

PROJECT SPECIFICATIONS

For

**Plants Dam Rehabilitation/ Reconstruction
(CT Dam ID#4520)**



475 Boston Post Road (Route 1)

East Lyme, Connecticut

Daniel R. Cunningham, First Selectman

CT DEEP STEAP Funded Project No. DEPA00028201402

CT DEEP Dam Safety Permit No. DS-202503640

March, 2026

By
T o w n o f E a s t L y m e E n g i n e e r i n g
D e p a r t m e n t

108 Pennsylvania Ave.
Niantic, CT 06357
(860) 691-4112

INDEX TO SPECIAL PROVISIONS

Note: This index has been prepared for the convenience of those using this contract with the sole express purpose of providing an overview of documents and locating quickly the information contained herein; and no claims shall arise due to omissions, additions, deletions, etc., as this index shall not be considered part of the contract.

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Prepared by CEI and East Lyme Engineering Department

PART 1 – BID MATERIAL

Plants Dam Rehabilitation/ Reconstruction (CT Dam ID#4520)
INVITATION TO BID
(CT DEEP STEAP Funded Project No. DEPA00028201402)

Sealed bids for the construction of the following project will be received by the Town of East Lyme, Connecticut at the East Lyme Town Hall Engineering Office, 108 Pennsylvania Avenue, until **10:00 a.m., Friday, April 10, 2026**, after which time they will be publicly opened and read aloud.

This bid has a base and three additional options; the base bid consists of clearing and grubbing a laydown/construction work area and installing sheet piling behind an existing concrete dam, known as Plants Dam, located at 475 Boston Post Road (Route 1) in East Lyme, Connecticut.

Option 1 (one) is to also add a low-level flow outlet and repair the downstream concrete slab and dam walls.

Option 2 (two) resurfacing of the existing dam face with concrete and installing an eel passage on the face of the dam.

Option 3 (three) is to final grade and construct a parking lot in the cleared area to be used for passive recreation around the property of the dam once the dam is restored.

The Town of East Lyme hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation, and that they will not be discriminated against on the grounds of race, color, national origin or sex, in consideration for this award. This project is subject to prevailing wage rates in accordance with current schedule of wages established by the State Labor Commissioner as provided in the General Statutes of Connecticut, as revised; and contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes.

Plans, specifications and proposals for the above project may be reviewed under the Finance Department menu at eltownhall.com or at the East Lyme Town Hall Engineering Office. Copies may be obtained for a non-refundable fee of fifty dollars (\$50.00) per set.

Questions will be received regarding the bid until Friday April 3, 2026 in the case that addendum must be prepared and published. Addendums posted on this project & inclusion of the addendums with the bid package may be required. Addendums and notice of requirements will be posted on the Town's website.

To be on a bidders list email aklose@eltownhall.com. To ensure inclusion on the bidders list for communications related to the bid, request a response email.

A Pre-Bid Site Meeting will occur on Tuesday March 31, 2026 at 10 am the intersection of Plants Dam Road and Route 1 (Boston Post Road). The Town reserves the right to disqualify any bid from a Contractor not represented at the Pre-Bid Site Meeting.

The Town of East Lyme reserves the right to reject any and all bids.

TOWN OF EAST LYME IS AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER

All qualified applicants will receive consideration and not be discriminated against on the grounds of race, color, religion, sex, national origin, age, or disability.

MBE/WBE & SBE's are encouraged to bid.

BID INSTRUCTIONS AND GENERAL CONDITIONS

1. "Town" refers to the Town of East Lyme. "Town Engineer" refers to the Town Engineer or his/her representative. "Contractor" refers to successful bidder (company contracted by Town to perform work under this contract).
2. Each bidder's proposal shall include, completed in full, Bid Proposal Submission Checklist (including all required documents on list), and any other specifications pages requiring vendor response shall be enclosed in an envelope which shall be sealed and clearly labeled with the words "**Plants Dam Rehabilitation/ Reconstruction (CT Dam ID#4520), the Bidder's Name, and the Date and Time of the Bid Opening,**" in order to guard against premature opening of the bid.
3. Bids must be made out and signed in the name of the person or business entity which shall perform the work, and if a corporation, it must be fully and properly executed by a person authorized to act on behalf of the corporation.
4. Bids shall be received at the office of the East Lyme Town Engineer at the East Lyme Town Hall, Niantic, Connecticut, until **10:00 a.m., Friday, April 10, 2026** and then at said office publicly opened and read aloud. The award shall be made at a later date by the Town after review of qualified bidders.
5. Bids may be withdrawn prior to the time set for opening bids, but bids may not be re-filed after they have been withdrawn. Bids received later than the time and date specified shall not be considered.
6. Bidders shall bid the project, with all specifications and conditions as stated in this Project Specifications and Bid Documentation package to be performed, as a lump sums (for all options). The town reserves the right to award the Contract on the base bid cost or with any combination of additional options. The low bidder, for purposes of award shall be the reasonable and responsible bidder offering the lowest cost proposal (base and options, as applicable) within the funds available for the project.
7. The Town of East Lyme reserves the right to reject any or all bids, and to waive informalities or technical defects.
8. Goods and services provided to the Town of East Lyme are exempt from Federal Excise Taxes and the Sale and Use Tax of the State of Connecticut.
9. The successful bidder will be required to furnish both a Performance Bond and a Labor and Materials Payment Bond each in the full amount of the construction costs. Bonds shall be executed by the successful bidder as principal with a surety satisfactory to the Town.
10. The successful bidder shall secure and maintain such insurance as shall protect him from claims under Workers' Compensation Acts. He/she shall secure and maintain general liability injury, death or property damage, which may arise from the performance of his service under this contract. He/she shall designate the Town and the State of Connecticut as additional named insureds in his/her general liability policy, and shall furnish the Town with proof of coverage which he/her, as part of this contract, must carry. The Contractor and Subcontractors and other interests shall be so named. This policy shall insure against all risks of physical damage except as modified by the Contract Documents and subject to the normal all risk exclusions. The provisions of this paragraph shall apply to and be incorporated into any

subcontracts regarding this project between the successful bidder and his/her subcontractors. Proof of minimum coverage (certificate) shall be submitted with the bid, see **INSURANCE REQUIREMENTS** section of this bid package for more information.

11. The Town shall not award this contract unless the Contractor furnishes satisfactory evidence of his/her ability and experience to perform this work and to complete it within the time specified in the contract. As part of this proposal, the Contractor and Subcontractors shall complete the attached Project References, which shall describe similar and successfully completed jobs. Relevance to the proposed job shall be determined by the Town. The name, address and telephone number of a contact person involved with each of these projects must be included so that they can be contacted prior to executing a contract.
12. The successful bidder must be prepared to execute the contract within ten (10) calendar days after receipt of notice of the award of the contract.
13. After the award notice the Contractor shall provide the East Lyme Engineering Department a construction project schedule showing proposed dates of commencement and completion of each of the various components of work required under this Contract, and a Quality Control Plan with contact information for key members of the Contractor's team.
14. The successful bidder must be prepared to commence work on **May 1, 2026**. The approximate project schedule for 2026 is as follows:

i.	March 31st	10 am Pre-Bid Site Walk
ii.	April 3rd	Questions due by 5pm
iii.	April 10th	10 am Bid Opening
iv.	April 16th	Contract Signing & Notice to Proceed
v.	May 1st	Construction Start
vi.	May 1st – 15th	Clearing and Grubbing of Site, Erosion Control Established
vii.	September 30th	Project Substantially Complete
viii.	November 1st	End of Period of Performance & Contract Close-Out
15. If the contractor is delayed in the completion of the work by changes ordered in the work, or by weather conditions, strikes, lockouts, fire, unusual delay by common carriers or other causes beyond the contractor's control, he shall make a written request for an extension of time within which the contract may be completed. Such request shall be submitted to the Town not less than twenty (20) days before the date on which the work described in the contract is to be completed. Any such extension shall be in writing, and signed by the Town's representative.
16. The Town shall retain an amount equal to five percent (5%) of the final contract price for one year from time of contract completion. This retainage shall serve as a one-year guarantee on all work associated with this contract and shall be used at the Town's discretion to correct any construction deficiencies which may arise for one year following completion of this contract.
17. If requested by the Contractor, a percentage of the Contract may be paid monthly at the discretion of the Town Engineer to an equivalent percentage of work performed. Upon completion of the project, the contractor shall submit a statement (minus any applicable retainage) for payment which shall be paid within fifteen (15) days after approval by the First Selectman or his/her agent and following receipt of all lien waivers (as applicable). Acceptance of such payment by the contractor shall constitute a release of all claims against the Town arising under or by virtue of this contract except such claims, if any, as may be specifically exempted from the operations of the release by the contractor in his statement for payment.

18. Prior to final payment, the contractor shall provide the Town with lien waivers verifying payment to all subcontractors for amounts due, whether for labor performed or materials furnished, when either is associated with this contract.
19. The General Contractor shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within 30 days after such labor performed or for materials furnished.
20. The Town Engineering Department, or their representatives shall perform all construction inspections. The contractor is to notify the Town Engineer of any discrepancies as they arise and proceed as agreed upon.
21. The Town Engineering Department must be given 72 hours notice to complete inspections. Notice applies to consecutive Town recognized workdays. Inspectors are not available outside of Town Hall hours, on weekends or Town approved holidays unless agreed upon in advance. Activities requiring Town inspections (i.e. steel driving, concrete pours, backfilling, paving etc.) must be accomplished when inspectors are available. It is the contractor's responsibility to verify holidays and no-inspection coverage ahead of time.
22. The contractor agrees that the Town may make changes to the plans for the work that may be deemed necessary during the progress of work. The Town may also change the amount of work to be performed under this contract without invalidating this contract. If any such changes are made, they shall be made by written change order signed by the Town's representative.
23. The contractor is responsible for horizontal and vertical control & layout as required.
24. Unless otherwise indicated in this Bid Document, "Description," "Materials," & "Construction Methods," for all items shall conform to Form 819 or latest revision "State of Connecticut Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction".
25. The Contractor is responsible for locating all underground utilities by notifying "Call Before You Dig" in compliance with Public Act 77-350 and 81-146.
26. The Contractor is responsible for maintenance and protection of traffic. Should a dangerous or potentially unsafe condition arise affecting pedestrian or vehicular traffic, the Contractor shall immediately stop the project, make every reasonable effort to correct the situation, and notify the Town Engineer or the police if warranted.
27. Should the possibility of irreparable damage to the dam and/or a breach occur, the Contractor shall immediately stop the project, make every reasonable effort to correct the situation, and notify the Town Engineer or the police if warranted.
28. The Contractor shall assume all liability for claims resulting from damage or injury associated with this project including the maintenance and protection of traffic.
29. The successful bidder shall indemnify and hold harmless the Town against any liability arising out of negligent acts, errors, or omissions of the bidder, his employees or agents.

END OF INSTRUCTIONS AND GENERAL CONDITIONS

BID PROPOSAL SUBMISSION CHECKLIST

The following is a checklist of required documents to be completed, included and submitted to the East Lyme Engineering Department as part of the Bidder's proposal:

- PROJECT REFERENCES
- NON-COLLUSION AFFIDAVIT
- PROOF OF INSURANCE (CERTIFICATE)
- BID PROPOSAL FORM(S)

PROJECT REFERENCES

Name and Contact Information:	Project Description:

(Please attach additional sheets if necessary.)

SWORN STATEMENT BY SUCCESSFUL BIDDER

Title 23. United States Code, Section 112 (f)

Each bidder shall file a statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid non-responsive and not eligible for award consideration.

NON-COLLUSION AFFIDAVIT

This entire document must be completed, notarized and attached to your bid proposal. Failure to do so will result in the rejection of your Bid. A separate affidavit must be submitted by each principal of a Joint Venture.

TOWN OF EAST LYME
Bid Proposal, Plants Dam Rehabilitation/ Reconstruction (CT Dam ID#4520)

I, _____, acting in behalf of
(Name of Person Signing Affidavit)

_____ of which I am (the) (a)
(Name of Bidder i.e. Person or Organization)

_____, submitting a bid for the above project, certify and affirm in accordance
(Title)

with Part 635.112 of Title 23, U.S. Code of Federal Regulations, that the

_____ has neither directly or indirectly
(Name of Bidder i.e. Person or Organization)

entered into any agreements, participated in any collusion nor otherwise taken any action in restraint of free competitive bidding in connection with such bid. False statement made herein may be the subject of criminal prosecution.

(Name of Bidder i.e. Person or Organization)

(Signature and Title of Official)

Subscribed and sworn to before me, this _____ day of _____, _____.

Notary Public/Commissioner of the Superior Court

My Commission Expires _____.

Certificate of Authority

I, _____, certify that I am (the) (a) _____ of the
(Name) (Title)

organization named in the foregoing instrument; that I have the authority to affix the seal of the Organization to such papers that require the seal; that _____, who signed said

(Name)
instrument on behalf of the Organization was then (the) (a) _____
(Title)

of said Organization; that said instrument was duly signed for and in behalf of said Organization by authority of its governing body and is within the scope of its organizational powers.

_____ (Corporate Seal, if applicable)
Signature of Certifying Person

The person signing the Certificate of Authority portion of this form cannot execute the upper portion of this Affidavit.

INSURANCE REQUIREMENTS

The successful bidder shall secure and maintain general liability insurance covering injury, death and/or property damage which may arise from performance of work under this contract in the amount of at least:

1. Commercial General Liability:
 - General Aggregate: \$2,000,000
 - Products/Completed Operations Aggregate: \$2,000,000
 - Each Occurrence: \$1,000,000
2. Automobile Liability:
 - Each Accident: \$1,000,000
3. Excess (umbrella Liability) Liability: \$5,000,000
4. Workers' Compensation and Employer's Liability:
 - Statutory Workers Compensation
 - \$1,000,000 each accident / \$1,000,000 disease-policy limit / \$1,000,000 disease-each employee

The Contractor shall designate the Town of East Lyme and the State of Connecticut as additional insureds for general liability and products-completed operations hazard, auto liability, excess liability, employer's liability, professional liability, and pollution liability. The successful bidder shall furnish the Town with proof of the required insurance and coverage limits. The provisions of these requirements shall apply to and be incorporated into any subcontracts regarding this project between the successful bidder and his subcontractors.

INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Town against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the Town and shall defend suits, actions or proceedings of any kind or nature including workmen's compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the operations of the contractor. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the contract. The Contractor shall procure and maintain, at his own cost and expense, any additional kinds and amount of insurance which in his own judgment, may be necessary for his proper protection in the execution of his work. The Contractor agrees to well and truly save and indemnify and hold harmless the Town of East Lyme against all liability, judgments, costs and expenses which may in any way come against the Town or which may in any way result from carelessness, omission or neglect of the Contractor or its agent, employees or workmen in any way arising or resulting from the operation in connection herewith.

In addition to the Contractor's obligation to indemnify the Town, the Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend the Town from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent; such obligation arises at the time such claim is given to the Contractor by the Town and continues at all times thereafter through disposition of the claim. The Contractor's insurance policies will respond on a primary and noncontributory basis; that they are primary and will not seek contribution from any other insurance available to the additional insured. The Contractor waives their right to recovery and waives their right to subrogate in favor of the Town of East Lyme.

BID PROPOSAL FORM
Plants Dam Rehabilitation/ Reconstruction (CT Dam ID#4520)
Town of East Lyme, Connecticut

The Bidder shall bid the project, with all specifications and conditions as stated in this Project Specifications and Bid Documentation package to be performed, as a lump sums. The bid will be written in numbers and in words below. In case of discrepancy, those shown in words will govern. The town reserves the right to award the Contract on the base bid cost or with any combination of additional options.

Base Bid (Sheet Piles) \$ _____ / _____ Dollars
Lump Sum

Option 1 (Low Outflow & Slab) \$ _____ / _____ Dollars
Additional Lump Sum

Option 2 (Resurface Dam Face) \$ _____ / _____ Dollars
Additional Lump Sum

Option 3 (Parking Lot) \$ _____ / _____ Dollars
Additional Lump Sum

Total \$ _____ / Written: _____ Dollars

Addenda Receipt

Receipt of the following addenda is hereby acknowledged:

Addendum No _____ Dated _____

Addendum No _____ Dated _____

Bidder Contact

Company: _____

Name: _____

Title: _____

Phone: _____

Email: _____

Address: _____

**PART 2 – STATE FUNDED CONTRACT PROVISIONS
& PREVAILING WAGE RATES**

Construction Contracts - Required Contract Provisions (State Funded Only Contracts)

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1. Specific Equal Employment Opportunity Responsibilities
2. Contract Wage Rates
3. Americans with Disabilities Act of 1990, as Amended
4. Connecticut Statutory Labor Requirements
 - a. Construction, Alteration or Repair of Public Works Projects; Wage Rates
 - b. Debarment List - Limitation on Awarding Contracts
 - c. Construction Safety and Health Course
 - d. Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited
 - e. Residents Preference in Work on Other Public Facilities (Not Applicable to Federal Aid Contracts)
5. Tax Liability - Contractor's Exempt Purchase Certificate (CERT – 141)
6. Executive Orders (State of CT)
7. Non-Discrimination Requirement and Certification (pursuant to section 4a-60 and 4a-60a of the Connecticut General Statutes, as revised)
8. Whistleblower Provision
9. Connecticut Freedom of Information Act
 - a. Disclosure of Records
 - b. Confidential Information
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22. Large State Contract Representation for Official or Employee of State Agency
23. Iran Investment Energy Certification
24. Access to Contract and State Data
25. Affirmative Action Policy Statement
26. Compliance with Consumer Data Privacy and Online Monitoring

Index of Exhibits

- EXHIBIT A - Specific Equal Employment Opportunity Responsibilities (page 16)
- EXHIBIT B - Affirmative Action Policy Statement (page 26)
- EXHIBIT C - Health Insurance Portability and Accountability Act of 1996 (HIPAA) (page 30)
- EXHIBIT D - State Wage Rates and Other Related Information (page 38)

1. Specific Equal Employment Opportunity Responsibilities

The Contractor shall comply with the Specific Equal Employment Opportunity requirements, as applicable, attached at Exhibit A and hereby made part of this Contract.

2. Contract Wage Rates

The Contractor shall comply with:

The State wage rate requirements indicated in Exhibit D hereof are hereby made part of this Contract.

Prevailing Wages for Work on State Highways; Annual Adjustments. With respect to contracts for work on state highways and bridges on state highways, the Contractor shall comply with the provisions of Section 31-54 and 31-55a of the Connecticut General Statutes, as revised.

As required by section 1.05.12 (Payrolls) of the State of Connecticut, Department of Transportation's Standard Specification for Roads, Bridges and Incidental Construction (FORM 818), as may be revised, every Contractor or subcontractor performing project work on a federal aid project is required to post the relevant prevailing wage rates as determined by the United States Secretary of Labor. The wage rate determinations shall be posted in prominent and easily accessible places at the work site.

3. Americans with Disabilities Act of 1990, as Amended

This provision applies to those Contractors who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), (Act), during the term of the Contract. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Contractor to satisfy this standard as the same applies to performance under this Contract, either now or during the term of the Contract as it may be amended, will render the Contract voidable at the option of the State upon notice to the contractor. The Contractor warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act, as the same applies to performance under this Contract.

4. Connecticut Statutory Labor Requirements

(a) Construction, Alteration or Repair of Public Works Projects; Wage Rates.

The Contractor shall comply with Section 31-53 of the Connecticut General Statutes, as revised. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to

any employee welfare fund, as defined in subsection (i) of section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

(b) Debarment List. Limitation on Awarding Contracts. The Contractor shall comply with Section 31-53a of the Connecticut General Statutes, as revised.

(c) Construction Safety and Health Course. The Contractor shall comply with section 31-53b of the Connecticut General Statutes, as revised. The contractor shall furnish proof to the Labor Commissioner with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 of the Connecticut General Statutes, as revised, on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

Any employee required to complete a construction safety and health course as required that has not completed the course, shall have a maximum of fourteen (14) days to complete the course. If the employee has not been brought into compliance, they shall be removed from the project until such time as they have completed the required training.

Any costs associated with this notice shall be included in the general cost of the contract. In addition, there shall be no time granted to the contractor for compliance with this notice. The contractor's compliance with this notice and any associated regulations shall not be grounds for claims as outlined in Section 1.11 – "Claims".

(d) Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited. The Contract is subject to Section 31-57b of the Connecticut General Statutes, as revised.

(e) Residents Preference in Work on Other Public Facilities. NOT APPLICABLE TO FEDERAL AID CONTRACTS. Pursuant to Section 31-52a of the Connecticut General Statutes, as revised, in the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the state who are, and continuously for at least six months prior to the date hereof have been, residents of this state, and if no such person is available, then to residents of other states.

5. Tax Liability - Contractor's Exempt Purchase Certificate (CERT – 141)

The Contractor shall comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The Contractor is responsible for determining its tax liability. If the Contractor purchases materials or supplies pursuant to the Connecticut Department of Revenue Services' "Contractor's Exempt Purchase Certificate (CERT-141)," as may be revised, the Contractor acknowledges and agrees that title to such materials and supplies installed or placed in the project will vest in the State simultaneously with passage of title from the retailers or vendors thereof, and the Contractor will have no property rights in the materials and supplies purchased.

Forms and instructions are available anytime by: Internet: Visit the DRS website at www.ct.gov/DRS to download and print Connecticut tax forms; or Telephone: Call 1-800-382-9463 (Connecticut calls outside the Greater Hartford calling area only) and select Option 2 or call 860-297-4753 (from anywhere).

6. Executive Orders and Other Enactments

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017, concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

7. Non-Discrimination

- (a) For purposes of this Section, the following terms are defined as follows:
 - i. "Commission" means the Commission on Human Rights and Opportunities;

- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "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;
- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "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;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty- one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32- 9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally

recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
- (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner

prescribed by the Commission, of its good faith efforts.

- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the

Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:

8. Whistleblower Provision

The following clause is applicable if the Contract has a value of Five Million Dollars (\$5,000,000) or more.

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

9. Connecticut Freedom of Information Act

- (a) **Disclosure of Records.** This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General

Statutes.

(b) Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives from the Contractor. However, all materials associated with the Contract are subject to the terms of the FOIA and all corresponding rules, regulations and interpretations. In making such a request, the 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 Contractor 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 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 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 Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking the documentation as "CONFIDENTIAL," DOT will first review the Contractor's claim for consistency with the FOIA (that is, review that the documentation is actually a trade secret or commercial or financial information and not required by statute), and if determined to be consistent, will endeavor to keep such information confidential to the extent permitted by law. See, *e.g.*, Conn. Gen. Stat. §1-210(b)(5) (A-B). The State, 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. Should the State withhold such documentation from a Freedom of Information requester and a complaint be brought to the Freedom of Information Commission, the Contractor shall have the burden of cooperating with DOT in defense of that action and in terms of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the State have any liability for the disclosure of any documents or information in its possession which the State believes are required to be disclosed pursuant to the FOIA or other law.

10. Service of Process

The Contractor, if not a resident of the State of Connecticut, or, in the case of a partnership, the partners, if not residents, hereby appoints the Secretary of State of the State of Connecticut, and his successors in office, as agent for service of process for any action arising out of or as a result of this Contract; such appointment to be in effect throughout the life of this Contract and six (6) years thereafter.

11. Substitution of Securities for Retainages on State Contracts and Subcontracts

This Contract is subject to the provisions of Section 3-112a of the General Statutes of the State

of Connecticut, as revised.

12. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Contractor shall comply, if applicable, with the Health Insurance Portability and Accountability Act of 1996 and, pursuant thereto, the provisions attached at Exhibit B, and hereby made part of this Contract.

13. Forum and Choice of Law

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

14. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

15. Audit and Inspection of Plants, Places of Business and Records

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and

Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. For the purposes of this Section, "Contractor Parties" means the 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.

- (b) The Contractor shall maintain and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (e) 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.
- (f) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

16. Campaign Contribution Restriction

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as 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 Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

17. Tangible Personal Property

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;

- (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word “Affiliate” means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word “voting security” means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. “Voting security” includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State’s contracting authority, such information as the State may require to ensure, in the State’s sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

18. Bid Rigging and/or Fraud – Notice to Contractor

The Connecticut Department of Transportation is cooperating with the U.S. Department of Transportation and the Justice Department in their investigation into highway construction contract bid rigging and/or fraud.

A toll-free “HOT LINE” telephone number 800-424-9071 has been established to receive information from contractors, subcontractors, manufacturers, suppliers or anyone with knowledge of bid rigging and/or fraud, either past or current. The “HOT LINE” telephone number will be available during normal working hours (8:00 am – 5:00 pm EST). Information will be treated confidentially, and anonymity respected.

19. Consulting Agreement Representation

Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office

of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

_____		_____
Consultant's Name and Title		Name of Firm (if applicable)
_____	_____	_____
Start Date	End Date	Cost

The basic terms of the consulting agreement are: _____

Description of Services Provided:

Is the consultant a former State employee or former public official? YES NO

If YES: _____
Name of Former State Agency Termination Date of Employment

20. Sovereign Immunity

The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

21. Large State Contract Representation for Contractor

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or

principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

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

(3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

22. Large State Contract Representation for Official or Employee of State Agency

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

23. Iran Investment Energy Certification

(a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

(b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section, then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

24. Access to Contract and State Data

The Contractor shall provide to the Client Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Client Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Client Agency in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.

25. Affirmative Action Policy Statement

The Contractor shall comply with the Affirmative Action Policy Statement, as applicable, attached at Exhibit B and hereby made part of this Contract.

26. Compliance with Consumer Data Privacy and Online Monitoring

Pursuant to section 4e-72a of the Connecticut General Statutes, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

EXHIBIT A

CONNECTICUT REQUIRED SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES October 2023

1. General:

- a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968, 49 CFR Part 21, 4a-60a and 46a-68c to 46a-68f of the Connecticut General Statutes. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.
- b) "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:
 - Contractors and Subcontractors
 - Consultants and Subconsultants
 - Suppliers of Materials and Vendors (where applicable)
 - Municipalities (where applicable)
 - Utilities (where applicable)

c) The Company will work with the Connecticut Department of Transportation (CTDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 60, Chapter 4, Section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

e) CTDOT shall require each contractor with contracts of \$10,000 or more or who have fifty or more employees and are awarded a public works contract, to comply with all existing procedures of CTDOT's Contract Compliance Program.

2. Equal Employment Opportunity Policy:

a) Companies with contracts, agreements or purchase orders valued at \$10,000 or more or who have fifty or more employees are required to comply with the Affirmative Action contract requirements. By signing a contract with CTDOT the contractor's commits to complying with federal and state requirements to provide equal employment opportunity to all persons without regard to their race, color, religion, creed, sex, gender identity or expression, marital status, age, national origin, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved and to promote the full realization of equal employment opportunity through a positive and continuous efforts.

3. Project Workforce Utilization Goals:

These goals are applicable to all construction projects performed in the covered area work (whether the project is federal or state funded). If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where the work is actually performed.

a. Appendix A establishes the goals for minority and female utilization in all crafts statewide on all State Funded construction projects.

b. Appendix B establishes the goals for minority and female utilization in all crafts statewide on Federally assisted or funded construction projects.

Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications which contain the applicable goals for minority and female participation.

The goals for minority and female participation are expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

State Utilization Goals See Appendix A
Federal Utilization Goals See Appendix B

4. Executive Order 11246

The Contractor's compliance with Executive Order 11246 and 41-CFR Part 60-4 shall be based on its implementation of the specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(A) and its efforts to meet the goals established for the geographical area where the contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hour performed.

If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan.

Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Pan does not excuse any covered Contractor's of subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.

The Contractor shall implement the specific affirmative action standards provided in a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal

Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs (OFCCP) Office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant hereto.

In order for the nonworking training hours of apprentices and trainees to be counted in meeting the workforce utilization goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites; and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason thereafter; along with whatever additional actions the Contractor may have taken.
- d) Provide immediate written notification to CTDOT when the Union or Unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other

information that the Union referral process has impeded the Contractor's efforts to meet its obligations.

e) Develop on-the-job training opportunities and/or participate in training programs that which expressly target minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under b above.

f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations. Review at least annually, the company EEO Policy and affirmative action obligations with all employees having any responsibility for hiring, assignments, layoffs, terminations, or other employment decisions, prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

g) Disseminate the Contractor's EEO Policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.

h) Direct its recruitment efforts, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

i) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the project worksite and in other areas of the Contractor's workforce.

j) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

k) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for opportunities through appropriate training opportunities.

l) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

m) Ensure that all facilities and company activities are nonsegregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

n) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

o) Conduct a review at least annually of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations:

Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (a through p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet with individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246 if a particular group is employed in a substantially disparate manner, (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).

The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps so as to achieve maximum results from its efforts to ensure equal

employment opportunity.

The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions here of as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g. mechanic, apprentice, trainee, helper, or laborer) dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

Nothing herein provided shall be construed as a limitation upon the application of their laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program). The Director of the Office of Federal Contract Compliance Programs, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work- force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or timetables, shall be published as notices in the Federal Register, and shall be inserted by the Contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.

5. Subcontracting:

- a. The Company will use his/her best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Office of Equity.
- b. The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

6. Records and Reports:

- a. The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:
 1. The number of minority and non-minority group members and women employed in each classification on the project.
 2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women; (applicable only to contractors who rely in whole or in part on unions as a source of their work force),
 3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 4. The progress and efforts being made in securing the services of minority group

subcontractors or subcontractors with meaningful minority and female representation among their employees.

5. Records of internal and external communication and outreach to document its affirmative efforts.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of CTDOT and/or the United States Department of Transportation.

c. For Federal Highway Administration funded projects only:

The Company will submit an annual report to CTDOT each July or as otherwise directed, for the duration of the project, indicating the number of minorities, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision", the Company will be required to furnish Form FHWA 1409 and 1415 as required by CTDOT.

STATE FUNDED PROJECTS (only)

APPENDIX A
(Labor Market Goals)

LABOR MARKET AREA GOAL

Minority

Female

Bridgeport			22.7%
1.4%	Ansonia Easton Oxford Trumbull	Beacon Falls Fairfield Seymour	Bridgeport Milford Shelton
			Derby Monroe Stratford
Danbury			10.7%
3.8%	Bethel Kent Redding Washington	Bridgewater New Fairfield Ridgefield	Brookfield New Milford Roxbury
			Danbury Newtown Sherman
Danielson			4.3%
1.8%	Brooklyn Pomfret Thompson	Eastford Putnam Voluntown	Hampton Scotland Union
			Killingly Sterling Woodstock
Hartford			13.7%
2.1%	Andover Belin Burlington Columbia East Granby East Windsor Glastonbury Harwinton Mansfield Newington Rocky Hill Southington Vernon Winchester	Ashford Bloomfield Canton Coventry East Haddam Ellington Granby Hebron Marlborough Plainville Simsbury Stafford West Hartford Windham	Avon Bolton Chaplin Cromwell East Hampton Enfield Haddam Lebanon Middlefield Plymouth Somers Suffield Wethersfield Windsor
			Barkhamsted Bristol Colchester Durham East Hartford Farmington Hartford Manchester Middletown Portland South Windsor Tolland Willington Windsor Locks
Lower River			4.3%
1.8%	Chester Westbrook	Deep River	Essex Old Lyme

LABOR MARKET AREA GOAL
Female

Minority

New Haven				17.9%
3.1%				
Bethany	Branford	Cheshire	Clinton	
East Haven	Guilford	Hamden	Killingworth	
Madison	Meriden	New Haven	North Branford	
North Haven	Orange	Wallingford	West Haven	
Woodbridge				
New London				7.4%
3.1%				
Bozrah	Canterbury	East Lyme	Franklin	
Griswold	Groton	Ledyard	Lisbon	
Montville	New London	North Stonington	Norwich	
Old Lyme	Old Saybrook	Plainfield	Preston	
Salem	Sprague	Stonington	Waterford	
Hopkinton	RI – Westerly Rhode Island			
Stamford				33.2%
2.1%				
Darien	Greenwich	New Canaan	Norwalk	
Stamford	Weston	Westport	Wilton	
Torrington				4.3%
1.8%				
Canaan	Colebrook	Cornwall	Goshen	
Hartland	Kent	Litchfield	Morris	
Norfolk	North Canaan	Salisbury	Sharon	
Torrington	Warren			
Waterbury				12.4%
1.6%				
Bethlehem	Middlebury	Naugatuck	Prospect	
Southbury	Thomaston	Waterbury	Watertown	
Wolcott	Woodbury			

EXHIBIT B**AFFIRMATIVE ACTION POLICY STATEMENT (October 2023)**

It is the policy of this firm to assure that applicants are employed, and that employees are treated during employment, without regard to an individual's race, color, religion, creed, sex, gender identity or expression, marital status, national origin, age, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved and to promote the full realization of equal employment opportunity through positive and continuous affirmative efforts. Such action shall include employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or terminations, rates of pay or other forms of compensation, selection for training/apprenticeship, pre- apprenticeship opportunities, and on-the-job training opportunities.

This firm will implement, monitor, enforce and achieve full compliance with this Affirmative Action Policy Statement in conjunction with the applicable Federal and State laws, regulations, executive orders, and contract provisions, including but not limited to those listed below:

Dissemination of Policy:

All members of the firm who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, this firm's Equal Employment Opportunity (EEO) policy and contractual responsibilities to provide EEO in each grade and classification of employment. These actions shall include:

1. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the firm's EEO policy and its implementation will be reviewed and explained. These meetings will be conducted by the EEO officer.
2. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
3. All personnel who are engaged in direct recruitment for the firm will be instructed by the EEO Officer of the contractor's procedures for locating and hiring minority group employees.
4. Notices and posters setting forth the firm's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
5. The firm's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
6. Sexual Harassment Prevention Resources including training and remedies must be available to all employees. See Connecticut General Assembly Public Acts 19-16 and 19-93.

Recruitment:

When advertising for employees, the firm will include in all advertisements the notation; “An Affirmative Action/Equal Opportunity Employer.” All such advertisements will be placed in publications having a large circulation among minority groups in the area where the workforce would normally be derived.

1. The firm will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and female applicants. To meet this requirement, the firm will identify referral sources and establish procedures for recruitment to obtain the referral of minority and female applicants.
2. In the event the firm has a valid bargaining agreement providing for exclusive hiring referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the contractor’s compliance with EEO contract provisions. (The United States Department of Labor has held that where implementation of such agreements has had the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.) The firm will encourage his/her present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

Personnel Actions:

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to an individual’s race, color, religion, creed, sex, gender identity or expression, marital status, national origin, age, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved. The following procedures shall be followed:

1. The firm will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of personnel.
2. The firm will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take correction action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
3. The firm shall periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
4. The firm will promptly investigate all complaints of alleged discrimination made to the firm and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective actions shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

Training and Promotion:

The firm will assist in locating, qualifying, and increasing the skills of minorities and women. The firm will utilize the following tools to identify training and promotional opportunities in the firm:

1. The firm will advise employees and applicants for employment of available training programs and the entrance requirements.
2. The firm will periodically review the training and promotion of minority group and female employees and will encourage eligible employees to apply for such training and promotion.

Unions:

If the firm relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the firm either directly or through a contractor's association acting as agent will include the procedures set forth below:

1. The firm will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
2. The firm will use best efforts to incorporate an EEO clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their to an individual's race, color, religion, creed, sex, gender identity or expression, marital status, national origin, age, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved.
3. The firm is to obtain information as to the referral practices and policies of the labor union except that to the extent that such information is within the exclusive possession of the labor union and such labor union refuses to furnish the information to the contractor, the contractor shall notify the Connecticut Department of Transportation (CTDOT) of the efforts made to obtain the information.
4. In the event the union is unable to provide the firm with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies. (The United States Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations under Executive Order 11246 as amended, and in compliance with 23 CFR Part 230, the firm will notify CTDOT.

Selection of Subcontractors:

The firm will not discriminate on the grounds race, color, religion, sex, sexual orientation, gender identity or expression, marital status, national origin, ancestry, age, intellectual

disability, learning disability, physical disability, including, but not limited to, blindness, or status as a veteran in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

1. The firm shall use his/her best efforts to ensure subcontractor/subconsultant compliance with Federal and State Equal Opportunity (EO) and EEO requirements.

Records and Reports:

The Contractor shall keep records as necessary to document compliance with EO/EEO requirements. Such reports shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of CTDOT and/or the United States Department of Transportation. The following records should be maintained:

6. The number of minority and non-minority group members and women employed in each work classification;
7. The progress and efforts being made in cooperation with unions, when applicable to increase the employment opportunities for minorities and women;
8. The documentation showing progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
9. Complaints of Discrimination.

In implementing this policy and ensuring that affirmative action is being provided, each time a hiring opportunity occurs this firm will contact and request referrals from minority and female organizations, referral sources, and media sources. All advertising will emphasize that the firm is “An Affirmative Action/Equal Opportunity Employer.”

In order to substantiate this firm’s efforts and affirmative actions to provide equal opportunity, the firm will maintain and submit, as requested, documentation such as referral request correspondence, copies of advertisements utilized and follow-up documentation to substantiate that efforts were made in good faith. This firm will maintain the necessary internal audit procedures and record keeping systems to report the firm’s affirmative action efforts.

It is understood by Owner/CEO/President of the firm and the firm’s Equal Employment Opportunity Officer and supervisory and managerial personnel that failure to effectively implement, monitor and enforce this firm’s affirmative action program and/or failure to adequately document and submit as required, the affirmative actions taken and efforts made to recruit and hire minority and female applicants in accordance with our affirmative action program in each instance of hire, will result in this firm being required to recommit itself to a modified and more stringent affirmative action program as a condition of approval. It is recognized that this policy is a contractual requirement and is a prerequisite for performing services for the contracting agency. This policy in addition to CTDOT’s EO/EEO contract provisions and requirements, shall constitute the CTDOT Affirmative Program requirements.

The ultimate responsibility for the full implementation of this firm’s Affirmative Action

Program rests with the Chief Executive Officer of this firm.

Rev. 4/24/2019

EXHIBIT C

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

- (a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor 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 State of Connecticut Agency named on page 1 of this Contract (hereinafter the “Department”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor, on behalf of the Department, 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 is a “business associate” of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor and the Department 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 (hereinafter 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
 - (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 Contractor.
 - (3) “Covered Entity” shall mean the Department of the State of Connecticut named on page 1

of this Contract.

- (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 parts 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 parts 164, subpart A and C.
 - (15) “Unsecured protected health information” shall have the same meaning as the term as defined in section 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 ensure 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 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; if so, include 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.

E. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notification's 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. 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.

(2) Effect of Termination

- (A) Except as provided in (1)(2) of this Section of the Contract, 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. 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.
- (4) 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.
- (5) 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.
- (6) 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.

Sec. 31-53b. Worker training requirements for public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (h) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 46 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268, and, on or after July 1, 2012, that any plumber or electrician subject to the continuing education requirements of section 20-334d, who has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration five or more years prior to the date such electrician or plumber begins work on such public works project, has completed a supplemental refresher training course of at least four hours in duration in construction safety and health taught by a federal Occupational Safety and Health Administration authorized trainer.

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

(c) Not later than January 1, 2012, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or, in the case of a supplemental refresher training course, shall include, but not be limited to, an update of revised Occupational Safety and Health Administration standards and a review of required construction hazards training, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project or, in the case of supplemental refresher training, a student course completion card issued by said Occupational Safety and Health Administration authorized trainer dated not earlier than five years prior to the date such electrician or plumber begins work on such public works project.

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

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

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

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

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

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

November 29, 2006

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

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

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

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

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

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

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

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

STATUTE 31-55a

- SPECIAL NOTICE -

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

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

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

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

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

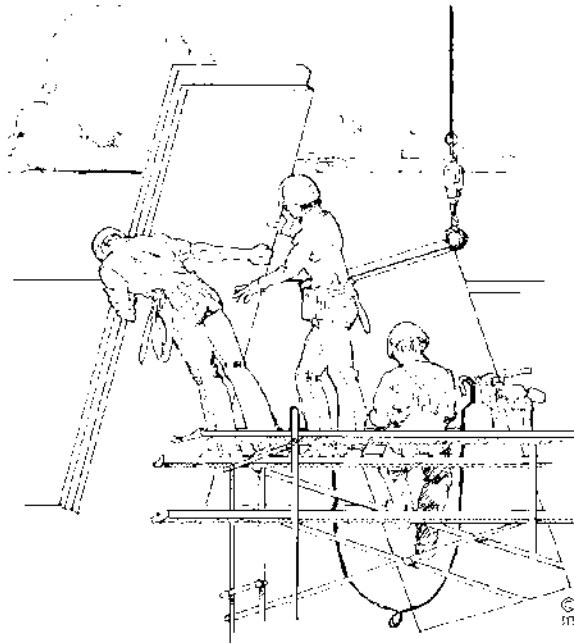
~NOTICE~

TO ALL CONTRACTING AGENCIES

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

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

 Inquiries can be directed to (860) 263-6790.



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

CONTRACTING AGENCY CERTIFICATION FORM

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

for _____, located at _____,
contracting agency address

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

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

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

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

Date Issued: _____

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

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

Please specify the type of benefits provided:

- 1) Medical or hospital care _____ 4) Disability _____
- 2) Pension or retirement _____ 5) Vacation, holiday _____
- 3) Life Insurance _____ 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such person is covered by a worker’s compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

_____ (Signature) _____ (Title) _____ Submitted on (Date)

Information Bulletin ***Occupational Classifications***

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53(d).

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.

Below are additional clarifications of specific job duties performed for certain classifications:

- **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

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

- **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

- **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

- **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. ****License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.***

- **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. **License required by Connecticut General Statutes: R-1,2,5,6.*

- **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

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

- **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

- **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

- **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal)).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

- Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

- Laborer's Rate

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

- **PLUMBERS AND PIPEFITTERS**

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

- **POWER EQUIPMENT OPERATORS**

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

- **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

- **SHEETMETAL WORKERS**

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

- **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems.

****License required per Connecticut General Statutes: F-1,2,3,4.***

- **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are requires to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. ****License required, drivers only, per Connecticut General Statutes.***

For example:

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

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

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

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

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

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

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

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

Dredging (Heavy)

- a. Paid Holidays: New Year’s Day, Martin Luther King, Jr.’s Birthday, Memorial Day, Good Friday, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day and Christmas Day.
- b. Vacation: Eight Percent (8%) of the straight time rate, multiplied by the total hours worked.

