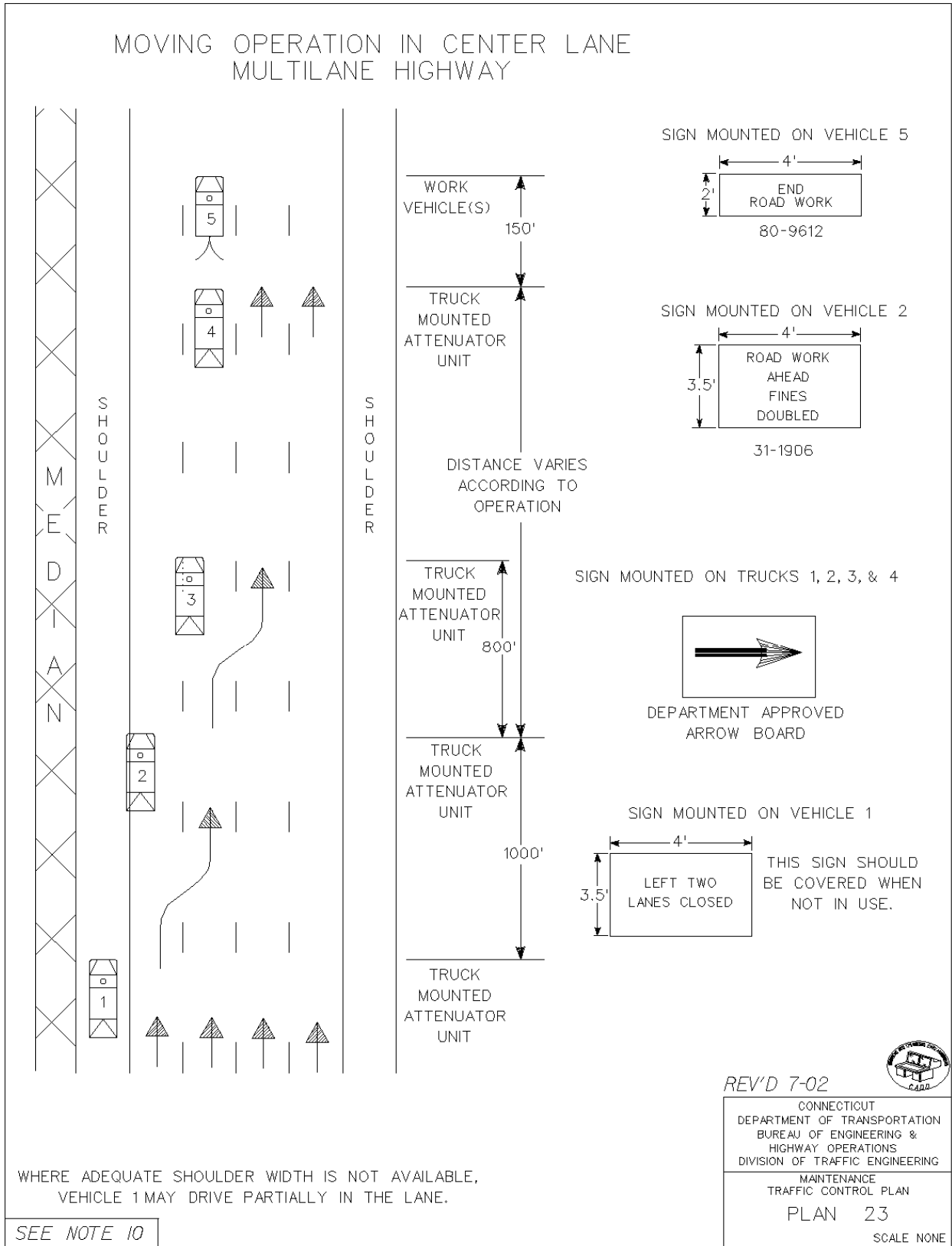
CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING &
HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

MAINTENANCE
TRAFFIC CONTROL PLAN
PLAN 22

SCALE NONE

APPROVED John D. McCall DATE 7/17/02
PRINCIPAL ENGINEER

EXHIBIT A1



WHERE ADEQUATE SHOULDER WIDTH IS NOT AVAILABLE,
VEHICLE 1 MAY DRIVE PARTIALLY IN THE LANE.