Elevator Constructors: Mechanics

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

Glaziers

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

Power Equipment Operators

(Heavy and Highway Construction & Building Construction)

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

Ironworkers

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

Laborers (Tunnel Construction)

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

Roofers

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

Sprinkler Fitters

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

Truck Drivers

(Heavy and Highway Construction & Building Construction)

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

Minimum Rates and Classifications for
Heavy/Highway Construction

ID#: 26-3183

Connecticut Department of Labor
Wage and Workplace Standards Division

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

Project Number: CT Dam ID#4520

Project Town: East Lyme

State#:

FAP#:

Project: Plants Dam Rehabilitation / Reconstruction

CLASSIFICATION	Hourly Rate	Benefits
1) Boilermaker	50.21	30.01
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	46.09	36.29
2) Carpenters, Piledrivermen	42.03	29.19
2a) Diver Tenders	42.03	29.19
2b) Divers Effluent	67.52	29.19
3) Divers	50.49	29.19
03a) Millwrights	43.25	29.13
03b) Carpenter-Welder	42.53	29.19
03c) Carpenter: Working with creosote lumber or acid	43.03	29.19

4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	59.7	26.65
4a) Painters: Brush and Roller	39.57	26.50
4b) Painters: Spray	42.57	26.50
4bc) Painters: Spray Helper	40.57	26.50
4c) Painters: Steel Only	41.57	26.50
4d) Painters: Blast	44.57	26.50
4de) Painter: Blast Helper	40.57	26.50
4e) Painters: Tanks, Tower and Swingstage etc.	41.57	26.50
4f) Elevated Tanks (60 feet and above)	48.57	26.50
5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	46.4	36.66+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	45.25	43.62 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	50.58	36.30
----LABORERS---- -		
8) Group 1: General Laborers and concrete specialist	35.7	28.85

As of: March 17, 2026

8) Group 1a: Acetylene Burners (Hours worked with a torch)	36.7	28.85
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	35.95	28.85
10) Group 3: Pipelayers	36.2	28.85
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	36.2	28.85
12) Group 5: Toxic waste removal (non-mechanical systems)	37.7	28.85
13) Group 6: Blasters	37.45	28.85
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	38.7	28.85
Group 8: Traffic control signalmen	21.42	28.85
Group 9: Hydraulic Drills	36.45	28.85
Group 10: Toxic Waste Removers A or B With PPE	38.7	28.85
----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.----		
13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	37.93	28.85 + a
13b) Brakemen, Trackmen, Miners' Helpers and all other men	36.96	28.85 + a

As of: March 17, 2026

----CLEANING, CONCRETE AND CAULKING TUNNEL----

14) Concrete Workers, Form Movers, and Strippers	36.96	28.85 + a
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15) Form Erectors	37.29	28.85 + a
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----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers, Miners Helpers	36.96	28.85 + a
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17) Laborers Topside, Cage Tenders, Bellman	36.85	28.85 + a
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18) Miners	37.93	28.85 + a
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----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ---

18a) Blaster	44.42	28.85 + a
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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	44.22	28.85 + a
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20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	42.24	28.85 + a
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21) Mucking Machine Operator, Grout Boss, Track Boss	45.01	28.85 + a
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----TRUCK DRIVERS----(*see note below)

Block Truck	37.48	32.68 + a
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2 Axle	36.16	32.68 + a
Helpers	34.66	32.68 + a
Three Axle Trucks; Two Axle Mixer	36.27	32.68 + a
Three Axle Mixer	36.33	32.68 + a
Four Axle Trucks	36.39	32.68 + a
Four Axle Mixer	37.19	32.68 + a
5 Axle	36.39	32.68 + a
5 Axle Mixer	37.19	32.68 + a
Heavy Duty Trailer (40 tons and over)	38.66	32.68 + a
Heavy Duty Trailer (up to 40 tons)	37.39	32.68 + a
Snorkle Truck	36.54	32.68 + a
Swivel Dump and Tack Truck	36.39	32.68 + a
Euclids and Semi Trailer	36.44	32.68 + a

----POWER EQUIPMENT OPERATORS----

As of: March 17, 2026

Group 1: Crane Handling or Erecting Structural Steel or Stone, Hoisting Engineer (2 drums or over). (Trade License Required)	58.19	29.80 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and over.	53.33	29.80 + a
Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	57.78	29.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	56.79	29.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer).	52.92	29.80 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	51.92	29.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper).	51.42	29.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" mandrel)	50.63	29.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	50.63	29.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	50.22	29.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrel)	49.77	29.80 + a

As of: March 17, 2026

Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	49.25	29.80 + a
Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder), Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	48.67	29.80 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	45.96	29.80 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	45.96	29.80 + a
Group 12: Wellpoint Operator.	45.87	29.80 + a
Group 13: Compressor Battery Operator.	45.12	29.80 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	43.6	29.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	43.06	29.80 + a
Group 16: Maintenance Engineer.	42.2	29.80 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator., Portable Grout Plant Operator, Portable Water Filtration Plant Operator.	47.91	29.80 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	44.7	29.80 + a
Surveyor: Chief of Party	48.16	29.80 + a
Surveyor: Assistant Chief of Party	44.41	29.80 + a

As of: March 17, 2026

Surveyor: Instrument Man	42.73	29.80 + a
Surveyor: Rodman or Chairman	36.78	29.80 + a

**NOTE: SEE BELOW

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

20) Lineman, Cable Splicer, Technician	59.91	34.00
21) Heavy Equipment Operator	53.92	31.88
22) Equipment Operator, Tractor Trailer Driver, Material Men	50.92	30.84
23) Driver Groundmen	44.93	28.47
23a) Groundman Experienced	32.95	13.99

----OUTSIDE LINE CONSTRUCTION----

24) Driver Groundmen	43.78	28.42
25) Groundmen	32.1	13.95
26) Heavy Equipment Operators	52.53	31.83
27) Linemen, Cable Splicers, Dynamite Men	58.37	33.94

As of: March 17, 2026

28) Material Men, Tractor Trailer Drivers, Equipment Operators	49.61	30.79
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29) Technician	56.12	32.85
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----COMMUNICATION----

Sales & Service Technician: To include but not limited to: Installation, Repair, Splicing and Maintenance	48.84	18.07
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----DREDGING----

Class A1: Mechanical Dredge Operator	48.48	17.32+a+b
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Class B1: Maintenance Engineer	41.93	16.87+a+b
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Class C1: Mate/Welder	38.38	16.62+a+b
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Class D: Deckhand	30.86	16.09+a+b
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Welders: Rate for craft to which welding is incidental.

Surveyors: Hazardous material removal: \$3.00 per hour premium.

*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.

**Note: Hazardous waste premium \$3.00 per hour over classified rate.

Truck Drivers: Trainers Premium: \$3.00 over wage rate.

Truck Drivers: Night Premium - Mixer Drivers: \$2.00 over wage rate.

Crane with 150 ft. boom (including jib) - \$1.50 extra
Crane with 200 ft. boom (including jib) - \$2.50 extra
Crane with 250 ft. boom (including jib) - \$5.00 extra
Crane with 300 ft. boom (including jib) - \$7.00 extra
Crane with 400 ft. boom (including jib) - \$10.00 extra

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

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

--Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work
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The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

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

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

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

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

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

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

**PART 3 – COMMISSION ON HUMAN RIGHTS &
OPPORTUNITIES (CHRO) NOTICE TO BIDDERS**

NOTICE TO CONTRACTOR - COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO) REQUIREMENTS FOR STATE FUNDS

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60g, and 46a-68b through 46a-68f.

State law requires a minimum spending allocation goal of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the total state-funded value with DAS-certified Small Businesses and 6.25% of the total state-funded value with DAS-certified Minority-, Women-, and/or Disabled-owned Businesses.) The contractor must demonstrate good faith effort to meet the spending allocation goals.

NON-DISCRIMINATION NOTICE

Pursuant to Connecticut General Statutes Section 4a-60 and except as provided in section 10a-151i of the General Statutes, every contract to which a state agency or political subdivision of the state, including a municipality or quasi-public agency, is a party to shall contain the following provisions:

(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, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, 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 on Human Rights and Opportunities;

(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 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;

(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, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.



State of Connecticut COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES

Contract Compliance Unit – 450 Columbus Blvd., Suite 2, Hartford, CT 06103

Promoting Equality and Justice for all People

Good Faith Efforts

How does the CHRO analyze a contractor’s good faith efforts to solicit Small Business Enterprises (“SBE”) and/or Minority Business Enterprises (“MBE”)?

Remember: the goal is to use Department of Administrative Services (“DAS”)-certified SBEs for at least 25% of the work and to use DAS-certified MBEs (ethnic minority-owned businesses), WBEs (women-owned businesses), and DisBEs (businesses owned by persons with disabilities) for at least 6.25% of the work.

Here are the factors the CHRO looks at to determine whether a contractor has made its best good faith effort to provide opportunities for DAS-certified S/M/W/DisBEs to work on state funded projects.

Has the contractor actually achieved its goal? What good faith efforts has the contractor made to achieve those goals?

Evidence of taking reasonable steps to achieve the goals would include, but not be limited to, following the CHRO’s best suggested practices such as:

- Consulting with varied resources, including the State of Connecticut [DAS Supplier Diversity Program](#) to locate M/W/DisBEs;
- Allowing minority and small businesses to competitively bid against each other by soliciting for the trades-related work, materials, and non-trades-related services, or provide an explanation as to why the trades-related work, material, or non-trades-related service was not solicited to S/M/W/DisBEs;
- Using concise responses for bid results (avoid vague responses such as “did not bid” or “no response”; use responses to show follow-up);
- Soliciting bids only from those subcontractors and/or vendors who can provide the trades-related work, material, or non-trades-related service;
- Including all trades-related work, materials, and non-trades-related services within the company’s bidding process or provide an explanation with reference as to why the trades-related work, materials, and non-trades-related services were not solicited to S/M/W/DisBEs; and
- Breaking larger jobs into smaller packages.



State of Connecticut COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES

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The CHRO will also look for “red flags” that might show lack of good faith. These will be looked at on a case-by-case basis. These include, but are not limited to, the following:

- Incomplete submissions;
- Inaccurate submissions;
- Submissions lacking appropriate specificity;
- Soliciting companies, but not awarding any, for a specific package of trades-related work, materials, or non-trades-related services;
- Soliciting from contractors that do not actually provide the good or service needed;
- Soliciting companies that are geographically distance from the project and, therefore, unlikely to bid, in lieu of soliciting S/M/W/DisBEs in closer proximity;
- Failing to solicit for necessary trades-related work, materials, and non-trades-related services;
- Alleging solicitations to companies that were not actually solicited;
- Awarding a contractor that was not solicited;
- Unaccounted for contract money; and
- False submissions.



State of Connecticut COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES

Contract Compliance Unit– 450 Columbus Boulevard, Suite 2, Hartford, CT 06103

Promoting Equality and Justice for all People

IMPORTANT UPDATES TO STATE CONTRACT COMPLIANCE REQUIREMENTS

Effective October 1, 2025, Connecticut law has been updated to strengthen requirements for public works projects. Contractors and awarding agencies should review the changes below to ensure timely compliance.

Key Statutory Changes

- For public works contracts entered into after October 1st, plans will only need to be submitted when the state-funding is \$150,000 or more.
- Good Faith Efforts (GFE) Plans replace Set-Aside Plans and Affirmative Action Plans.
- Spending Allocation Goals (SAGs) replace prior set-aside percentages.
 - Until further changes go into effect July 1, 2026, goals will remain 25% of the state-funded contract value for SBEs and 6.25% of the state-funded contract value for MBEs.
 - Awarding agencies must notify CHRO of project SAGs when bids are released.

AT A GLANCE:

- Threshold for public works contracts raised to \$150,000
- Reduced Plan Requirements
- Monthly Monitoring Forms Eliminated

Plan Format:

- Plans will no longer require policy statements or internal/external communications be submitted.
- The sections on monitoring forms have been revised.
- For the most recent version of the plan template, please go to our [website](#).

Monthly Reports:

- Effective October 1, 2025, Monthly Reports will no longer be required for all projects, including those started prior to the effective date.

Compliance at Close-Out:

- Within 45 days of substantial completion, contractors must submit: subcontractor payment documentation, lien waivers, and any outstanding subcontract notifications.

Prompt Payment:

- General contractors must pay subcontractors within 15 days of the due date, unless there is a bona fide dispute.

Enforcement and Penalties:

- Failure to file plans, meet deadlines, or make good faith efforts will be subject to enforcement that may lead to:
 - Withholding of contract payments
 - Disqualification from future bidding
 - Civil penalties and legal action by CHRO

What's Next

- New forms and documentation requirements will be made available ahead of the July 1, 2026 implementation of project-specific goals.

PART 4 – GENERAL SPECIFICATIONS

NOTICE TO CONTRACTOR - GENERAL SPECIFICATIONS

Specifications for this project generally follow the State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction Form 819 for site specification organization.

NOTICE TO CONTRACTOR - INTERPRETATION OF FORM 819

The State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction Form 819 is used as a reference for this project. Whenever the specifications in Form 819, read "Commissioner" it shall be construed to mean "East Lyme First Selectmen". Wherever the specifications read "State" or "Owner" it shall be construed to mean "Town of East Lyme". Additional Definitions follow;

SECTION 1.01 – DEFINITION OF TERMS AND PERMISSIBLE ABBREVIATIONS

Under the following Article replace the definitions with the following:

Article 1.01.01 – Definitions:

DEPARTMENT: Shall mean the Town of East Lyme Public Works Department.

ENGINEER: Shall mean the Town of East Lyme Town Engineer or his/her agents.

TRANSPORTATION MANAGER OF CONTRACTS: Shall mean the Town of East Lyme Public Works Director or his/her agents.

DEPARTMENT'S ASSISTANT DISTRICT ENGINEER: Shall mean the Town of East Lyme Deputy Public Works Director or his/her agents.

NOTICE TO CONTRACTOR - PERMITS

The Town is responsible for obtaining an entry (encroachment) permit from the Department of Transportation for work within the State right-of-way. The Contractor is responsible to meet any CT DOT (encroachment) permit conditions.

Note: These plans and specifications have already been submitted to CT DOT. These plans were developed with input from the DOT. Any design issues or plan modifications required by DOT will be addressed by the Town.

Dam construction activities are governed under the CT DEEP Dam Safety Permit and has notified the U.S. Army Corps of Engineers of the project. The Town has obtained an Inland Wetlands and Watercourses Commission permit and Zoning Commission Special Permit for the Option 3 (Parking Lot) activities.

The cost for compliance with all necessary permits shall be included in the overall cost of the project to include traffic control and erosion control, etc. There will be no direct payment to the Contractor for permit compliance above the bid.

PART 5 – SPECIAL PROVISIONS

Part 5 – Special Provisions (Dam Safety Permit Provisions) Contents

Special Provisions

- 1) Summary of Work, Environmental Constraints and Phasing
- 2) 02500 Ext Ductile Iron Pipe and Fittings
- 3) 02510 Hydrants, Valves and Appartenances

Environmental Permits

- 4) DEEP Dam Safety Permit
- 5) DEEP Permit Flood Contingency Plan
- 6) DEEP NDDDB Determination

Summary of Work, Environmental Constraints, and Phasing

Overview

The plants dam rehabilitation project is set up to be executed in four phases. It is set up in that way to ensure that the project meets the funds available. As provided in the bid form the projects include the following.

Base Bid, which includes the clearing of trees at the dam and for the future parking area, the removal of debris from just behind the dam itself and the installation of permanent steel sheet piling behind the dam for structural support.

Option 1, which would be the next phase depending on funding includes the installation of temporary sheet piling, limited dewatering ,installation of the low-level outlet and repair of the concrete dam wall and retaining wall.

Option 2, includes the complete concrete refacing of the dam including rebar and installation of the eel passage along the eastern end of the dam.

Option 3, includes the final grading of the future parking area and stabilization of slopes.

In addition, the contractor must be aware and comply with the flood management plan, should such event occur.

More detailed discussion follows:

Base Bid

The base bid includes the removal of debris behind the dam to facilitate the sheet pile installation, the dewatering of the containerized debris within the staging area and then placement of the steel sheet piling is provided for on the plans. **One of the environmental constraints due to the presence of a bat species that is endangered is that tree clearing cannot be done after May 15th and cannot resume until after August 15th.** The first task upon award of the contract would be to establish environmental erosion and sedimentation controls sufficient to facilitate tree clearing within the project work limits. The trees must be felled by May 15th ,grubbing , stump removal, and activities can continue thereafter. In the remainder of base bid ,the contractor should establish all the environmental controls, anti-tracking pad and clear and grub a sufficient area for the setup of the debris dewatering operations after debris removal and for staging contractor equipment. Final grading and excavation for the parking lot is part of option 3 and not required during base bid activities.

Once all the appropriate environmental controls are installed, removal of debris can take place. The debris removal is done without dewatering the dam in any way. As envisioned the debris would be removed via an excavator or clamshell and would be placed in roll-off containers that can be moved to the staging area and allowed to drain through appropriate environmental controls back to the water body. Management of the pond overflow in the debris work areas can be achieved by installing sandbags on top of the dam and relocating them as the debris removal continues across the backside of the dam. It is important that the E&S controls be established so that no sediment or minor debris enters the three 60-inch culverts that go underneath Route 1. Once the debris removal is completed the placement of the permanent sheet piling can then occur. Once again there can be no dewatering for placement of the sheet pile. Sandbags can be used once again to control water in this specific sheet pile driving area. The sheet piles will be driven so that the top of the sheet pile will be flush with the top of the existing dam. If necessary, the contractor can leave the sheet piles a little higher, but they must be cut flush before the next phase of work can continue. Once one sheet piling is completed the contractor can then move on to Option 1 the construction of the low-level outlet and concrete repairs to the dam and the retaining wall.

Option 1

Option 1 activities will include the placement of temporary sheeting, the installation low level outlet piping, the removal of debris within this area down to the sediment line and repair of the dam wall and retaining wall. The area between the temporary sheet piles and the permanent sheet pile wall will be dewatered such that the low-level outlet can be installed and the dam wall and concrete retaining wall can be reconstructed or repaired in the dry. During this time period water flows over the dam must be maintained. In order to prevent water from entering the dewatered area the temporary sheet piling can be left higher than the normal water surface elevation and sandbags can be placed on top of the existing concrete dam to prevent water from circulating down the dam and into the dewatered area. Sufficient bypass pumping will be required to provide a dry work environment for the pipeline installation and concrete repairs. Once all the work in Option 1 is complete then option 2 activities can take place.

Option 2

Option 2 activities include the installation of reinforcing steel and placement of concrete facing over the historic concrete dam. In order to facilitate this the low-level outlet can be used to control the water level in the pond so that the work can be done in the dry. The pond water level can only be reduced by no more than one foot to provide for the construction to proceed. One of the first activities during this option is to saw cut 6 inches off the top of the dam. The dam elevation will remain the same before and after rehabilitation activities. Once this cut is made it will allow for the installation of concrete

between the sheet piling and the back of the dam and also for rebar connection between the wall behind the dam and the concrete surface facing of the top and the front of the dam. The concrete work can be done by normal concrete formwork and placement, or the contractor has the option to do shotcrete placement and smoothing of the dam's surface. In addition during this phase the construction of the eel passage will be done on the eastern end of the dam. In order to do this work some coordination with DEEP fisheries division may be required and should be anticipated. Once this work is completed and accepted the low flow outlet can be shut down and water can now be allowed to go over the dam as it normally does.

Option 3

Option 3 includes the final grading of the contractor, their staging area so that it can be used is a parking lot to facilitate the passive recreation component around the pond. The work included should complete final clearing and grubbing operations within the project limits as provided for on sheet C3 and SP-1. Appropriate erosion control should be in place before any final grading activities. Once final grades are achieved in compliance with the plans, stabilization of slopes with topsoil, seeding and fertilization can be done. Additional E&S controls may be required at the bottom of these slope areas so that the future parking surface is not covered in sediment from the slopes. Within the asphalt paved and gravel parking areas all organic material shall be removed and the sub-grade shall be compacted. Under the asphalt pavement a minimum of 8" of $\frac{3}{4}$ " processed aggregate shall be placed and compacted followed by 2" of Superpave 0.5 (binder) and 2" of Superpave 0.375 (top) bituminous concrete hot-mix asphalt. For the gravel portion of the parking area 8" minimum of $\frac{3}{4}$ " crushed stone aggregate shall be placed. A stone drainage level spreader shall be installed between the parking and driveway surface and the wetlands. See plans and details for Option 3 in SP-1 and SP-2 sheets prepared by the East Lyme Engineering Department.

SECTION 02500
EXTERIOR DUCTILE IRON PIPE AND FITTINGS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This section of the specification covers the furnishing, handling, hauling, laying, jointing, testing and disinfecting of all ductile iron pipe, including fittings and appurtenant work as indicated on the contract drawings and as specified.
- B. Piping shall be located substantially as shown on the drawing. The Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference between pipes or for other reasons.

1.02 MEASUREMENT AND PAYMENT

- A. Measurement and Payment for the work and materials specified in this section shall be made in accordance with the bid form.

1.03 SUBMITTALS

- A. Shop Drawings and/or brochures shall be submitted for all items to be furnished.
- B. Shop drawings shall be submitted for the ductile iron pipe, type of joint, fittings, couplings, filling rings, and lining and coating in accordance with specifications.
- C. Prior to shipment of pipe, submit a certified affidavit of compliance from the manufacturer stating the pipe, fittings, gaskets, linings and exterior coating for this project have been manufactured and tested in accordance with ANSI/AWWA and ASTM standards and requirements specified herein.

1.04 QUALITY ASSURANCE

- A. All pipe and fittings shall be inspected and tested at the foundry as required by the standard specifications to which the material is manufactured. The Contractor shall furnish, in duplicate to the Engineer, sworn certificates of such tests.
- B. In addition, the Owner reserves the right to have any or all pipe, fittings and special casting inspected and/or tested by an independent service at either the manufacturer's plant or elsewhere. Such inspection and/or tests shall be at the Owner's expense.
- C. For buried ductile iron pipelines, the Contractor shall use push-on joint type pipe. All fittings for push-on joint pipe shall have all bell mechanical joint ends. The pipe and fittings shall be cement lined and coated.
- D. Pipe shall be furnished with the necessary rubber gaskets.

- E. Delivery, storage and installation of pipe shall be strictly in accordance with manufacturers' instructions and specific layouts plans and details reviewed by the Engineer.

1.05 REFERENCES

The following standards form a part of this specification as referenced:

American Water Works Association (AWWA)

AWWA C104 Water	Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water
AWWA C110	Ductile-Iron and Gray-Iron Fittings, 2 inches through 48 inches, for Water and Other Liquids
AWWA C111	Rubber Gasket Joints for Ductile-Iron and Gray-Iron Pressure Pipe and Fittings
AWWA C116	Standard for Protective Fusion-Bonded Epoxy Coating for the Interior and Exterior Surfaces of Ductile-Iron and Gray-Iron Fittings
AWWA C150	Thickness Design for Ductile-Iron Pipe
AWWA C151	Ductile-Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds for Water and Other Liquids
AWWA C153	Ductile-Iron Compact Fittings, 3 inches through 12 inches, for Water and Other Liquids
AWWA C600	Installation of Ductile-Iron Water Mains
AWWA C651	Disinfecting Water Mains

PART 2 - PRODUCTS

2.01 DUCTILE IRON PIPE

- A. The Contractor shall use push-on joint type ductile iron pipe unless otherwise indicated on the plans.
- B. All ductile iron pipe shall be designed in accordance with AWWA C150 and shall be manufactured in accordance with AWWA C151.
- C. Ductile iron pipe shall be thickness Class 52.

- D. Pipe shall be manufactured in the United States of America.

2.02 JOINTS

- A. Push-on joints for ductile iron pipe shall conform to AWWA C111.
- B. Restrained joint pipe shall be TR FLEX as manufactured by the United States Pipe and Foundry Company or approved equal.
- C. Where so indicated pipe and fittings shall be furnished with approved joint restraining appurtenances to keep the piping from pulling apart under pressure.

2.03 FITTINGS

- A. Fittings shall conform to the requirements of AWWA C110 or C153 as appropriate and shall be of a pressure classification at least equal to that of the pipe with which they are used.
- B. The Contractor shall use ductile iron fittings.
- C. Unless otherwise indicated, fittings shall have all bell mechanical joint ends.
- D. Fittings shall be manufactured in the United States of America.

2.04 GASKETS, NUTS, AND BOLTS

- A. Gaskets, nuts and bolts shall be of a composition suitable for exposure to the liquid within the pipe.

2.05 LINING AND COATING

- A. The interior of ductile iron pipe and fittings shall be given a cement lining and bituminous seal coat in accordance with AWWA C104 and NSF 61. The thickness of the lining shall be double that specified in AWWA C104.
- B. The exterior of ductile iron pipe and fittings shall be coated with the standard bituminous coating specified under the appropriate AWWA Standard Specification for pipes.
- C. Machined surfaces shall be cleaned and coated with a suitable rust preventative coating at the shop immediately after being machined.

2.06 FLEXIBLE COUPLINGS

- A. All sleeve-type couplings and accessories shall be of a pressure rating at least equal to that of the pipeline in which they are to be installed.

- B. Sleeve-type couplings shall be manufactured in the United States and shall be Hymax, Romac HP, or equivalent product as approved by the Engineer.
- C. The couplings shall be provided with galvanized steel bolts and nuts.
- D. Couplings shall be provided with gaskets of a composition suitable for exposure to the liquid within the pipe.

2.07 JOINT RESTRAINTS

- A. Thrust restraint glands shall be used on all mechanical joint fittings, valves and sleeves. The thrust restraint system shall incorporate individually activated gripping surfaces integral to the follower gland that makes up the mechanical joint.
- B. Glands shall be manufactured of ductile iron conforming to ASTM A536. Gland dimensions shall be such that they can be used with standard mechanical joint bells and tee head bolts conforming to the latest revision of ANSI/AWWA A21.11/C111 and ANSI/AWWA A21.53/C153. Twist-off nuts sized the same as tee-head bolts shall be used to insure proper actuating of restraining devices. The mechanical joint restraint shall have a working pressure of at least 150 psi with a minimum safety factor of 2:1.
- C. Glands shall be specifically designed for use with mechanical joint ductile iron pipe, fittings and valves. Glands shall be Series 1100 MEGALUG by EBBA Iron, East Land, Texas or approved equal.
- D. Joint restraint systems shall be manufactured in the United States of America.

2.08 BOLT-THRU MECHANICAL JOINT RESTRAINT

- A. Bolt-thru mechanical joint restraint shall be used on all mechanical joint to mechanical joint connections.
- B. Mechanical joint valves and fittings shall be connected using a bolt-thru positive restraint mechanism manufactured of ductile iron conforming to ASTM A536, 65-45-12. The positive restraint device shall connect the valves and/or fittings at a linear distance not to exceed three (3) inches and without attachment to pipe.
- C. The bolt-thru mechanical joint restraint shall come complete with all accessories including standard styrene butadiene rubber, mechanical joint gaskets conforming to the lastet version of AWWA C111/ASTM F-477 and weatheirng steel bolts conforming to AWWA C111/A21.11 and ASTM A242. Nuts shall be SAE Grade Steel with black oxide coating.
- D. The bolt-thru mechanical joint restraint shall be coated with NSF 61 asphaltic seal coating in accordance with ANSI/AWWA C104/A21.4.

- E. The bolt-thru mechanical joint restraint shall be manufactured in the US and shall be Infact Corporation Foster Adapter of approved equal.

2.09 SOLID SLEEVES

- A. Solid sleeves shall be long body type, cast iron with mechanical joints. All sleeves shall conform to the weights and dimensions shown in the latest edition of the DIPRA Handbook of Ductile Iron Pipe and come complete with all joint accessories. They shall be as manufactured by Clow Corporation or equal. Solids sleeves shall be manufactured in the United States of America.

PART 3 EXECUTION

3.01 INSPECTION BEFORE INSTALLATION

- A. Pipes and fittings shall be subjected to a careful inspection and a hammer test just before being laid or installed.

3.02 HANDLING AND CUTTING

- A. The iron used for pipe and fittings and the cement linings are comparatively brittle. Every care shall be taken in handling and laying pipe and fittings to avoid damaging the pipe and linings, scratching or marring machined surfaces, and abrasion of the pipe coating or lining.
- B. Any fitting showing a crack and any fitting or pipe which has received a severe blow that may have caused incipient fracture, even though no such fracture can be seen, shall be marked as rejected and removed at once from the work.
- C. In any pipe showing a distinct crack, and in which it is believed there is no incipient fracture beyond the limits of the visible crack, the cracked portions, if so approved, may be cut off by and at the expense of the Contractor before the pipe is laid so that the pipe used will be perfectly sound. The cut shall be made in the sound barrel at a point at least 12 inches from the visible limits of the crack.
- D. Except as otherwise approved, all cutting shall be done with a machine suitable for cutting ductile iron pipe. Hydraulic squeeze cutters are not acceptable for cutting ductile iron pipe. Travel type cutters or rotary type abrasive saws may be used. All cut ends shall be examined for possible cracks caused by cutting.
- E. Damage to the lining of pipe or fittings will render them unfit for use; the utmost care in handling and installing lined and coated pipe and fittings to prevent damage shall be used. Protective guards shall not be removed until the pipe is to be installed.
- F. Lined and coated pipe and fittings shall be installed as, and assembled with approved packing or gaskets of the type recommended by the pipe manufacturer for the particular lining used.

3.03 DEPTH

- A. The pipe shall be installed with a minimum of 5'-0" of cover, unless specifically indicated otherwise on the plans or directed by the Engineer.

3.04 PIPE AND FITTINGS

- A. No defective pipe or fittings shall be laid or placed in the piping, and any piece discovered to be defective after having been laid or placed shall be removed and replaced by a sound and satisfactory piece.
- B. Each pipe and fitting shall be cleared of all debris, dirt, etc., before being laid and shall be kept clean until accepted in the complete work.
- C. Pipe and fittings shall be laid accurately to the lines and grades indicated on the drawings or as required. Care shall be taken to ensure good alignment both horizontally and vertically.
- D. In buried pipelines, each pipe shall have firm bearing along its entire length.
- E. Castings to be encased in masonry shall be accurately set, with the bolt holes, if any, carefully aligned. Immediately prior to being set, castings shall be thoroughly cleaned of all rust, scale and other foreign material.

3.05 TEMPORARY PLUGS

- A. At all times when pipe laying is not actually in progress, the open ends of pipe shall be closed by temporary watertight plugs or by other approved means. If any water is in the trench when work is resumed, the temporary plug shall not be removed until all danger of water entering the pipe has passed.

3.06 PUSH-ON JOINTS

- A. Joining of push-on joint pipe shall conform to AWWA C600.
- B. If effective sealing of the joint is not attained, the joint shall be disassembled, thoroughly cleaned, a new gasket inserted and joint reassembled.
- C. Deflection of alignment at a joint shall not exceed the appropriate permissible deflection as specified in the following table. These values indicate the maximum permissible deflection for 18-foot lengths. Maximum permissible deflections for other lengths shall be in proportion to such lengths.

Pipe Deflection Allowances

Maximum permissible deflection, inches

<u>Diameter of Pipe (inches)</u>	<u>Push-on Joint</u>
3-12	19
14-24	11

3.07 MECHANICAL JOINTS

- A. Assembling of fittings with mechanical joint ends shall conform to AWWA C600.
- B. If effective sealing of the joint is not attained at the maximum torque indicated in the above standard, the joint shall be disassembled and thoroughly cleaned, then reassembled. Bolts shall not be overstressed to tighten a leaking joint.
- C. The deflection of alignment at a joint shall not exceed the appropriate permissible deflection as specified in the following table. These values indicate the maximum permissible deflection for 18-foot lengths. Maximum permissible deflections for other lengths shall be in proportion to such lengths.

Pipe Deflection Allowances

Maximum permissible deflection, inches

<u>Diameter of Pipe (inches)</u>	<u>Mechanical Joint</u>
6	27
8-12	20
16	13.5

3.08 SLEEVE-TYPE COUPLINGS

- A. Pipe ends shall be cleaned thoroughly for a distance of eight inches. Soapy water may be used as a gasket lubricant. A follower and gasket, in that order, shall be slipped over each pipe to a distance of about 6 inches from the end, and the middle ring shall be placed on the already laid pipe and until it is properly centered over the joint. The other pipe end shall be inserted into the middle ring and brought to the proper position in relation to the pipe already laid. The gaskets and followers shall then be pressed evenly and firmly into the middle ring flares.
- B. After the bolts have been inserted and all nuts have been made up fingertight, diametrically opposite nuts shall be progressively and uniformly tightened all around the joint, preferably by the use of a torque wrench of the appropriate size and torque for the bolts. The correct torque, as indicated by a torque wrench, shall not exceed 90 foot-lb.

3.09 FLUSHING, TESTING AND DISINFECTION

- A. Ductile iron pipe and fittings shall be tested and disinfected in accordance with standard practice for potable water service.

END OF SECTION

SECTION 02510
HYDRANTS, VALVES AND APPURTENANCES

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. This section of the specification covers the furnishing and installation of all outside hydrants, valves and appurtenances as indicated on the drawings and as specified herein. Pipe and couplings shall be specified under the appropriate pipe sections.

1.02 MEASUREMENT AND PAYMENT

- A. Measurement and Payment for the work and materials specified in this section shall be made in accordance with the bid form.

1.03 SUBMITTALS

- A. Shop Drawings and/or brochures shall be submitted for all items to be furnished.
- B. Shop drawings shall be submitted for the hydrants, valves and appurtenances indicating type of joint, and lining and coating, etc., in accordance with the specifications.

1.04 REFERENCES

- A. The following standards form a part of this specification as referenced:

American Society for Testing and Materials (ASTM)

- ASTM A48 Gray Iron Castings
- ASTM A126 Gray Iron Castings for Valves, Flanges, and Pipe Fittings
- ASTM B62 Composition Bronze or Ounce Metal Castings

American Water Works Association (AWWA)

- AWWA C500 Gate Valves, 3 through 48-inch NPS, For Water and Sewage Systems
- AWWA C502 Dry-Barrel Fire Hydrants
- AWWA C509 Resilient-Seated Gate Valves, 3 through 12-inch NPS, for Water and Sewage Systems
- AWWA C550 Protective Interior Coatings for Valves and Hydrants

AWWA C600 Installation of Ductile Iron Water Mains and Appurtenances

AWWA C800 Underground Service Line Valves and Fittings

Federal Specifications (FS)

FS TT-V-51F Varnish, Asphalt

1.05 QUALITY ASSURANCE

- A. Perform work in accordance with all requirements of the Owner.
- B. The Owner reserves the right to have any or all valves, hydrants and special castings inspected and/or tested by an independent service at either the manufacturer's plant or elsewhere. Such inspection and/or tests shall be at the Owner's expense.
- C. Valves: Manufacturer's name and pressure rating marked on valve body.
- D. Valves, hydrants and appurtenances shall be manufactured in the United States of America.

1.06 DELIVERY, STORAGE, AND INSTALLATION

- A. Delivery, storage and installation of the products mentioned in Part 2 shall be strictly in accordance with manufacturer's instructions and specific layout plans and details reviewed by the Engineer.
- B. Deliver and store valves, hydrants and appurtenances in shipping containers with labeling in place.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Unless otherwise indicated, all valves shall open left (counter clockwise), and hydrants shall be painted in accordance with the local water department existing hydrant colors.

2.02 HYDRANTS

- A. Hydrants shall be either Mueller Super Centurion 250, Kennedy K81D Guardian, or American Darling – B84B
- B. Hydrants shall be center stem type and in accordance with AWWA Standard C502.

- C. Hydrants shall be compression type with the main valve opening with the water pressure, and have a rising stem to positively indicate open or closed position.
- D. Hydrant shall be furnished with frangible break flange and break coupling at the ground line.
- E. Hydrant must open to left (counter clockwise) and must be marked with an arrow and the word “open” to indicate the direction to turn the stem to open the hydrant.
- F. Copper Alloy Stem Threads shall be located below the main valve to eliminate the necessity of lubrication and in case of damage to the hydrant, the main valve will remain mechanically closed.
- G. Hydrants shall be designed to permit the removal of all working parts without special tools or wrenches.
- H. Hydrants shall have automatic drain, independent of the main valve. Automatic drain shall provide the ability to remove or adjust without shutting off water, and can be cleaned without digging.
- I. Hydrant shall have minimum valve opening of 5-1/4” diameter, and a shoe inlet 6”.
- J. Hydrants shall be designed for 150 psi service pressure.
- K. All iron work to be left above ground shall be shop painted with two coats of paint of quality and color to correspond to the present standard of the Owner.
- L. Hydrants shall be hydrostatically tested as specified in AWWA C502.

2.02 YARD HYDRANT

- A. Yard Hydrants shall be Total Eclipse #1 Yard Hydrant by Kupferle or approved equal with 1” MIP Inlet and 1” MIP Outlet.

2.03 RESILIENT SEAT GATE VALVES

- A. Resilient seat, wedge type gate valves shall be manufactured to meet all applicable requirements of AWWA C509. Valves 12 inches and smaller shall be bubble-tight at 200 psi water working pressure, tested in both directions. Valves shall open left (counter clockwise) and shall be Mueller, Kennedy or Clow Corp.
- B. Valve bodies shall be of cast (or ductile) iron and shall have non-rising threaded bronze stems acting through a bronze stem nut. Opening nuts shall be 2 inches square and shall open as specified above. All buried valves shall have mechanical joint ends.
- C. Valve wedges shall be of cast (or ductile) iron with resilient seating surfaces permanently bonded to the wedges in strict accordance with ASTM D429 or attached

to the face of the wedges with stainless steel screws. Each valve shall have a smooth, unobstructed water way free from sediment pockets.

- D. Valves shall have low friction, torque-reduction thrust bearings. O-rings and gaskets shall be removable without taking the valves out of service.
- E. A non-toxic epoxy coating which is safe for potable water and NSF 61 rated shall be factory applied to exterior and interior valve surfaces. Coating shall conform to AWWA C-550 requirements.

2.04 VALVE BOXES AND EXTENSIONS

- A. When there is more than six feet of cover, valve operators shall have a stainless steel non-rising extension stems, which raise the operating nut to a depth of approximately 4 feet below grade. The extension stem shall have a centering support ring on the upper end. The lower socket shall be tapped with a stainless steel set screw into the valve nut to prevent the extension stem from lifting off the valve nut.
- B. Each valve shall be provided with a box, which has a close fitting cover and is substantially dirt-tight. The top of the cover shall be flush with the top of the box rim. The word "WATER" or "SEWER" as appropriate, shall be cast in the top of the cover. Valve boxes shall be Clow Corporation, Tyler Union and Bingham & Taylor with 24-inch top section and 30-inch bottom section. Each valve box and cover shall weigh at least 100 pounds.
- C. Valve boxes shall be of cast iron and of the adjustable sliding, heavy pattern type. They shall be so designed and constructed as to prevent direct transmission of traffic loads to the pipe or valve. The upper or sliding section of the box shall be provided with a flange having a sufficient bearing area to prevent undue settlement. The lower section of the box shall be designed to enclose the operating nut and stuffing box of the valve and to rest on the backfill. The boxes shall be adjustable through at least 6 inches vertically without reduction of lap between sections to less than 4 inches.
- D. The inside diameter of the boxes shall be at least 5-1/4 inches, and the lengths shall be as necessary to suit the ground elevation and the depth of each valve operator, regardless of the depth of the cover.

2.05 WATER SERVICE MATERIALS

- A. All water service materials, which shall include but is not limited to corporation cocks, curb stops, couplings, adapters, and fittings shall have compression type connections. Castings shall be sufficiently heavy to meet all service conditions without springing or leaking and be clean and free from roughness both inside and out. Waterways shall be smooth, full size and free from obstruction. All threads shall be cut sharp, clean and true. The Owner is standardized on the manufacturers specified herein. Materials shall be NSF-61 certified and meet the lead free standards of ANSI-NSF 372 for Drinking Water System Components – Lead Content.

- B. Polyethylene (PE) tubing shall be furnished in accordance with the requirements of AWWA Standards C800. Tubing shall be colored blue and rated for 200 psi minimum. Tubing shall be approved for use with potable water. Connections shall be direct taps with no saddles.
- C. Corporation cocks shall be furnished in accordance with the requirements of AWWA Standard C-900-89 and shall be Mueller, Red Hed, Ford or approved equal. Corporations less than 2-inch shall be threaded into the water main. Corporations of 2-inch or larger shall use a saddle.
- D. Service saddles shall be Smith-Blair Type 313, double strap and epoxy coated or approved equal.
- E. Curb stops shall be pack joint, standard compression and non-draining. All curb stops shall be open left.
- F. Service boxes shall be Erie Style 1" diameter with arch base, 24" stainless steel operating rod, and pentagon cover. Manufactured in the USA.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. All valves shall be carefully installed and supported in their respective positions free from distortion and strain. Care shall be taken to prevent damage or injury to the valves and appurtenances during handling and installation.
- B. All material shall be carefully inspected for defects in workmanship and all debris and foreign material cleaned out of valve openings and seats. All mechanisms shall be operated to check for proper functioning, and all nuts and bolts checked for tightness.
- C. Valves and other equipment, which do not operate easily or are otherwise defective shall be repaired or replaced at the Contractor's expense.
- D. Hydrant shall be set plumb. Earth fill shall be carefully tamped around the hydrants to a distance of 4 feet on all sides of the hydrant, or to the undisturbed trench face, if less than 4 feet. Hydrants and connecting pipe shall have at least the same depth of cover as the distributing main. The hydrant shall be set upon a layer of stone or a slab of concrete not less than 4 inches thick and 15 inches square. The side of the hydrants opposite the pipe connections shall be firmly wedged against the vertical face of the trench with a concrete thrust block as indicated on the drawings.
- E. Not less than 7 cubic feet of broken stone shall be placed around the base of the hydrants at the location of the drain holes. Backfill around the hydrants shall be thoroughly compacted to the grade line in a satisfactory manner. Hydrants shall have the interiors cleaned of all foreign matter before installation, and shall be inspected in the open and closed positions.

- F. The body of the hydrant shall be of sufficient length to allow the hydrant to be set at the proper elevation, as shown on the drawings. Extensions shall be furnished and installed at the Contractor's expense, when required for greater depths.
- G. Valve boxes shall be set plumb and centered directly over the operating nut of the valves. Earth fill shall be carefully tamped around the valve box to a distance of 4 feet on all sides of the box or to the undisturbed trench face, if less than 4 feet.
- H. All proposed gate valves shall be fully restrained in accordance with the "Minimum Restrained Length" requirements shown on the Drawings. Specifically, the "Minimum Restrained Length" requirements shown for "Dead Ends" shall apply to the proposed gate valves, in both directions.

3.02 SERVICE/SAMPLE LINE CONNECTIONS

- A. Provide all necessary water service materials required to complete the installation of water service/sample line connections.
- B. Water service/sample line connection Work shall only be initiated after the new pipeline has been successfully pressure and leakage tested, disinfected and approved for service by the Owner.
- C. Only "wet taps" shall be made on the new pipeline(s) unless written approval is obtained from the Engineer to use dry taps. Service connections less than 2-inch shall be threaded into the water main. Service connections of 2-inch or larger shall use a saddle
 1. Pipe shall be tapped in accordance with the manufacturer's latest published recommendations in regard to but not limited to depth of tap and allowable sizes.
 2. Drills and/or taps shall be inspected frequently for signs of wear. Do not exceed the number of taps specified by the manufacturer before reconditioning or replacing drills and/or taps.
- D. Water service/sample line pipe shall be installed to a minimum depth of 5 feet and laid in a straight line wherever practicable to the structure to be serviced or to the point of termination.

3.03 DISINFECTION OF WATER PIPING SYSTEM

- A. Flush and disinfect system, inclusive of valves and hydrants, in accordance with standard practice for potable water service.