SEE NOTE 10

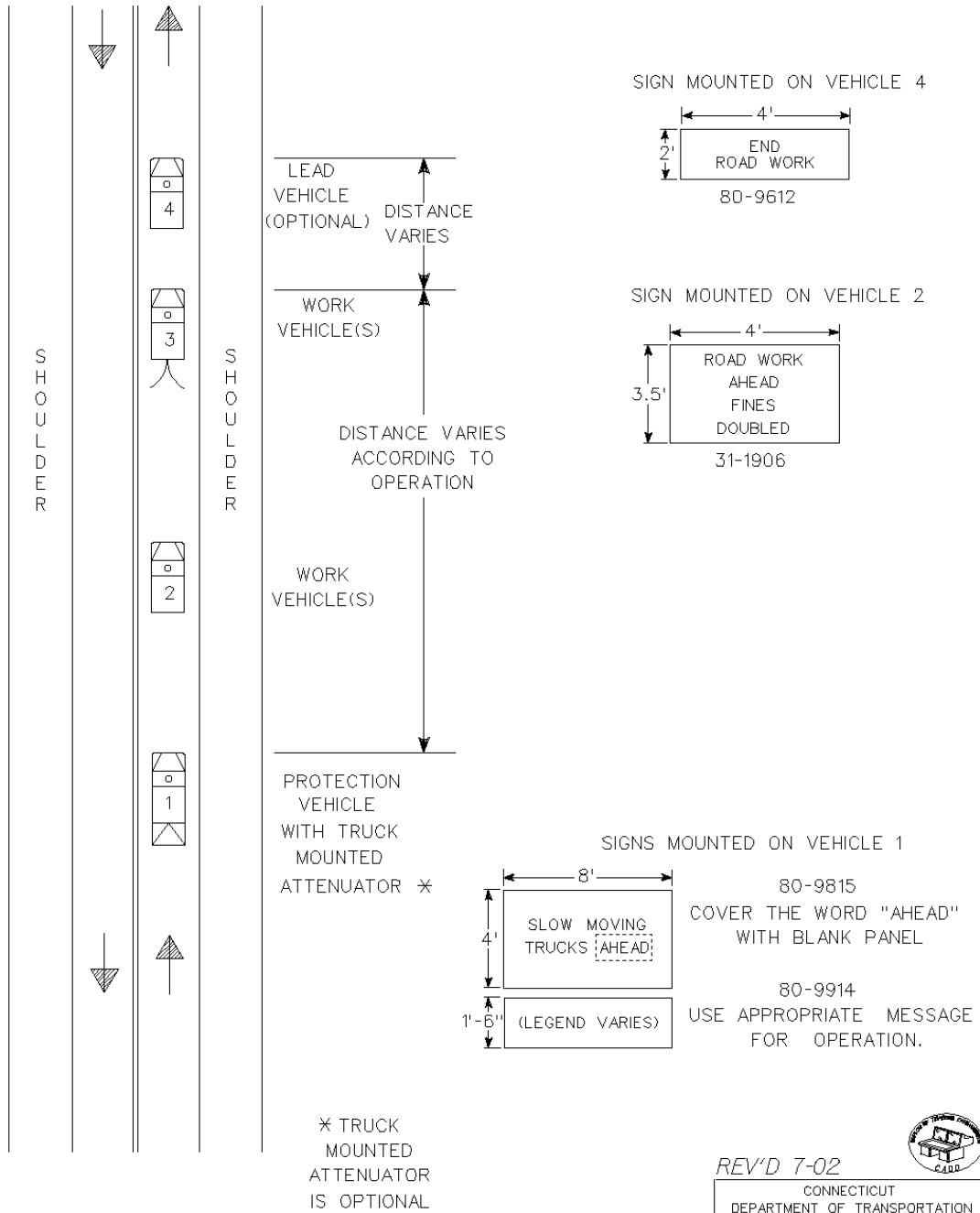
REV'D 7-02

CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING &
HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

MAINTENANCE
TRAFFIC CONTROL PLAN
PLAN 23
SCALE NONE

EXHIBIT A1

MOVING OPERATION
TWO LANE HIGHWAY



SEE NOTE 10

REV'D 7-02

CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING &
HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