Town of East Lyme
P.O. Box 519
East Lyme, CT 06333
Attn: Alexander Klose, Deputy Public Works Director
via email: aklose@eltownhall.com

Application No.: DS-202503640
Town: East Lyme
Waters: Fourmile River
Permit type: Dam Safety
Project: Plants Dam (DEEP ID #4520; Hazard Class A, Low Hazard Potential)

Dear Mr. Klose:

The Commissioner of the Department of Energy and Environmental Protection has approved your application to conduct certain regulated activities. Your attention is directed to the conditions of the enclosed permit. You should read your permit carefully. Construction and other work must conform to that which is authorized. Please pay particular attention to items 15 and 16, which state conditions specific to the project site.

If you have not already done so, you should contact your local Planning and Zoning Office and the U. S. Army Corps of Engineers to determine local and federal permit requirements on your project, if any. Please mail your requests the Corps' New England District, Regulatory Branch, 696 Virginia Road, Concord, MA 01742-2751; <http://www.nae.usace.army.mil/> or call 1-800-343-4789.

Please do not file the permit on the municipality's Land Records.

If you have any questions concerning your permit, please contact me at 860-424-3695 or Akhila.Mirza@ct.gov.

March 5, 2026
DATE

Akhila Mirza

Akhila Mirza, Civil Engineer III
Dam Safety Program
Water Planning & Management Division

COPIES FURNISHED TO:

Sebastian Amenta, P.E., Comprehensive Environmental Inc. samenta@ceiengineers.com
D. Cunningham, Town of East Lyme Chief Executive Officer dcunningham@eltownhall.com



PERMIT

Permittee: Town of East Lyme
Permit No: DS-202503640
Town: East Lyme
Project: Plants Dam (DEEP ID #4520; Hazard Class A, Low Hazard Potential)
Waters: Fourmile River, Goodwins Pond

Pursuant to Connecticut General Statutes Section 22a-403, the Commissioner of Energy and Environmental Protection (“Commissioner”) hereby grants a permit to The Town of East Lyme (“the Permittee”) to conduct regulated activities associated with Plants Dam. The purpose of said activities is to repair an existing dam.

AUTHORIZED ACTIVITY

Specifically, the permittee is authorized to do the following: removal of woody debris directly behind the existing dam wall, installing steel sheet piles behind the dam wall, construction of a low-level outlet for maintenance purposes, and concrete repairs to the face of the dam.

There will be a permanent impact of 165 square feet (sf) and a temporary impact of 2,516 sf for a total of approximately 2,681 sf of impact to the Fourmile River and the associated wetlands.

All activities shall be conducted in accordance with plans entitled: “Plants Dam Rehabilitation, East Lyme, CT” dated December 17, 2024 with supplemental sheets C-3 and C-4 submitted on July 17, 2025 prepared by Sebastian Amenta, P.E. from Comprehensive Environmental Inc., and submitted as a part of the application.

This authorization constitutes the licenses and approvals required by Section 22a-403 of the Connecticut General Statutes. This authorization is subject to and does not derogate any present or future property rights or other rights or powers of the State of Connecticut, conveys no property rights in real estate or material nor any exclusive privileges, and is further subject to any and all public and private rights and to any federal, state, or local laws or regulations pertinent to the property or activity affected thereby.

The permittee's failure to comply with the terms and conditions of this permit shall subject the permittee, including the permittee's agents or contractor(s) to enforcement actions and penalties as provided by law.

This authorization is subject to the following conditions:

CONDITIONS:

1. **Expiration.** This permit shall expire three (3) years following the date of issue.
2. **Construction Commencement and Completion.** If construction of any structures or facilities authorized herein is not completed within three years of issuance of this permit or within such other time as may be provided by this permit, or if any activity authorized herein is not commenced within three years of issuance of this permit or within such other time as may be provided by this permit, this permit shall expire three years after issuance or at the end of such time as may be authorized by the Commissioner.
3. **Notification of Project Initiation.**
 - a. The permittee shall notify the Commissioner in writing no less than seven (7) days prior to commencement of permitted activities and no less than seven (7) days following completion of permitted activities.
 - b. The permittee shall, pursuant to Section 22a-377(b)-1(a)(16)C of the Regulations of Connecticut State Agencies, notify the Commissioner and any potentially affected water company in writing at least seven (7) days prior to the lowering of Goodwins Pond for the purpose of undertaking permitted activities.
 - c. The Department of Energy and Environmental Protection (DEEP) Fisheries Division shall be separately notified at least forty-eight (48) hours prior to drawdown of the impoundment, in accordance with Section 26-138 of the Connecticut General Statutes. Such notification shall be made to the Fisheries Division, 79 Elm Street, Hartford, CT 06106-5127, Telephone No. 860-424-3474.
4. **De minimis Alteration.** The permittee may not make any alterations, except de minimis alterations, to any structure, facility, or activity authorized by this permit. A de minimis alteration means a change in the design, construction or operation authorized under this permit that does not increase environmental impacts or substantively alter the construction of the project as authorized. If during the process of construction, unforeseen conditions are found on the site and the permittee and their engineer determine that it would be appropriate to modify the design, then the permittee shall notify DEEP within 24 hours of any potential design changes. DEEP shall determine if the design modifications will be an activity that can be categorized as a de minimis activity when compared to the permitted design. No work shall take place which was not included as part of the permitted design until DEEP responds to this determination request.
5. **Maintenance of Structures.** All structures, facilities, or activities constructed, maintained, or conducted pursuant hereto shall be consistent with the terms and conditions of this permit, and any structure, facility or activity not specifically authorized

by this permit, or exempted pursuant to Section 22a-377 of the Connecticut General Statutes or Section 22a-377(b)-1 of the Regulations of Connecticut State Agencies, or otherwise exempt pursuant to other Connecticut General Statutes, shall constitute a violation hereof which may result in modification, revocation or suspension of this permit or in the institution of other legal proceedings to enforce its terms and conditions.

6. **Accuracy of Documentation.** In issuing this permit, the Commissioner has relied on information provided by the permittee. If such information was false, incomplete, or misleading, this permit may be modified, suspended or revoked and the permittee may be subject to any other remedies or penalties provided by law.
7. **Best Management Practices & Notification of Adverse Impact.** The permittee shall utilize engineered erosion and sediment controls to prevent pollution of wetlands and watercourses in accordance with Best Management Practices. Best Management Practices include, but are not limited to, the *Connecticut Guidelines for Soil Erosion and Sediment Control*¹ as revised, the *Connecticut Stormwater Quality Manual*² as revised, the Department of Transportation's *ConnDOT Drainage Manual* as revised, and the Department of Transportation Standard Specifications as revised.

The permittee shall deploy controls prior to the commencement of construction, and regularly inspect and maintain controls as needed for effectiveness. Said controls shall be inspected by the permittee for deficiencies at least once per week and immediately after each rainfall and at least daily during prolonged rainfall. The permittee shall correct any such deficiencies within forty-eight (48) hours of said deficiencies being found.

The permittee shall immediately inform the Commissioner of any adverse impact or hazard to the environment which occurs or is likely to occur as the direct result of the construction, maintenance, or conduct of structures, facilities, or activities authorized herein.

Drawdown of Goodwins Pond shall be limited in extent and duration to that necessary to complete the permitted activities.

8. **Reporting of Potential Violations.**
 - a. The permittee shall, no later than 48 hours after the permittee learns of a violation of this permit, report in writing to the Commissioner. Such written report shall contain the following information, and be submitted to DEEP.DamSafety@ct.gov:

¹ For guidance on the use of erosion and sediment controls, refer to the *2024 Connecticut Guidelines For Soil Erosion and Sediment Control* document. URL: [sescg_cleanfinal.pdf](#)

² For guidance on Stormwater Quality, refer to the *2024 Connecticut Stormwater Quality Manual*. URL: [Connecticut Stormwater Quality Manual](#)

- a. The provision(s) of this permit that has been violated;
- b. The date and time the violation(s) was first observed and by whom;
- c. The cause of the violation(s), if known
- d. If the violation(s) has ceased, the duration of the violation(s) and the exact date(s) and times(s) it was corrected;
- e. If the violation(s) has not ceased, the anticipated date when it will be corrected;
- f. Steps taken and steps planned to prevent a reoccurrence of the violation(s) and the date(s) such steps were implemented or will be implemented; and
- g. The best telephone number where DEEP can reach the engineering consultant in a timely manner.

9. **Material Storage in the Floodplain.** The storage of any materials at the site which are buoyant, hazardous, flammable, explosive, soluble, expansive, radioactive, or which could in the event of a flood be injurious to human, animal or plant life, below the elevation of the five-hundred (500) year flood is prohibited. Any other material or equipment stored at the site below said elevation by the permittee or the permittee's contractor must be firmly anchored, restrained or enclosed to prevent flotation. The quantity of fuel stored below such elevation for equipment used at the site shall not exceed the quantity of fuel that is expected to be used by such equipment in one day.
10. **Permit Transfer.** This permit is not transferable without the prior written consent of the Commissioner.
11. **Contractor Notification.** The permittee shall give a copy of this permit to the contractor(s) who will be carrying out the activities authorized herein prior to the start of construction and shall receive a written receipt for such copy, signed and dated by such contractor(s). The permittee's contractor(s) shall conduct all operations at the site in full compliance with this permit and, to the extent provided by law, may be held liable for any violation of the terms and conditions of this permit.
12. **Certification of Documents.** Any document, including but not limited to any notice, which is required to be submitted to the Commissioner under this permit shall be signed by the permittee or a responsible corporate officer of the permittee, a general partner of the permittee, and by the individual or individuals responsible for actually preparing such document, each of whom shall certify in writing as follows:

“I have personally examined and am familiar with the information submitted in this document and all attachments thereto and I certify that based on reasonable investigation, including my inquiry of the individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief. I understand that a false statement in the submitted information may be punishable as a criminal offense in accordance with Section 22a-6 of the General

Statutes, pursuant to Section 53a-157b and in accordance with any other applicable statute.”

- 13. Submission of Documents.** Any document or notice required to be submitted to the Commissioner under this permit shall, unless otherwise specified in writing by the Commissioner, be directed to:

DEEP.DamSafety@ct.gov

The date of submission to the Commissioner of any document required by this permit shall be the date such document is received by the Commissioner. The date of any notice by the Commissioner under this permit, including but not limited to notice of approval or disapproval on any document or other action, shall be the date such notice is personally delivered or the date three days after it is mailed by the Commissioner, whichever is earlier. Except as otherwise specified in this permit, the word "day" means any calendar day. Any document or action which is required by this permit to be submitted or performed by a date which falls on a Saturday, Sunday or legal holiday shall be submitted or performed by the next business day thereafter.

- 14. Rights.** This permit is subject to and does not derogate any rights or powers of the State of Connecticut, conveys no property rights or exclusive privileges, and is subject to all public and private rights and to all applicable federal, state, and local law. In constructing or maintaining any structure or facility or conducting any activity authorized herein, the permittee may not cause pollution, impairment, or destruction of the air, water, or other natural resources of this State. The issuance of this permit shall not create any presumption that this permit should be renewed.

15. Dam Safety Conditions

- a. This permit and a copy of the approved plans and specifications shall be kept at the project site and made available to the Commissioner at any time during the construction of permitted activities.
- b. Permitted activities shall be performed under the supervision of an engineer who is licensed to practice in the State of Connecticut and who has expertise in dam construction. Said engineer shall, upon completion of the permitted activities, certify to the Commissioner in writing that the permitted activities have been completed according to the approved plans and specifications.
- c. Within thirty (30) days of completion of the permitted activities, permittee shall submit to the Commissioner record drawings depicting the dam construction as completed, including any deviations from the approved plans and specifications. Said drawings shall be prepared and sealed by the engineer who oversaw the construction. In addition, the permittee shall arrange for submission of an electronic copy of the final record drawings in Adobe Acrobat “pdf” format.

- d. Nothing in this chapter and no order, approval or advice of the Commissioner, shall relieve any owner or operator of this dam from his legal duties, obligations and liabilities resulting from such ownership or operation. No action for damages sustained through the partial or total failure of any structure or its maintenance shall be brought or maintained against the state, the Commissioner of Energy and Environmental Protection, or his employees or agents.
- e. The Sequence of Construction and Water Handling Plan provided in the application shall be reviewed by the contractor repairing the dam. If the plan is revised or updated, a copy of the revised plan must be submitted to the Dam Safety Program at its email address: DEEP.DamSafety@ct.gov before beginning repair or within 48 hours of its revision after the work has started.
- f. The flood contingency plan submitted with the application shall be reviewed by the contractor and if any revisions are made to the plan, a copy of the revised plans must be submitted to the Dam Safety Program at DEEP.DamSafety@ct.gov within 48 hours.

16. Land and Water Resources Conditions

- a. Downstream Flow Maintenance. The permittee shall maintain flow in the Fourmile River downstream of Plants Dam throughout the project, minimum flows should not drop below the Q80.
- b. Eel Passage. The permittee shall install eel passage on the dam as shown on the plan sheet C-5 titled "Cross Sections & Details" dated December 17, 2024 and prepared by Comprehensive Environmental Incorporated.
- c. Management of Materials. Any dredged/excavated sediment removed from the site shall be managed in accordance with all federal, state, and local requirements, including Chapter 446K Water Pollution Control, Chapter 445 Hazardous Waste, and Chapter 446d Solid Waste of the Connecticut General Statutes.
- d. Water Handling and Erosion & Sedimentation Controls. If final water handling and/or erosion & sedimentation controls vary from that shown on the plans approved herein, the Permittee shall submit, at least two weeks prior to the commencement of work and for the Commissioner's review and written approval, a final water handling and/or erosion & sedimentation control plan.

Issued by the Commissioner of Energy and Environmental Protection on:

March 5, 2026

Date



Brian Thompson
Acting Bureau Chief
Water Protection and Land Reuse

Attachment F

Construction Flood Contingency Operation Plan

All contractors working in floodplain areas will be responsible for ensuring that all materials and equipment are appropriately protected from potential flooding impacts. All equipment and supplies are to be stored in the staging area during all phases of work, located North and East of Plants Dam outside the 100-year flood zone (see Proposed Conditions Plan, Contractor Staging Area). Additional measures will be implemented as needed to prevent the migration of sediment from unstable areas. The project construction contractor will be responsible to stay apprised of weather conditions that may indicate a thread of flooding by monitoring the National Weather Service as well as local weather, and will inform all subcontractors of the threat of a flooding emergency. Prior to the start of construction activities in floodplains, construction contractor will provide, but is not limited to the following:

- Name, address and telephone number of the construction contractor, including emergency numbers;
- Method(s) of determining when a threat of flooding exists, including NOAA National Weather Service and local weather forecasts;
- Notification procedure for Emergency Response/First Responders coordination.
- Notification procedure for on-site personnel, any subcontractors, the project proponent, and other off-site personnel that require notification, including all pertinent information required for contact (e.g., emergency/weekend telephone numbers);
- A procedure to ensure that, to the greatest extent possible, all construction materials which are not anchored, restrained or otherwise secure are removed from flood prone areas and/or protected from flood damage;
- A procedure to address the site after a flood event and identify and mitigate any damage sustained.

Emergency Response Contact Information:

Contractor – TBD

On-Site Personnel – TBD

Off-Site – Personnel - TBD

East Lyme Emergency Management - 860-739-4434

Flanders Fire Station - 860-739-6968

East Lyme Public Works Department - 860-691-4118

State Emergency Operations Center (SEOC) - 860-529-6893

Department of Energy and Environmental Protection (DEEP) Dam Safety - 860-424-3706

The minimum response to a flooding event should include removal of all equipment, materials, and personnel from the floodplain. The contractor is responsible for having the equipment and personnel available to respond to flood events or early signs of levee compromise or breach. If evidence of compromise is evident, contractor will coordinate with the Town to make a determination about the extent of the problem and will proceed with response actions.

Sequence of Work:

1. Construction Access to Dam Apron: Erosion and sedimentation controls shall be in place prior to site disturbance to provide slope protection during storm events. The access path will be wood timber mats to prevent scouring while being used by construction equipment to repair the dam. The timber mats will be anchored or restrained to prevent displacement, flotation or

removed from the floodplain prior to a flood. Erosion and sedimentation controls will be inspected prior to and following all storm events to ensure they are not damaged and working properly. Additional access path material and erosion and sedimentation controls will be installed as needed.

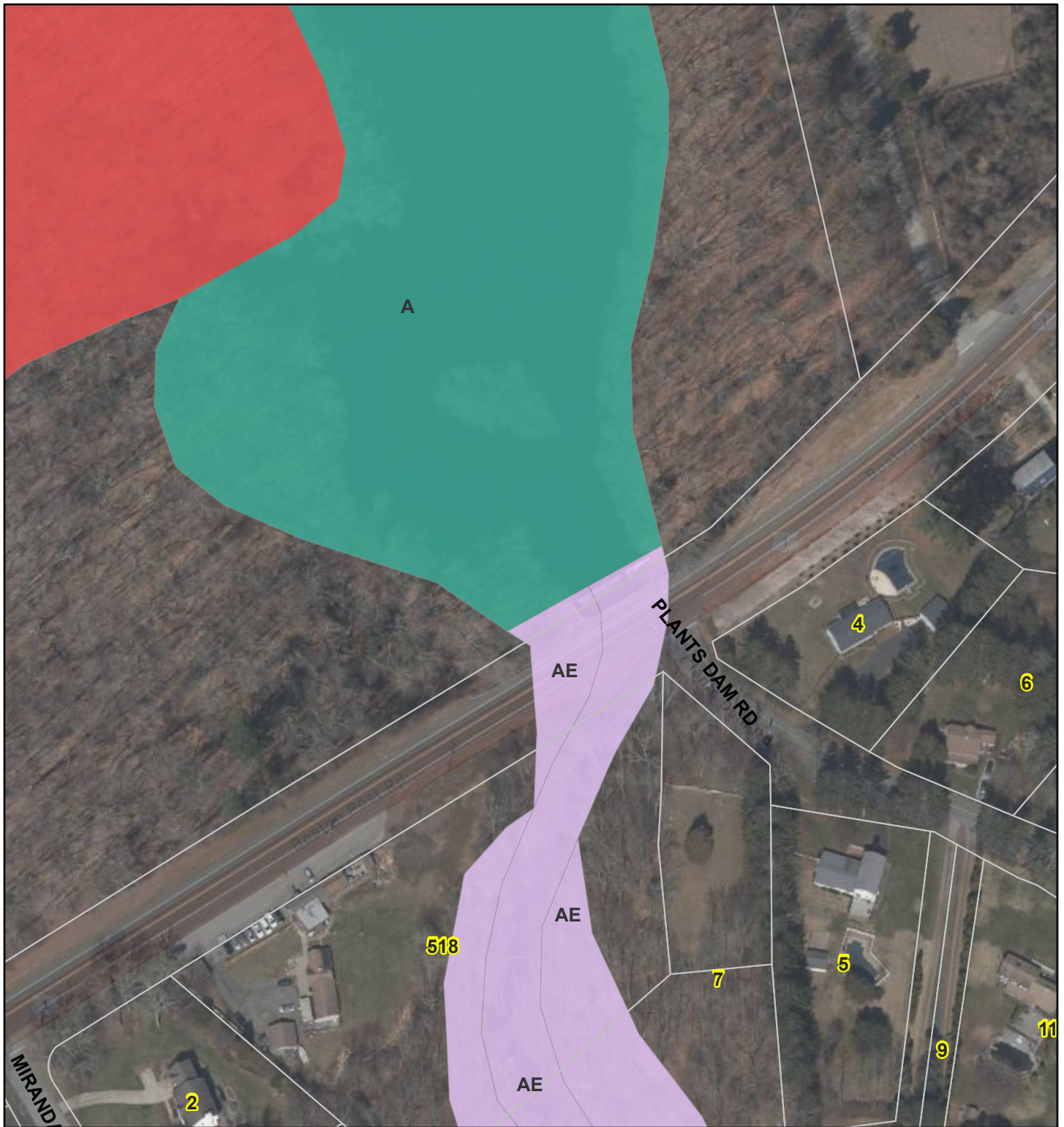
2. Remove Debris from Behind Dam: Access to the floodplain is required to remove accumulated debris from behind the dam. Debris will be stored in containers located in the staging area and surrounded by erosion and sediment controls. All excavation equipment will be removed from the floodplain to the staging area during a flood event.
3. Drive Temporary and Permanent Sheet Piling: Access to the floodplain is required to complete work to drive temporary and permanent sheet piles. Equipment and materials used for driving sheet piles will be removed from the flood plain and stored in the staging area during a flood event. Any equipment that may need to remain in the floodplain during a flood event will be secured sufficiently to prevent displacement by flood waters.
4. Low Level Outlet and Abutment Repair: Once sheet piling is in place, installation of low level outlet will be used to help control water levels in the pond during the abutment repair. All equipment used for this work phase will be removed from the floodplain during a flood event. Equipment, such as concrete forms, that may need to remain in the floodplain will be secured sufficiently to prevent displacement by flood waters.

Post-construction Flood Contingency Operation Plan

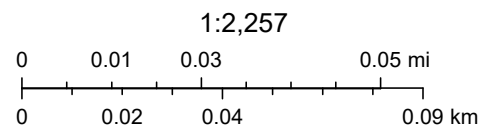
All disturbed areas will be stabilized and revegetated after work is completed to prevent sedimentation of adjacent watercourses. The Town of East Lyme will continue to monitor flood stage and condition at plants dam. In the event of flooding or dam breach the Town will proceed with established emergency response procedures, Plants Dam is a low-risk dam therefor an Emergency Action Plan (EAP) is not required. Emergency response procedures may include but are not limited to:

- Notification of emergency response services,
- Evacuation of residents downstream,
- Road closures, and
- Inspection of the dam and surrounding area.