MAINTENANCE
TRAFFIC CONTROL PLAN

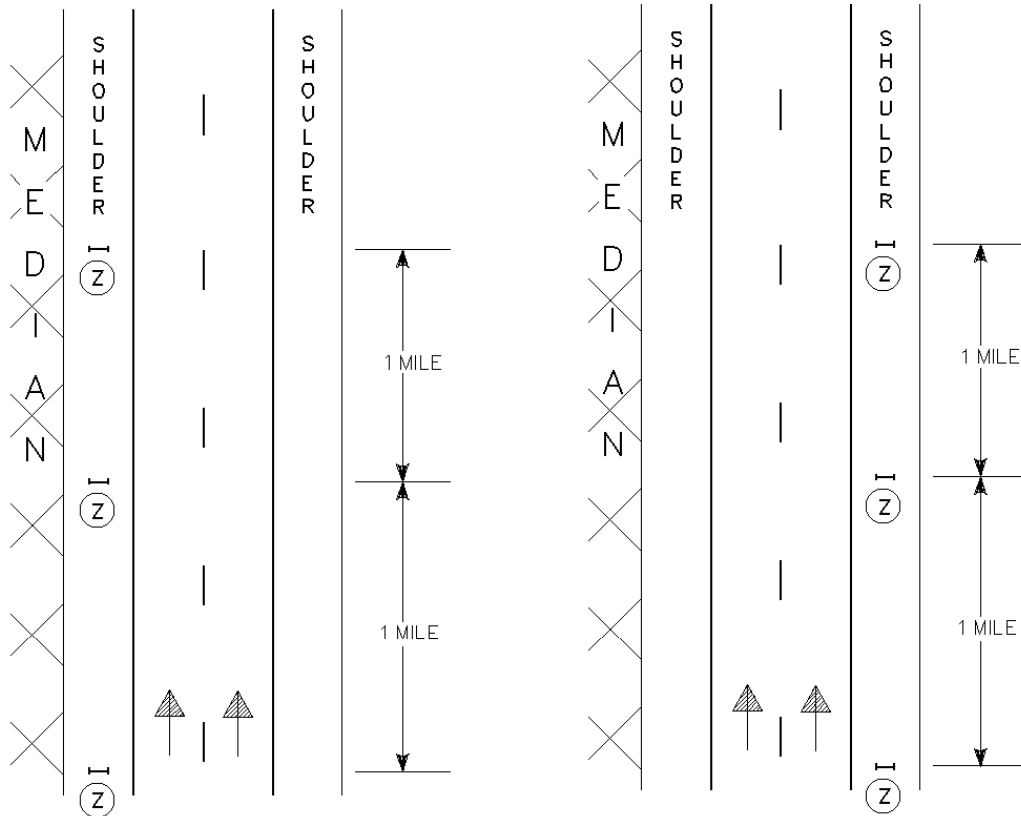
PLAN 24

SCALE NONE

EXHIBIT A1

MOWING OPERATION - MULTILANE HIGHWAY

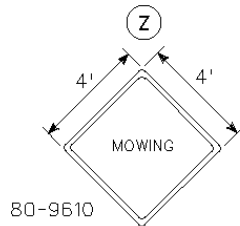
FOR EQUIPMENT ON THE ROADWAY, ROADSIDE
OR ON THE MEDIAN COMPLETELY OFF THE ROADWAY



MOWING IN MEDIAN

MOWING RIGHT OF TRAVELWAY

INSTALL "MOWING" SIGNS ON OPPOSITE TRAVELWAY MEDIAN SHOULDER AS SHOWN ABOVE.



80-9610

ERECT "MOWING" SIGNS AT 1 MILE INTERVAL AND IMMEDIATELY BEYOND THE ENTRANCE RAMP.

WHEN MOWING FROM A TRAVEL LANE, USE BACK UP VEHICLES 1, 2 & 3 AS SHOWN ON PLANS 20 & 21 TO PROTECT MOWING OPERATIONS. WHEN MOWING EQUIPMENT MUST USE THE TRAVELWAY TO GET AROUND AN OBSTACLE, USE BACKUP VEHICLES 2 & 3 ONLY. THE BACKUP VEHICLES MUST REMAIN OFF THE ROADWAY UNTIL MOWING EQUIPMENT IS READY TO GET OUT ONTO THE TRAVELWAY. THE DISTANCE BETWEEN VEHICLE 3 AND THE MOWING EQUIPMENT IS TO BE 200 FEET.

REV'D 7-01



CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING &
HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

MAINTENANCE
TRAFFIC CONTROL PLAN

PLAN 25

SCALE NONE

J.D. Micalì
PRINCIPAL ENGINEER

DATE 7-20-01

EXHIBIT A1

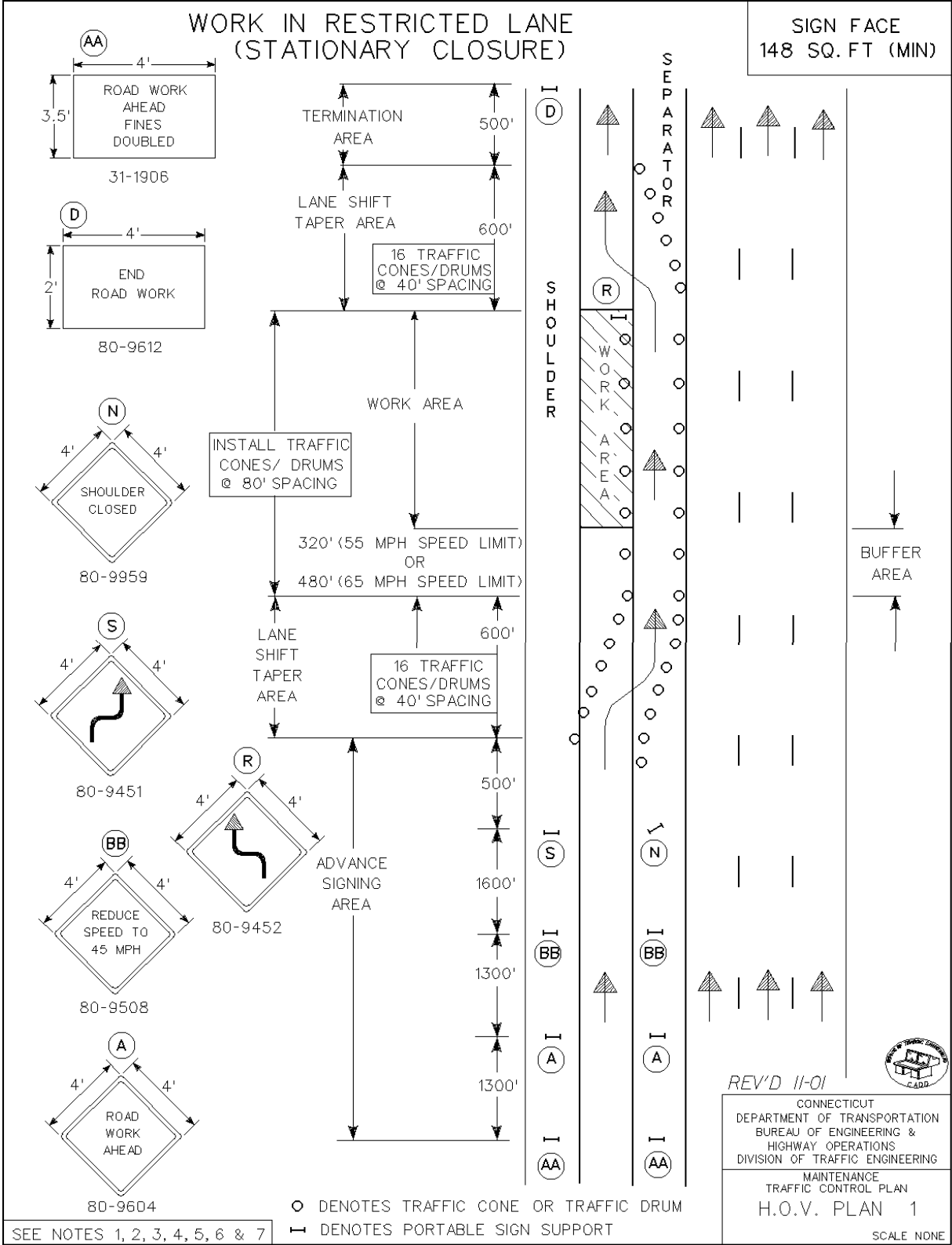


EXHIBIT A1

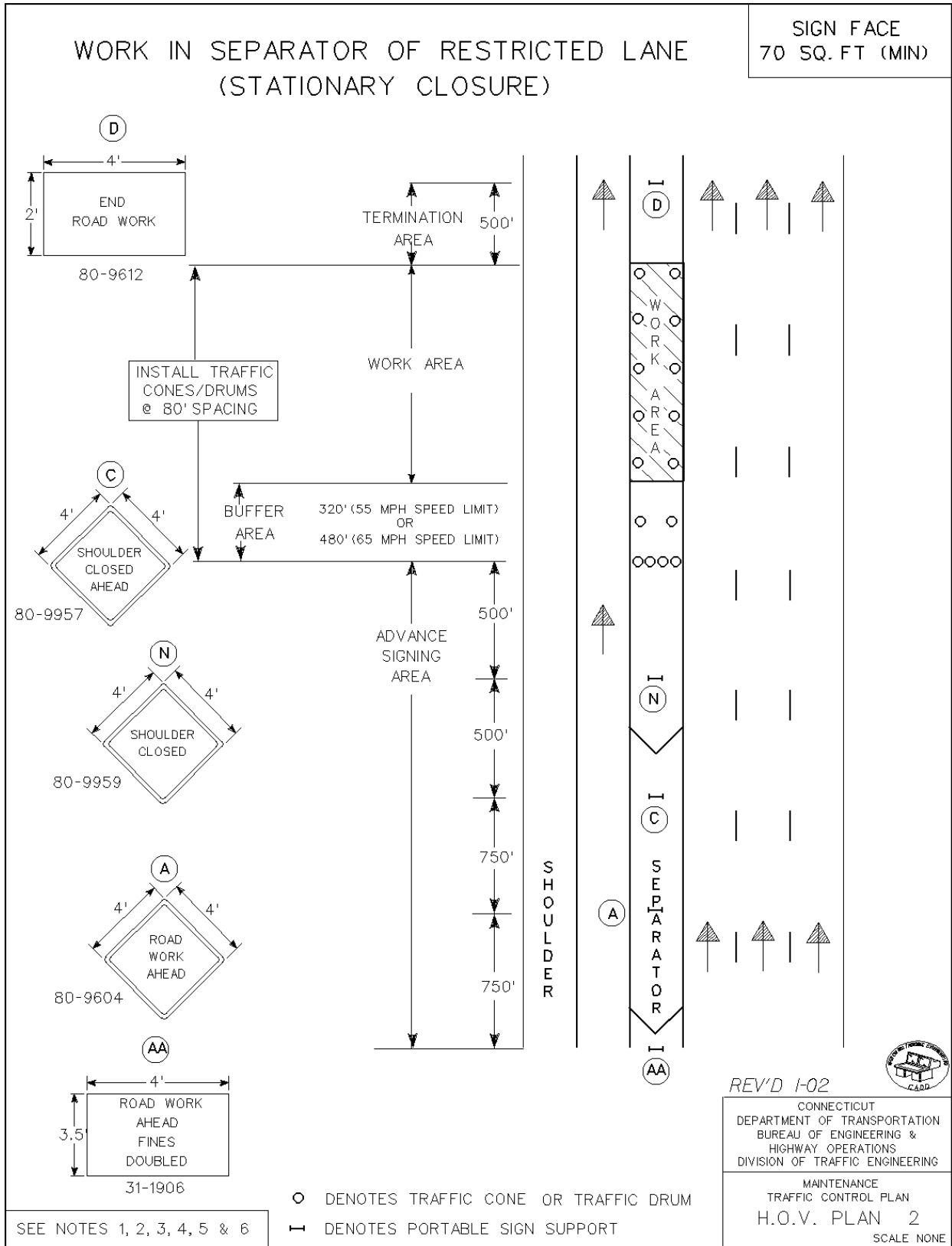


EXHIBIT A1

WORK IN LEFT SHOULDER OF RESTRICTED LANE
(STATIONARY CLOSURE)

SIGN FACE
70 SQ. FT (MIN)