Town GIS Plants Dam



July 8, 2025

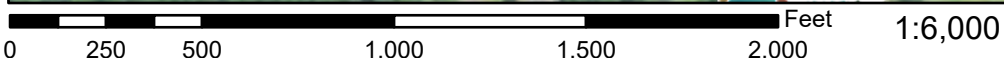


Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

National Flood Hazard Layer FIRMMette



72°15'56"W 41°20'55"N



72°15'19"W 41°20'28"N

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
OTHER FEATURES		Levee, Dike, or Floodwall
		20.2 Cross Sections with 1% Annual Chance
		17.5 Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
MAP PANELS		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped
		The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.



This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 7/8/2025 at 5:02 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



3/10/2026

Joseph Johanson
EAST LYME
PO Box 519, 108 Pennsylvania Ave
East Lyme, CT 06333
JJohanson@ceiengineers.com

Subject: Plants Dam Rehabilitation
Filing #: 121865
NDDDB - UPDATED Determination Number: 202411850
Expiration Date: 12/10/2026

We have documented new species nearby your project area. This letter serves to update the Determination letter on 12/10/2024. Survey results are good for 2 years. The following Protection Measures will minimize risk to breeding bats during any tree clearing.

I have reviewed Natural Diversity Data Base (NDDDB) maps and files regarding this project. According to our records, there are State-listed species (RCSA Sec. 26-306) documented nearby that may be affected by the proposed project.

- **Tri-colored bat (*Perimyotis subflavus*) State Endangered, Federally Petitioned**

Populations of Tri-colored bats have declined over 90% as a result of White Nose Syndrome. This bat is associated with forested edges and open forested landscapes with water features. Maternity colonies will form in tree cavities of mature trees in a variety of tree species, especially oaks (*Quercus* spp.). They often select roosts in tall, large-diameter trees, but will roost in smaller diameter trees when potential roost substrate (e.g., leaf clusters, Spanish moss) is present. They will occasionally roost on man-made structures. They are among the most sensitive bats to cold temperatures and in winter they hibernate in caves and abandoned mines where temperatures and humidity levels are stable.

Tri-colored bats have been proposed to be listed as Federally Endangered. For more information and any federal requirements or guidance on the latest management recommendations for development projects, wind energy development, sustainable forest management, as well as other tools and FAQs, please visit: <https://www.fws.gov/species/tricolored-bat-perimyotis-subflavus>

- **Do not conduct tree clearing between May 15- August 15.**
- Use soft start techniques on cold mornings with < 50 degree F overnight temp (particularly if operations occur in late spring/early summer or in late Fall). This will help allow torpid bats to rouse and escape.
 - Heavy equipment activity shall be introduced with a short initial representative action, the activity should then pause for 3-5 min to allow

animals to leave the area before activity resumes. Repeat this soft start cycle for at least 20 mins.

Please contact me if you have any questions (Shannon.kearney@ct.gov). Thank you for consulting with the Natural Diversity Data Base and continuing to work with us to protect State-listed species.

Sincerely,
/s/Shannon B. Kearney
Wildlife Biologist



12/10/2024

Joseph Johanson
EAST LYME
PO Box 519, 108 Pennsylvania Ave
East Lyme, CT 06333
JJohanson@ceiengineers.com

Subject: Plants Dam Rehabilitation

Filing #: 121865

NDDB - New Determination Number: 202411850

Expiration Date: 12/10/2026

I have reviewed Natural Diversity Data Base (NDDB) maps and files regarding the area of work provided for the proposed rehabilitation of Plants Dam at 506 Boston Post Rd, East Lyme, Connecticut. I do not anticipate negative impacts to State-listed species (RCSA Sec. 26-306) resulting from your proposed activity at the site based upon the information contained within the NDDB.

Your submission information indicates that your project requires a state permit, license, registration, or authorization, or utilizes state funding or involves state agency action. This NDDB - New determination may be utilized to fulfill the Endangered and Threatened Species requirements for state-issued permit applications, licenses, registration submissions, and authorizations.

Please be aware of the following limitations and conditions:

Natural Diversity Database information includes all information regarding listed species available to us at the time of the request. This information is a compilation of data collected over the years by the Department of Energy and Environmental Protection's Natural History Survey and cooperating units of DEEP, land owners, private conservation groups and the scientific community. This information is not necessarily the result of comprehensive or site-specific field investigations. Current research projects and new contributors continue to identify additional populations of species and locations of habitats of concern, as well as enhance existing data. Such new information is incorporated into the Database and accessed through the ezFile portal as it becomes available. New information may result in additional review, and new or modified restrictions or conditions may be necessary to remain in compliance with certain state permits.

- During your work listed species may be encountered on site. A report must be submitted by the observer to the Natural Diversity Database promptly and additional review and restrictions or conditions may be necessary to remain in compliance with certain state permits. Please fill out the [appropriate survey form](#) and follow the instructions for submittal.
- Your project involves the state permit application process or other state involvement, including state funding or state agency actions; please note that consultations with your permit analyst or the agency may result in additional requirements. In this situation, additional evaluation of the proposal by the

DEEP Wildlife Division may be necessary and additional information, including but not limited to species-specific site surveys, may be required. Any additional review may result in specific restrictions or conditions relating to listed species that may be found at or in the vicinity of the site.

- If your project involves preparing an Environmental Impact Assessment, this NDDDB consultation and determination should not be substituted for biological field surveys assessing on-site habitat and species presence.
- The NDDDB - New determination for the Plants Dam Rehabilitation as described in the submitted information and summarized at the end of this document is valid until 12/10/2026. This determination applies only to the project as described in the submission and summarized at the end of this letter. Please re-submit an updated Request for Review if the project's scope of work and/or timeframe changes, including if work has not begun by 12/10/2026.

If you have further questions, please contact me at the following:

Karen Zyko
CT DEEP Bureau of Natural Resources
Wildlife Division
Natural Diversity Database
79 Elm Street
Hartford, CT 06106-5127
(860) 424-3378
Karen.Zyko@ct.gov

Please reference the Determination Number 202411850 when you e-mail or write. Thank you for consulting the Natural Diversity Data Base.

Karen Zyko
Wildlife Division- Natural Diversity Data Base
79 Elm Street
Hartford, CT 06106-5127
(860) 424-3378
Karen.Zyko@ct.gov

Application Details:

Project involves federal funds or federal permit:	No
Project involves state funds, state agency action, or relates to CEPA request:	Yes
Project requires state permit, license, registration, or authorization:	Yes
DEEP enforcement action related to project:	
Project Type:	Dams
Project Sub-type:	Repair/modification of Dam Without Drawdown
Project Name:	Plants Dam Rehabilitation
Project Description:	

PART 6 – PLANS & DETAILS

Part 6 – Plans & Details Contents

Dam Reconstruction and Restoration Plan Set, prepared by CEI:

Title Sheet

G-1 Legend & General Notes

C-1A Existing Conditions

C-1B Bathymetric Survey

C-2 Proposed Conditions

C-3 Staging Areas

C-3A Temporary and Permanent Wetland & Water Impacts

C-4 E&S Control System

C-5 Cross Sections & Details

C-6 Outlet Pipe Details

C-7 E&S Details

Site Plan (Parking Lot) Set, prepared by the East Lyme Engineering Department:

SP-1

SP-2

TOWN OF EAST LYME PUBLIC WORKS DEPARTMENT PLANTS DAM REHABILITATION

EAST LYME, CONNECTICUT

CONSTRUCTION PLANS

FIRST SELECTMAN

DANIEL R. CUNNINGHAM

PUBLIC WORKS DIRECTOR

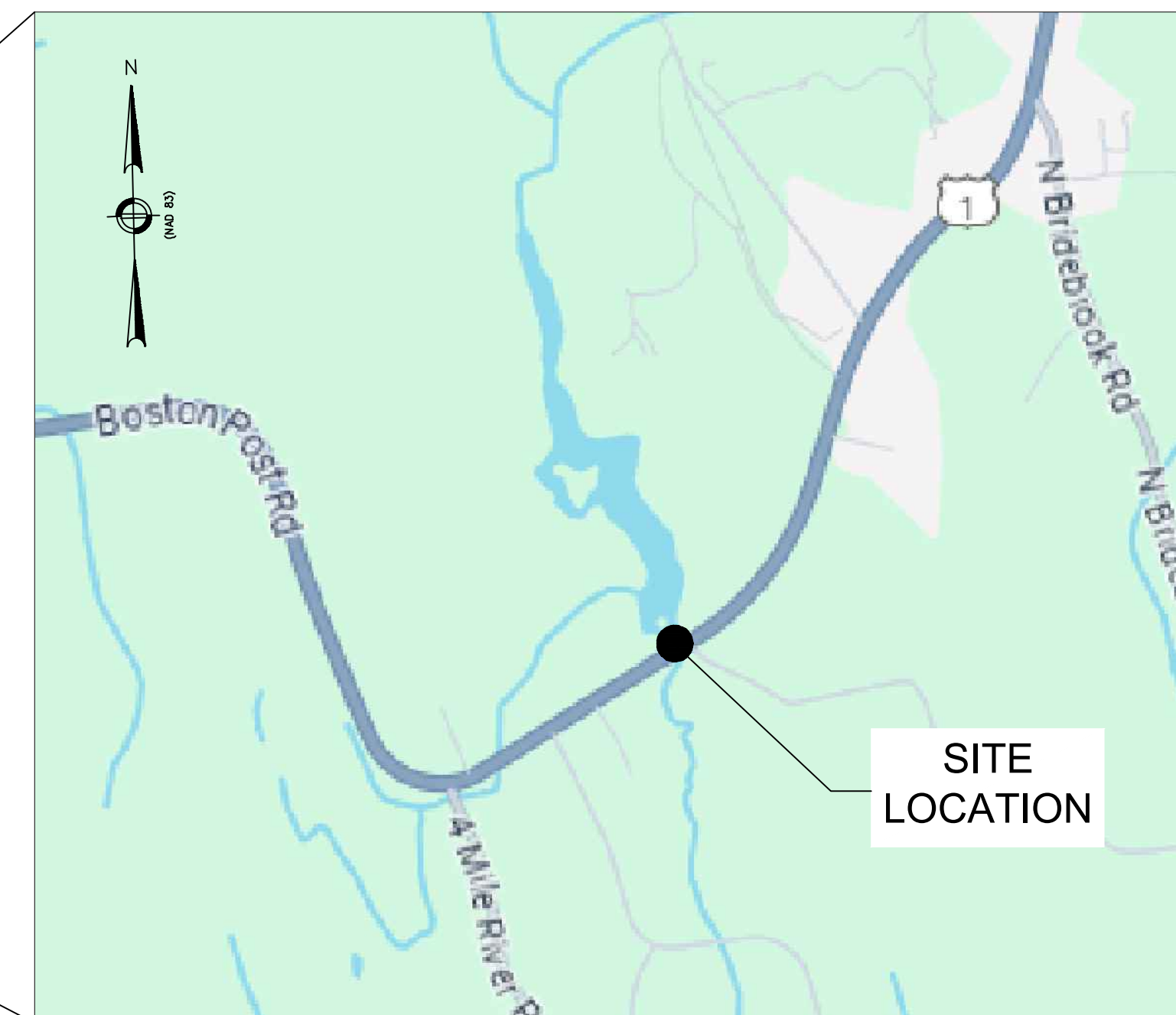
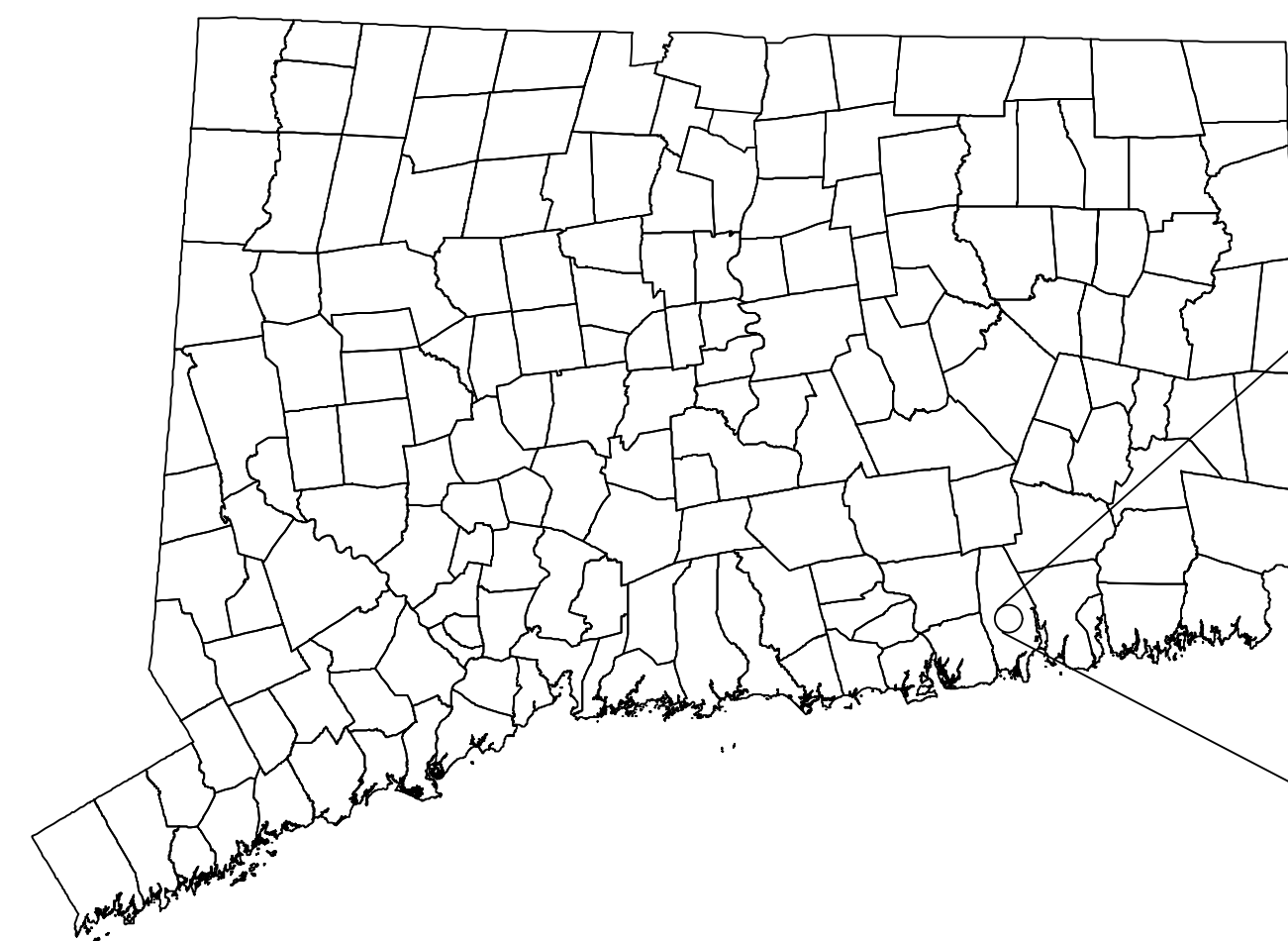
JOE BRAGAW, P.E.

DEPUTY PUBLIC WORKS DIRECTOR

ALEX KLOSE, P.E.

TOWN ENGINEER

ALEX KLOSE, P.E.



LOCUS SCALE 1" = 1000'

SHEET

TITLE

G-1	LEGEND & GENERAL NOTES
C-1A	EXISTING CONDITIONS
C-1B	BATHYMETRIC SURVEY
C-2	PROPOSED CONDITIONS
C-3	STAGING AREAS
C-3A	TEMPORARY AND PERMANENT WETLAND & WATER IMPACTS
C-4	E&S CONTROL SYSTEM
C-5	CROSS SECTIONS & DETAILS
C-6	OUTLET PIPE DETAILS
C-7	E&S DETAILS

ENGINEER

SEBASTIAN A. AMENTA, P.E. #12339
MARCH 17, 2026



COMPREHENSIVE ENVIRONMENTAL INCORPORATED

• NEW BRITAIN, CONNECTICUT

GENERAL NOTES:

1. THE EXISTING CONDITIONS SHEETS SHOW THE BEST AVAILABLE INFORMATION. THE CONTRACTOR, PRIOR TO COMMENCEMENT OF CONSTRUCTION, SHALL VERIFY THE LOCATION OF ALL UTILITIES AND CONTACT CALL BEFORE YOU DIG AT 1-888-922-4455. CONDUCT EXPLORATORY EXCAVATIONS AT THE CONTRACTOR'S DISCRETION AND COST.
2. SURVEY DATA WAS COLLECTED BY CEI AND SUPPLEMENTAL WITH TOWN MAPPING.
3. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION TO PREVENT ANY DAMAGE TO PROPERTIES AND STRUCTURES, BOTH PRIVATE AND PUBLIC, OUTSIDE THE LIMITS OF WORK. ALL AREAS OUTSIDE THE LIMITS OF WORK WHICH ARE ADVERSELY AFFECTED BY THE CONTRACTOR'S OPERATIONS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION OR BETTER, AT NO ADDITIONAL COST TO THE OWNER.
4. ANY CHANGE IN FIELD CONDITIONS SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY TO ENSURE THAT ANY MODIFICATIONS TO THE ORIGINAL DESIGN ARE PROPER AND ADEQUATE TO SERVE THE PROJECT'S NEEDS AND COMPLY WITH THE APPLICABLE STANDARDS AND REGULATIONS.
5. ELEVATIONS ARE IN REFERENCE TO THE NATIONAL GEODETIC SURVEY DATUM (NGVD) OF 1988.
6. THE HORIZONTAL DATUM IS NAD83 CONNECTICUT STATE PLANE ZONE.
7. CONTRACTOR TO COMPLY WITH ALL CT DEPT. OF ENERGY AND ENVIRONMENTAL PROTECTION PERMIT CONDITIONS AS PROVIDED FOR ON THE PLANS AND SPECIFICATIONS.
8. CONTRACTOR TO COMPLY WITH CTDOT ENCROACHMENT PERMIT REQUIREMENTS.
9. SHOTCRETE/GUNITE NOZZLEMAN SHALL HOLD CURRENT ACI NOZZLEMAN CERTIFICATION.