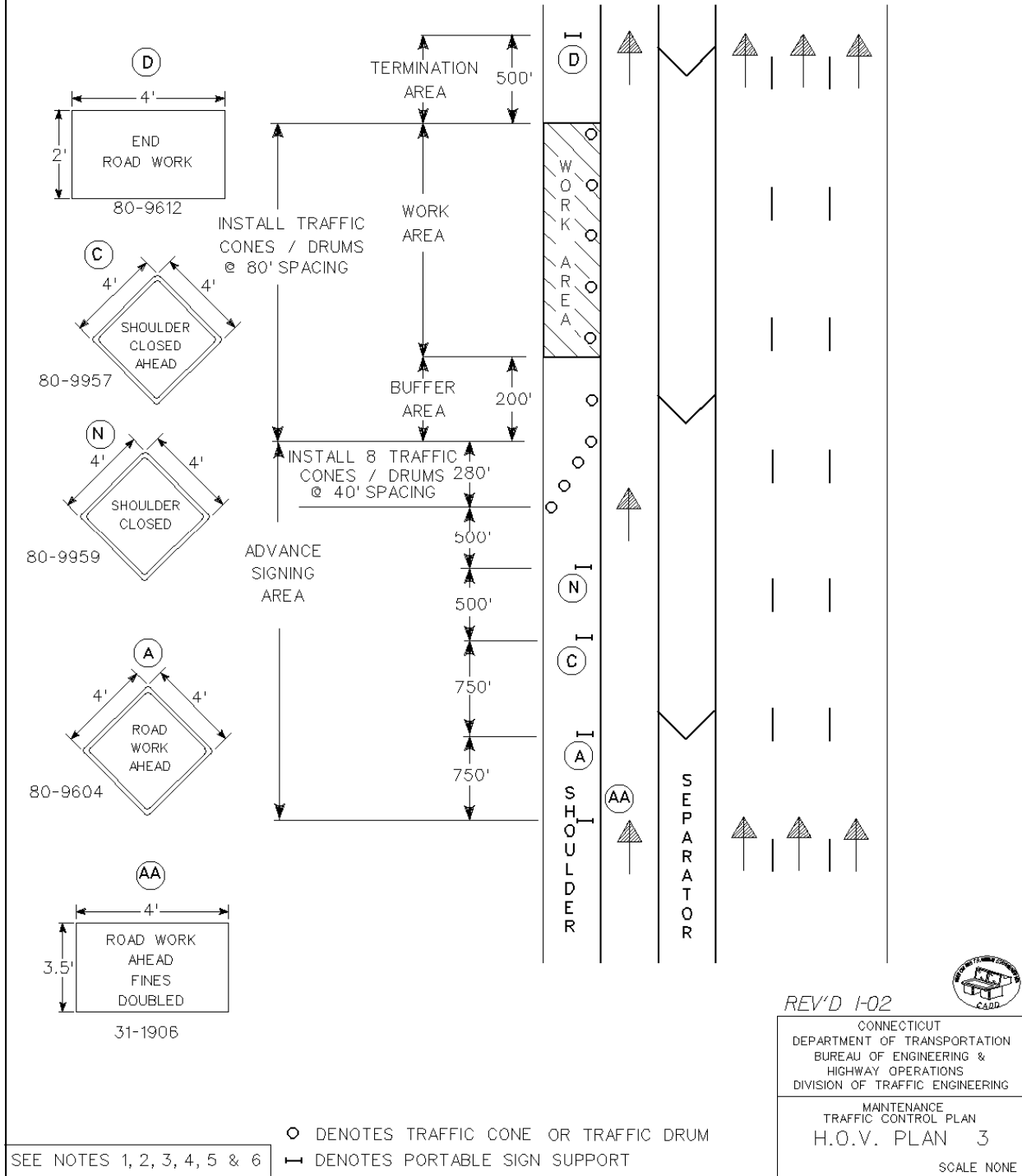
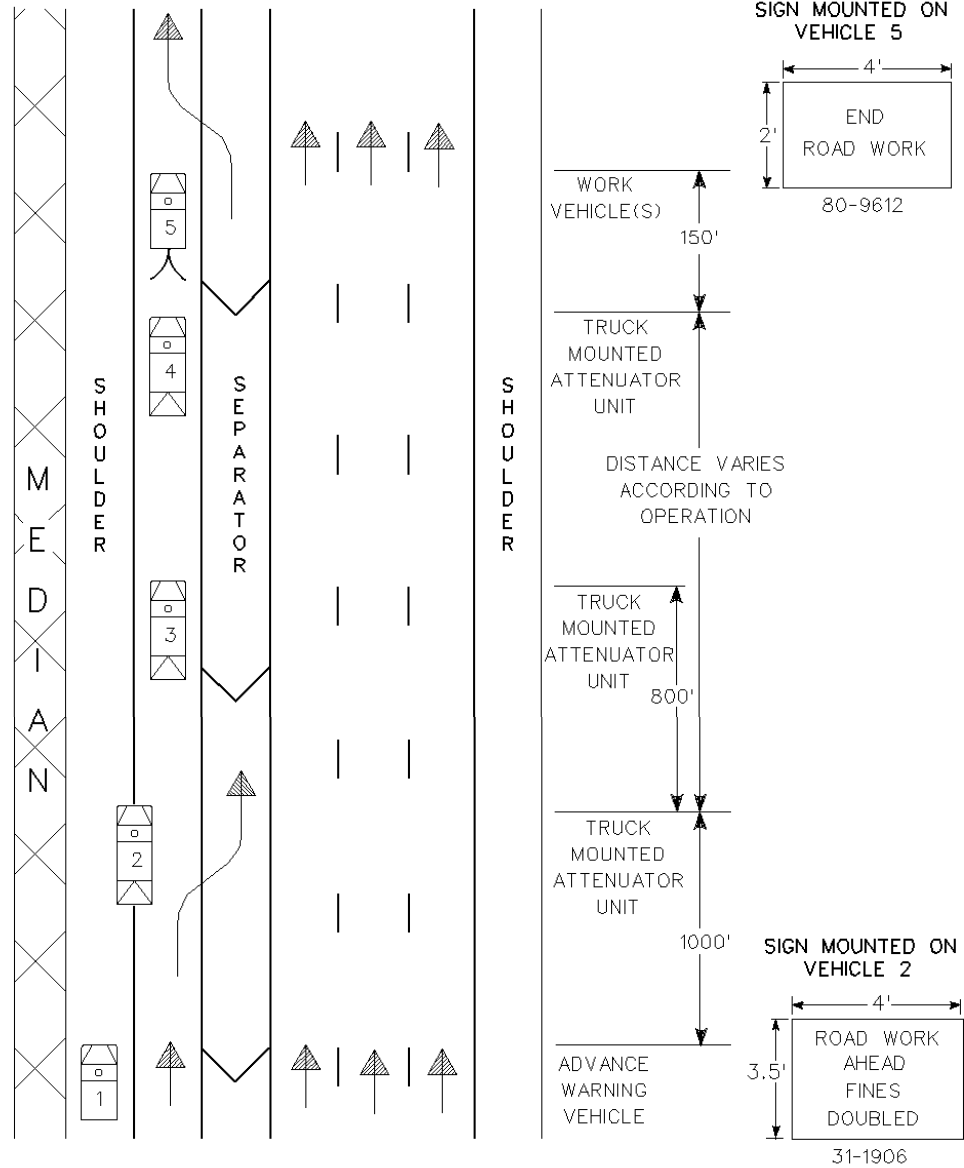