LEGEND

GENERAL SYMBOLS

EXISTING	PROPOSED	
↑	↑	FLOW DIRECTION
⊕	⊕	HYDRANT
⊗	⊗	WATER GATE
⊠	⊠	CLEAN OUT
⊙	⊙	UTILITY POLE
—55—	—55—	MAJOR CONTOURS
—55—	—55—	MINOR CONTOURS
---	---	DRAIN PIPE
— · — · —	— · — · —	CHAIN LINK FENCE
— OHW —	— OHW —	OVER HEAD WIRE
— · — · —	— · — · —	LIMIT OF WORK
~~~~~		TREE LINE
— x —		EDGE OF PAVEMENT/CURBING
— x —		WOODEN GUARD POSTS
— · — · —		EDGE OF WATER
— · — · —		BORDER OF WETLAND
△		WETLAND FLAG
⊙		BORING HOLE
⊠		TEST PIT
⊙		BENCHMARK
⊠		VEGETATED AREA

GENERAL NOTES



No.	Revision/Issue	Date
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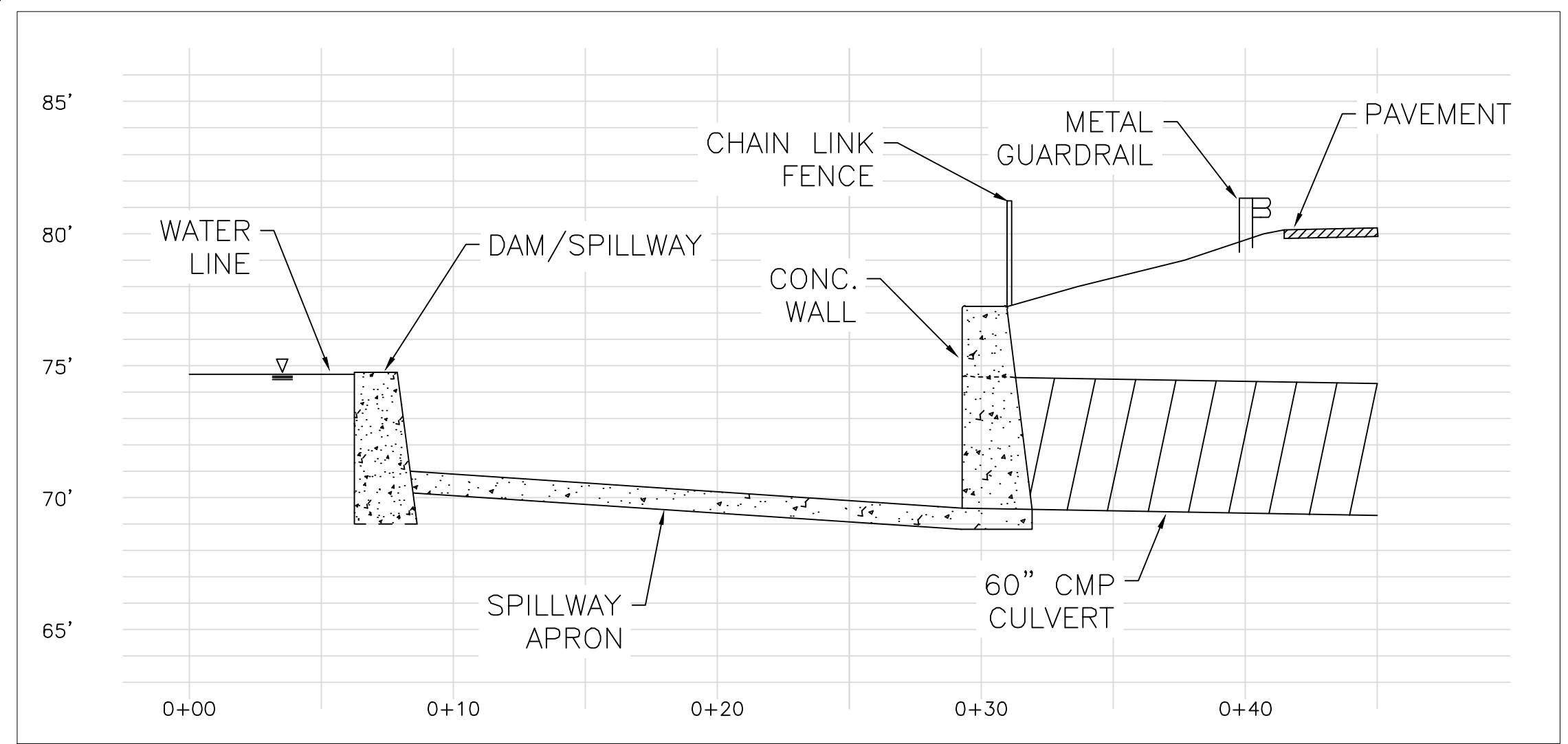
COMPREHENSIVE ENVIRONMENTAL INCORPORATED

1 HARTFORD SQUARE  
NEW BRITAIN, CT 06052

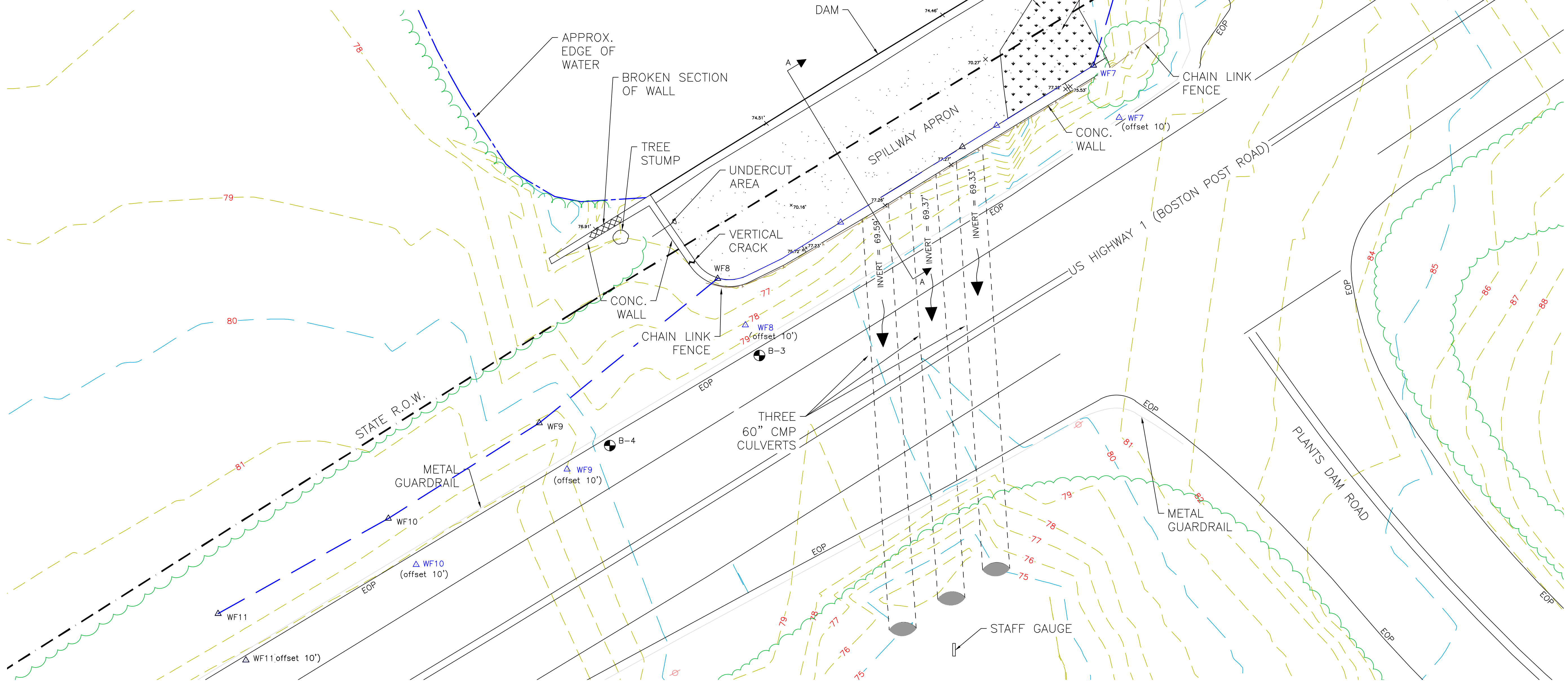
LEGEND & GENERAL NOTES

Town of East Lyme, CT

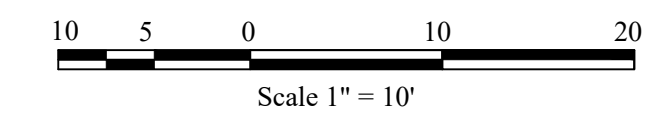
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Date: 3/17/2026	<b>G-1</b>
Drawn By: JRJ	
Checked By: SA	
Scale: N/A	



**DAM CROSS SECTION A-A**



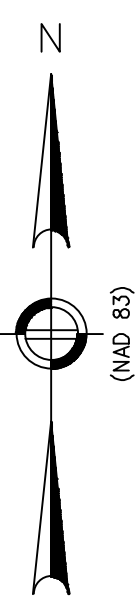
**PLANTS DAM EXISTING CONDITIONS PLAN**



**GENERAL NOTES**

**LEGEND**

- EOP EX. EDGE OF PAVE.
- EX. FENCE
- EDGE OF WATER
- TREELINE
- 80 EX. MAJOR CONTOUR
- 79 EX. MINOR CONTOUR
- EX. UTILITY POLE
- △ WETLAND BOUNDARY



No.	Revision/Issue	Date

**COMPREHENSIVE ENVIRONMENTAL INCORPORATED**

1 HARTFORD SQUARE  
NEW BRITAIN, CT 06052

**EXISTING CONDITIONS PLAN VIEW**

Town of East Lyme, CT

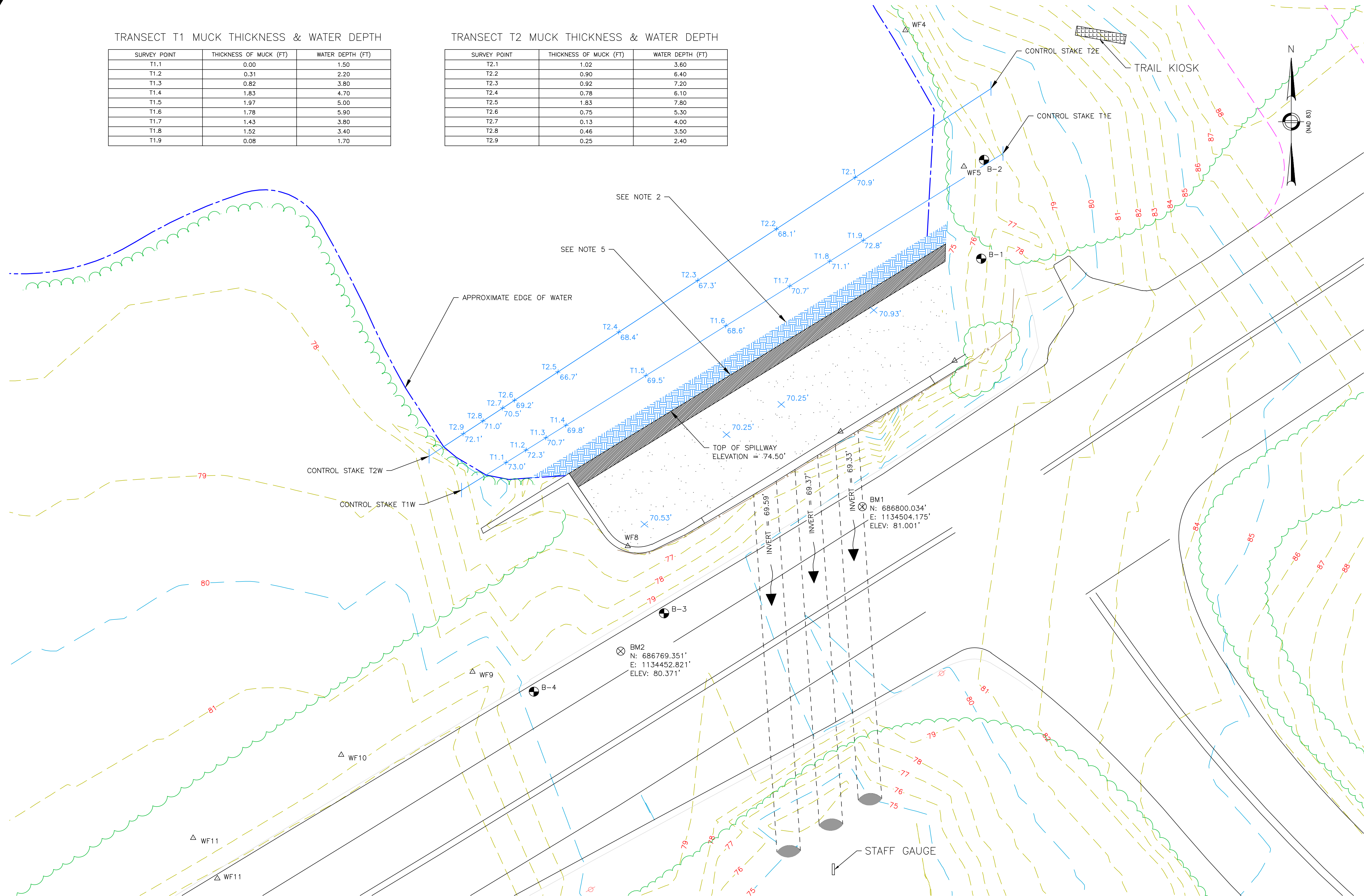
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Date: 3/17/2026	<b>C-1A</b>
Drawn By: NP	
Checked By: SA	
Scale: AS SHOWN	

TRANSECT T1 MUCK THICKNESS & WATER DEPTH

SURVEY POINT	THICKNESS OF MUCK (FT)	WATER DEPTH (FT)
T1.1	0.00	1.50
T1.2	0.31	2.20
T1.3	0.82	3.80
T1.4	1.83	4.70
T1.5	1.97	5.00
T1.6	1.78	5.90
T1.7	1.43	3.80
T1.8	1.52	3.40
T1.9	0.08	1.70

TRANSECT T2 MUCK THICKNESS & WATER DEPTH

SURVEY POINT	THICKNESS OF MUCK (FT)	WATER DEPTH (FT)
T2.1	1.02	3.60
T2.2	0.90	6.40
T2.3	0.92	7.20
T2.4	0.78	6.10
T2.5	1.83	7.80
T2.6	0.75	5.30
T2.7	0.13	4.00
T2.8	0.46	3.50
T2.9	0.25	2.40



**PLANTS DAM  
BATHYMETRIC SURVEY TRANSECTS**

GENERAL NOTES

LEGEND

- EX. EDGE OF PAVE.
- EX. FENCE
- EDGE OF WATER
- TREELINE
- 80 EX. MAJOR CONTOUR
- 79 EX. MINOR CONTOUR
- EX. UTILITY POLE

1. ALL BATHYMETRIC ELEVATIONS INDICATED ARE REPRESENTATIVE OF HARD BOTTOM.

2. AREA IMMEDIATELY BEHIND DAM CONTAINS HEAVY AMOUNTS OF ORGANICS, WOOD AND OTHER DEBRIS.

3. CONTROL STAKE LOCATIONS ARE AS GIVEN BELOW:

T1E

N: 686875.0935'

E: 1134534.0596'

T1W

N: 686803.6100'

E: 1134419.1056'

T2E

N: 686888.9154'

E: 1134531.5482'

T2W

N: 686810.8006'

E: 1134412.1544'

4. AVERAGE THICKNESS OF MUCK AT BOTTOM = 0.93' PER FINDINGS.

5. PROBES AT BACK OF DAM WALL INDICATED A WALL HEIGHT OF AT LEAST 6' IN SOME LOCATIONS.

6. APPROXIMATE WATER SURFACE ELEVATION DURING SURVEY = 74.7'.



No.	Revision/Issue	Date

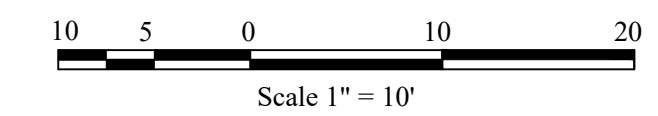
COMPREHENSIVE ENVIRONMENTAL INCORPORATED

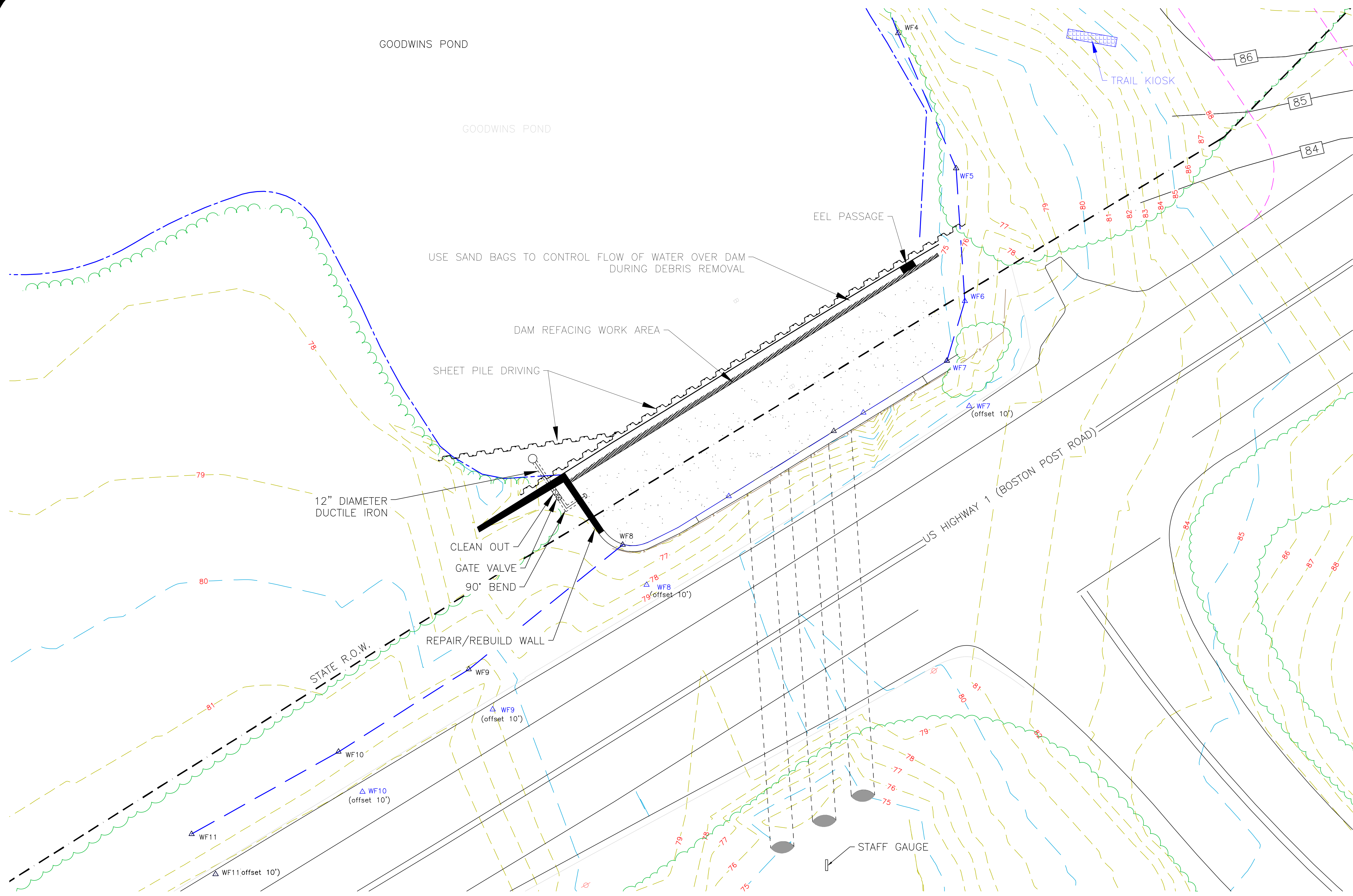
1 HARTFORD SQUARE  
NEW BRITAIN, CT 06052

BATHYMETRIC SURVEY POINTS  
PLAN VIEW

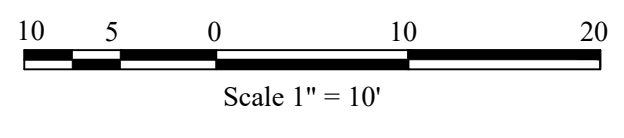
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Project No.: 385	Sheet
Date: 3/17/2026	<b>C-1B</b>
Drawn By: JRJ	
Checked By: SA	
Scale: AS SHOWN	





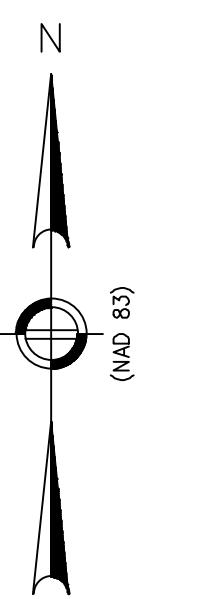
**PLANTS DAM  
PROPOSED CONDITIONS PLAN**



**GENERAL NOTES**

**LEGEND**

- EX. EDGE OF PAVE.
- EX. FENCE
- EDGE OF WATER
- TREELINE
- 80 EX. MAJOR CONTOUR
- 79 EX. MINOR CONTOUR
- ⊕ EX. UTILITY POLE
- △ WETLAND BOUNDARY



No.	Revision/Issue	Date

**COMPREHENSIVE ENVIRONMENTAL  
INCORPORATED**

1 HARTFORD SQUARE  
NEW BRITAIN, CT 06052

**PROPOSED CONDITIONS  
PLAN VIEW**

Town of East Lyme, CT

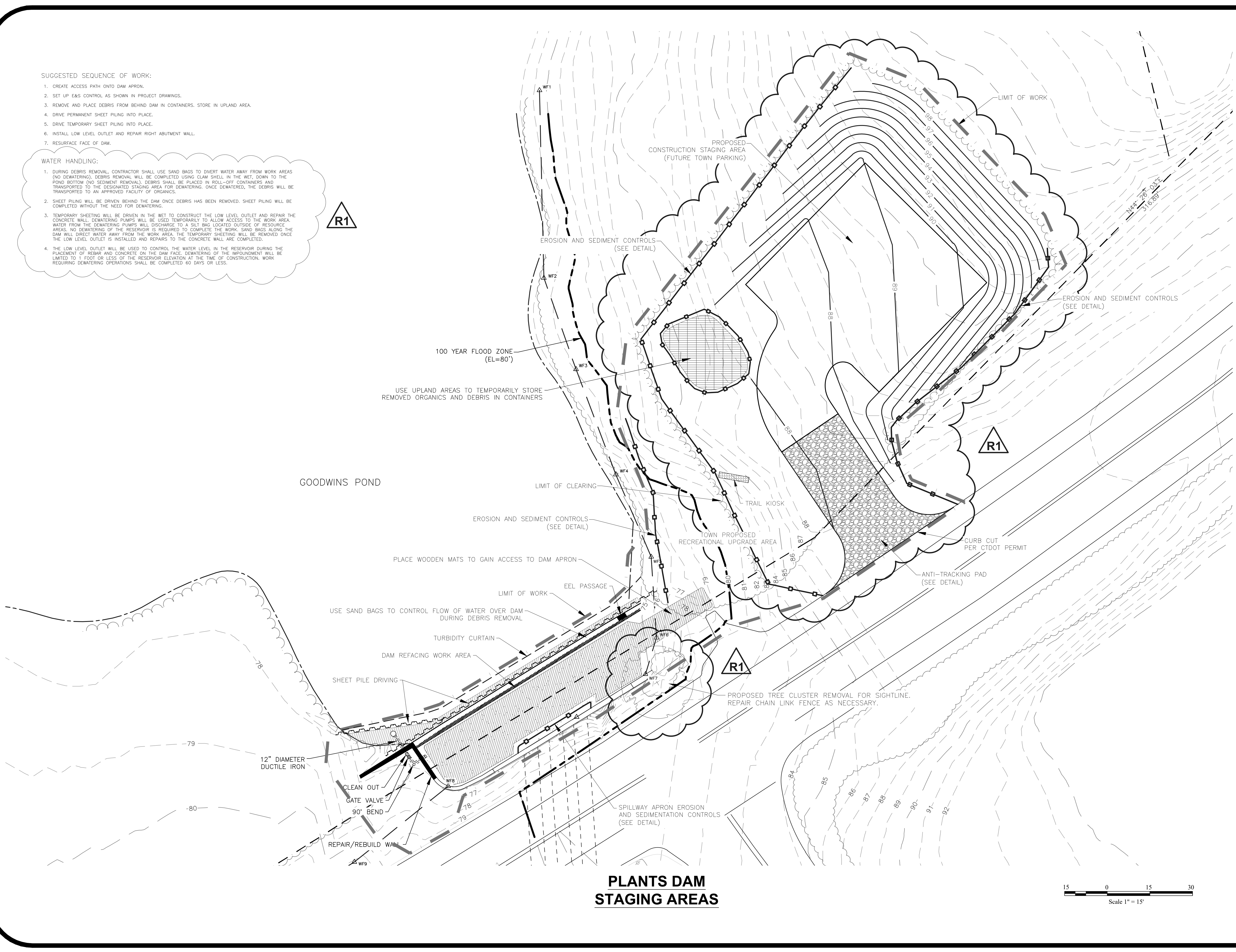
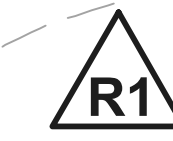
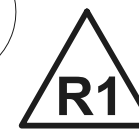
Project No.: 385	Sheet
Date: 3/17/2026	<b>C-2</b>
Drawn By: JRJ	
Checked By: SA	
Scale: AS SHOWN	

**SUGGESTED SEQUENCE OF WORK:**

1. CREATE ACCESS PATH ONTO DAM APRON.
2. SET UP E&S CONTROL AS SHOWN IN PROJECT DRAWINGS.
3. REMOVE AND PLACE DEBRIS FROM BEHIND DAM IN CONTAINERS, STORE IN UPLAND AREA.
4. DRIVE PERMANENT SHEET PILING INTO PLACE.
5. DRIVE TEMPORARY SHEET PILING INTO PLACE.
6. INSTALL LOW LEVEL OUTLET AND REPAIR RIGHT ABUTMENT WALL.
7. RESURFACE FACE OF DAM.

**WATER HANDLING:**

1. DURING DEBRIS REMOVAL, CONTRACTOR SHALL USE SAND BAGS TO DIVERT WATER AWAY FROM WORK AREAS (NO DEWATERING). DEBRIS REMOVAL WILL BE COMPLETED USING CLAM SHELL IN THE WET, DOWN TO THE POND BOTTOM (NO SEDIMENT REMOVAL). DEBRIS SHALL BE PLACED IN ROLL-OFF CONTAINERS AND TRANSPORTED TO THE DESIGNATED STAGING AREA FOR DEWATERING. ONCE DEWATERED, THE DEBRIS WILL BE TRANSPORTED TO AN APPROVED FACILITY OF ORGANICS.
2. SHEET PILING WILL BE DRIVEN BEHIND THE DAM ONCE DEBRIS HAS BEEN REMOVED. SHEET PILING WILL BE COMPLETED WITHOUT THE NEED FOR DEWATERING.
3. TEMPORARY SHEETING WILL BE DRIVEN IN THE WET TO CONSTRUCT THE LOW LEVEL OUTLET AND REPAIR THE CONCRETE WALL. DEWATERING PUMPS WILL BE USED TEMPORARILY TO ALLOW ACCESS TO THE WORK AREA. WATER FROM THE DEWATERING PUMPS WILL DISCHARGE TO A SILT BAG LOCATED OUTSIDE OF RESOURCE AREAS. NO DEWATERING OF THE RESERVOIR IS REQUIRED TO COMPLETE THE WORK. SAND BAGS ALONG THE DAM WILL DIRECT WATER AWAY FROM THE WORK AREA. THE TEMPORARY SHEETING WILL BE REMOVED ONCE THE LOW LEVEL OUTLET IS INSTALLED AND REPAIRS TO THE CONCRETE WALL ARE COMPLETED.
4. THE LOW LEVEL OUTLET WILL BE USED TO CONTROL THE WATER LEVEL IN THE RESERVOIR DURING THE PLACEMENT OF REBAR AND CONCRETE ON THE DAM FACE. DEWATERING OF THE IMPONDMENT WILL BE LIMITED TO 1 FOOT OR LESS OF THE RESERVOIR ELEVATION AT THE TIME OF CONSTRUCTION. WORK REQUIRING DEWATERING OPERATIONS SHALL BE COMPLETED 60 DAYS OR LESS.

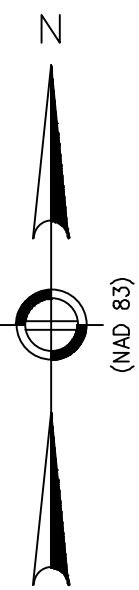


**GENERAL NOTES**

**LEGEND**

- EOP EX. EDGE OF PAVE.
- x EX. FENCE
- EDGE OF WATER
- TREELINE
- 80- EX. MAJOR CONTOUR
- 79- EX. MINOR CONTOUR
- 79- PR. CONTOUR
- WETLAND BOUNDARY
- FLOOD ZONE ELEV.
- EROSION/SEDIMENT CONTROLS

1. WOODY DEBRIS AT BACK FACE OF DAM TO BE REMOVED IN THE WET.



1	Staging Area Revision and Water Handling Notes	7/17/25
No.	Revision/Issue	Date

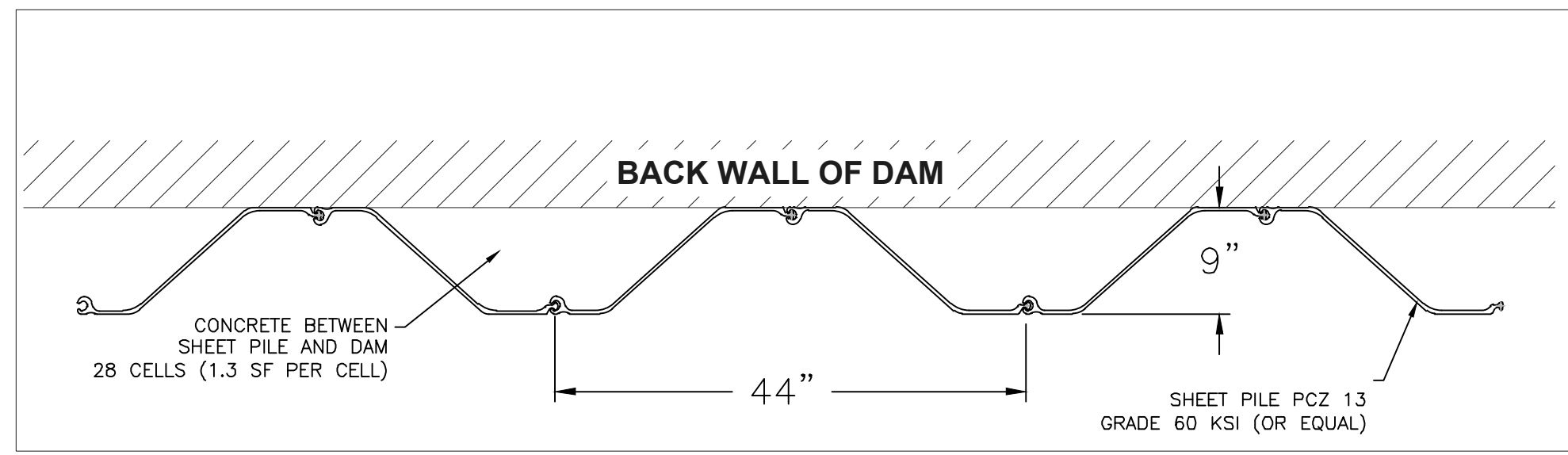
**COMPREHENSIVE ENVIRONMENTAL INCORPORATED**

1 HARTFORD SQUARE  
NEW BRITAIN, CT 06052

**STAGING AREAS**

Town of East Lyme, CT

Project No.: 385	Sheet
Date: 3/17/2026	<b>C-3</b>
Drawn By: JRJ	
Checked By: SA	
Scale: AS SHOWN	



**SHEET PILE (PCZ 13) CROSS SECTION  
NTS**

TEMPORARY IMPACT  
LIMITS OF DEBRIS REMOVAL  
3' WIDE x 95' LONG

PERMANENT IMPACT  
INSTALLING SHEET PILES  
ALONG THE DAM FACE WITH

TEMPORARY IMPACT  
SHEETING AND INLET PIPE  
INSTALLATION

PERMANENT IMPACT  
INSTALLATION OF 12" INLET PIPE

CONCRETE DAM APRON  
PERMANENT IMPACT  
CONCRETE SURFACES ON DAM FACE  
6" WIDE x 95' LONG

PERMANENT IMPACT  
INSTALLATION OF 12" OUTLET PIPE

TEMPORARY IMPACT  
REBUILDING EXISTING CONCRETE WALL

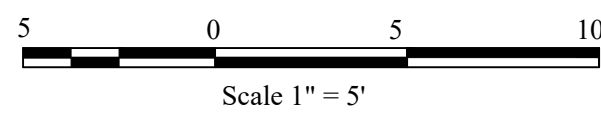
PERMANENT IMPACT  
EXTENDING CONCRETE WALL

TEMPORARY IMPACT  
CONCRETE WALL CONSTRUCTION ACCESS  
WOOD MATTING TO BE PACED PRIOR TO  
WORK ACTIVITIES

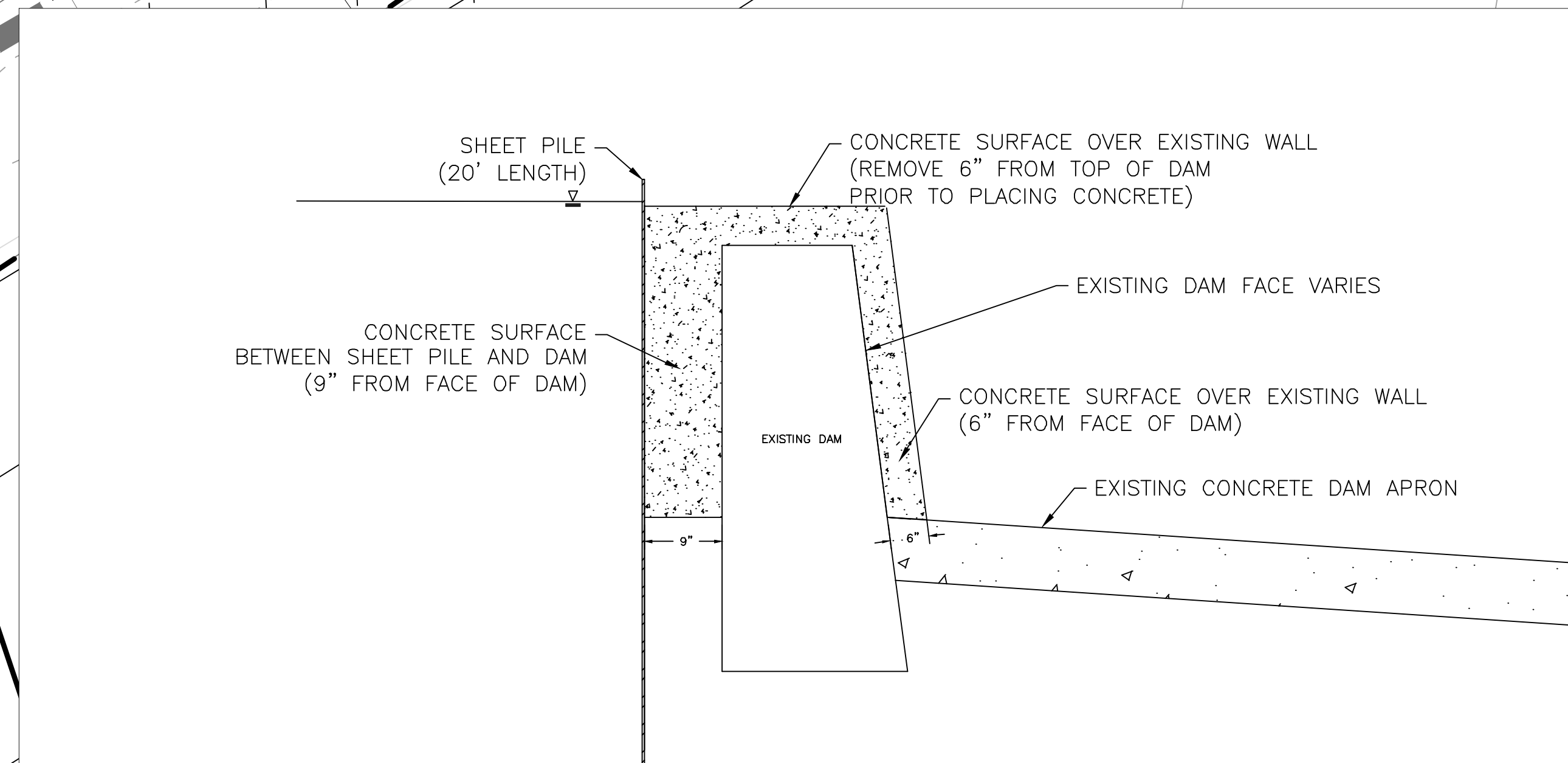
TEMPORARY IMPACT  
WORK ZONE AREA (HATCHED WITHIN WETLAND BOUNDARY)  
DURING DAM REPAIRS AND SHEET PILE INSTALLATION  
WOOD MATTING TO BE PACED PRIOR TO WORK ACTIVITIES

TOWN OF EAST LYME  
CTDOT RIGHT OF WAY

WETLAND BOUNDARY



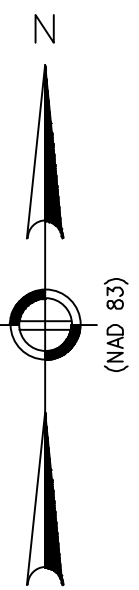
**PLANTS DAM  
TEMPORRY AND PERMANENT IMPACTS**



**PROPOSED DAM CROSS SECTION  
(CROSS SECTION B-B)  
NTS**

**GENERAL NOTES**

1. WOODY DEBRIS AT BACK FACE OF DAM TO BE REMOVED IN THE WET.



1	Staging Area Revision and Water Handling Notes	7/17/25
No.	Revision/Issue	Date

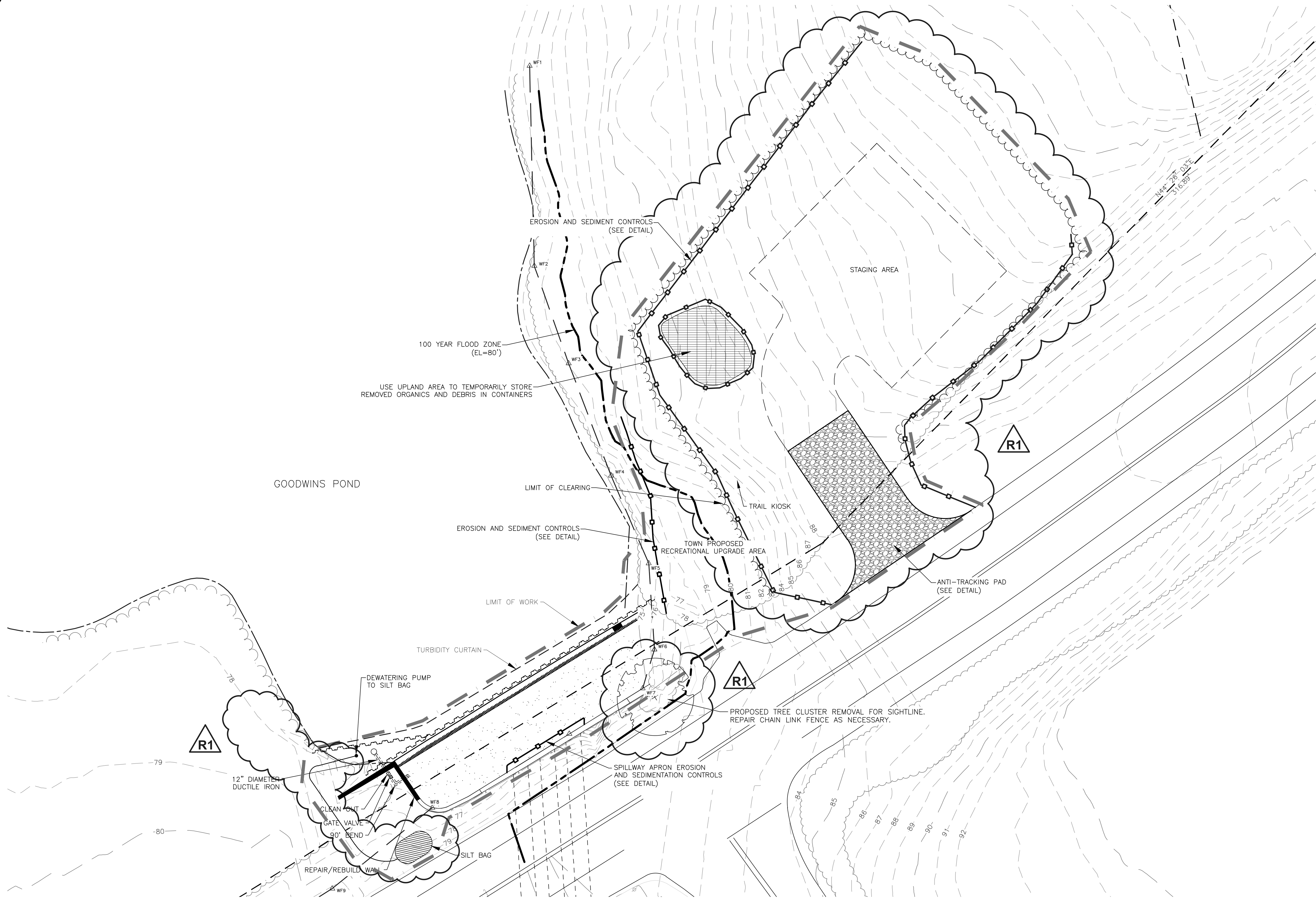
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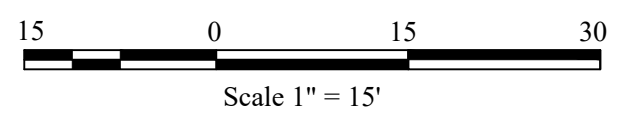
TEMPORARY AND PERMANENT  
WETLAND & WATER IMPACTS

Town of East Lyme, CT

Project No.: 385	Sheet
Date: 3/17/2026	<b>C-3A</b>
Drawn By: JRJ	
Checked By: SA	
Scale: AS SHOWN	



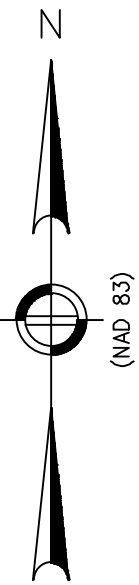
**PLANTS DAM  
EROSION & SEDIMENTATION CONTROL PLAN**



**GENERAL NOTES**

**LEGEND**

- EOP EX. EDGE OF PAVE.
- - - EX. FENCE
- - - EDGE OF WATER
- ~~~~~ TREELINE
- 80 - - - EX. MAJOR CONTOUR
- 79 - - - EX. MINOR CONTOUR
- 79 — PR. CONTOUR
- △-△-△ WETLAND BOUNDARY
- - - FLOOD ZONE ELEV.
- EROSION/SEDIMENT CONTROLS