EXHIBIT A1

MOVING OPERATION IN RESTRICTED LANE



SIGNS MOUNTED ON VEHICLE 1

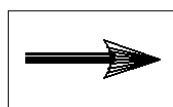
80-9815
THIS SIGN SHOULD BE COVERED WHEN NOT IN USE.

80-9914
USE APPROPRIATE MESSAGE FOR OPERATION.

8'
4'
1'-6"

SLOW MOVING TRUCKS AHEAD
(LEGEND VARIES)

SIGN MOUNTED ON TRUCKS 2, 3, & 4



DEPARTMENT APPROVED ARROW BOARD

SIGN MOUNTED ON VEHICLE 2

4'
3.5'

ROAD WORK AHEAD
FINES DOUBLED

31-1906

SIGN MOUNTED ON VEHICLE 5

4'
2'

END ROAD WORK

80-9812

REV'D 11-01

CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING &
HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

MAINTENANCE
TRAFFIC CONTROL PLAN
H.O.V. PLAN 4

SCALE NONE

APPROVED John F. Carey DATE 11/15/01
PRINCIPAL ENGINEER

STATE OF CONNECTICUT
PROCUREMENT DIVISION
EXHIBIT B

AWARD NO.: 10PSX0223

Contract Specialist
Paul Greco

(860) 713-5189
Telephone Number

EXHIBIT B PRICE SCHEDULE

TERMS: 45 days

Atlantic Testing Laboratories Limited

Page 1 OF 1

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES DISTRICTS 1 AND 2	UNIT	UNIT PRICE		
1.01	SOIL BORING - TYPE A (0-75 FEET)	L.F.	\$44.00		
1.02	SOIL BORING - TYPE A (OVER 75 FEET)	L.F.	\$47.50		
1.03	SOIL BORING - TYPE B	L.F.	\$33.00		
2.01	AUGER BORING, 4 INCH TO 8 INCH DIAMETER	L.F.	\$55.00		
3.01	SPLIT TUBE SAMPLE	EACH	\$15.40		
4.01	STATIONARY PISTON SAMPLES	EACH	\$275.00		
5.01	ROCK CORING - NX	L.F.	\$99.00		
6.01	PAVEMENT CORE - 4 INCH DIAMETER	EACH	\$220.00		
6.02	PAVEMENT CORE - 8 INCH DIAMETER	EACH	\$330.00		
7.01	TEST PITS	EACH	\$550.00		
8.01	BAR SOUNDINGS	L.F.	\$22.00		
9.01	DRILL ROD PROBE	L.F.	\$55.00		
10.01	OBSERVATION WELLS	L.F.	\$15.00		
11.01	PIEZOMETERS	L.F.	\$15.00		
12.01	INCLINOMETERS	L.F.	\$15.00		
13.01	TRAFFICPERSON - UNIFORMED	HOURLY	\$125.00		
13.02	TRAFFICPERSON - MUNICIPAL POLICE OFFICER	HOURLY	\$125.00		
14.01	MOBILIZATION AND DISMANTLING - LAND	EA. RIG	\$3,000.00		
15.01	MOBILIZATION AND DISMANTLING - WATER	EA. RIG	\$12,000.00		
16.01	MOBILIZATION AND DISMANTLING - PORTABLE BORING EQUIPMENT	EA. RIG	\$3,000.00		
17.01	MOBILIZATION AND DISMANTLING - SKID RIG ON LAND	EA. RIG	\$3,000.00		
18.01	AUTOMATIC HAMMER FOR STANDARD PENETRATION TEST	EACH	\$100.00		
19.01	STANDBY TIME	HOURLY	\$165.00		
20.01	TRUCK MOUNTED IMPACT ATTENUATOR VEHICLES (TMAs)	DAY	\$800.00		
21.01	LIGHT PLANT	DAY	\$225.00		

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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES DISTRICTS 3 AND 4	UNIT	UNIT PRICE		
1.01	SOIL BORING - TYPE A (0-75 FEET)	L.F.	\$44.00		
1.02	SOIL BORING - TYPE A (OVER 75 FEET)	L.F.	\$47.50		
1.03	SOIL BORING - TYPE B	L.F.	\$33.00		
2.01	AUGER BORING, 4 INCH TO 8 INCH DIAMETER	L.F.	\$55.00		
3.01	SPLIT TUBE SAMPLE	EACH	\$15.40		
4.01	STATIONARY PISTON SAMPLES	EACH	\$275.00		
5.01	ROCK CORING - NX	L.F.	\$99.00		
6.01	PAVEMENT CORE - 4 INCH DIAMETER	EACH	\$220.00		
6.02	PAVEMENT CORE - 8 INCH DIAMETER	EACH	\$330.00		
7.01	TEST PITS	EACH	\$550.00		
8.01	BAR SOUNDINGS	L.F.	\$22.00		
9.01	DRILL ROD PROBE	L.F.	\$55.00		
10.01	OBSERVATION WELLS	L.F.	\$15.00		
11.01	PIEZOMETERS	L.F.	\$15.00		
12.01	INCLINOMETERS	L.F.	\$15.00		
13.01	TRAFFICPERSON - UNIFORMED	HOURLY	\$125.00		
13.02	TRAFFICPERSON - MUNICIPAL POLICE OFFICER	HOURLY	\$125.00		
14.01	MOBILIZATION AND DISMANTLING - LAND	EA. RIG	\$3,000.00		
15.01	MOBILIZATION AND DISMANTLING - WATER	EA. RIG	\$12,000.00		
16.01	MOBILIZATION AND DISMANTLING - PORTABLE BORING EQUIPMENT	EA. RIG	\$3,000.00		
17.01	MOBILIZATION AND DISMANTLING - SKID RIG ON LAND	EA. RIG	\$3,000.00		
18.01	AUTOMATIC HAMMER FOR STANDARD PENETRATION TEST	EACH	\$100.00		
19.01	STANDBY TIME	HOURLY	\$165.00		
20.01	TRUCK MOUNTED IMPACT ATTENUATOR VEHICLES (TMAs)	DAY	\$800.00		
21.01	LIGHT PLANT	DAY	\$225.00		

EXHIBIT C

SEEC FORM 11

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

Civil penalties—\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

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

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

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

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “State Contractor Contribution Ban.”

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political

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subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

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

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

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serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.