1	Staging Area and Silt Bag Revision	7/17/25
No.	Revision/Issue	Date

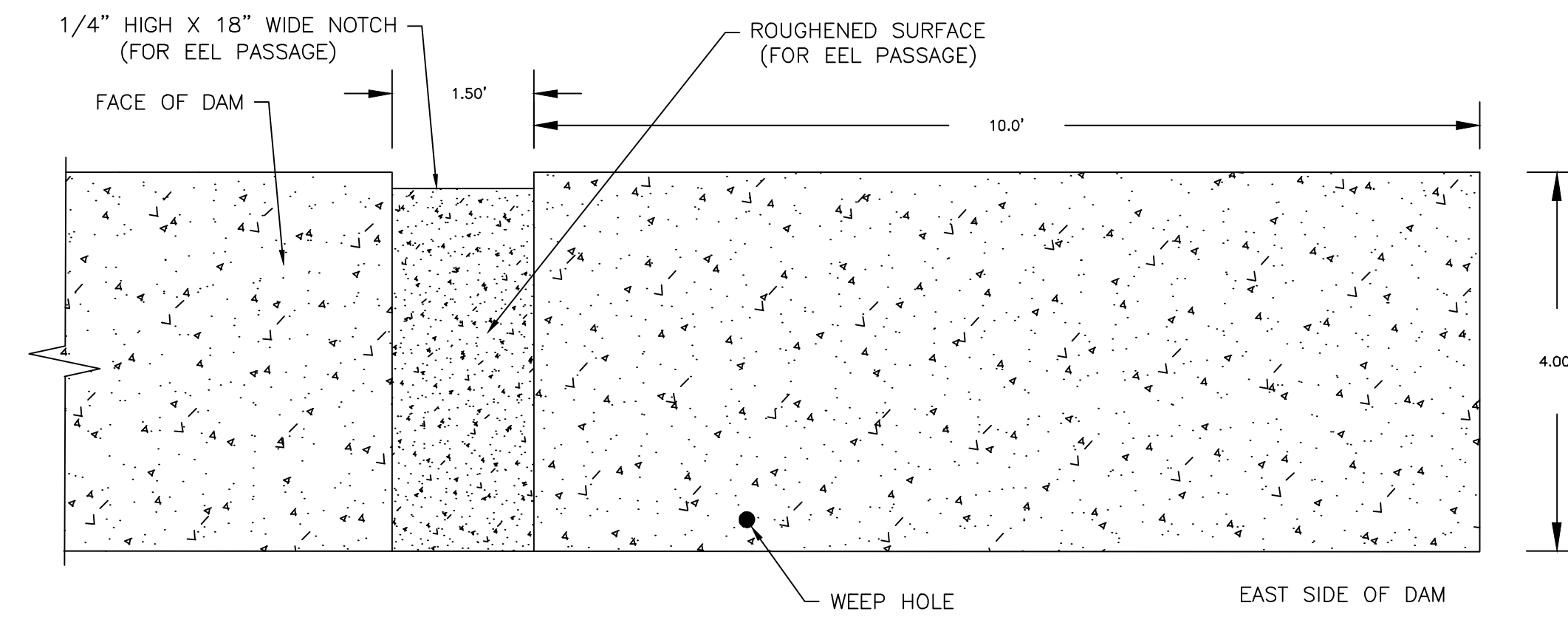
**COMPREHENSIVE ENVIRONMENTAL  
INCORPORATED**

1 HARTFORD SQUARE  
NEW BRITAIN, CT 06052

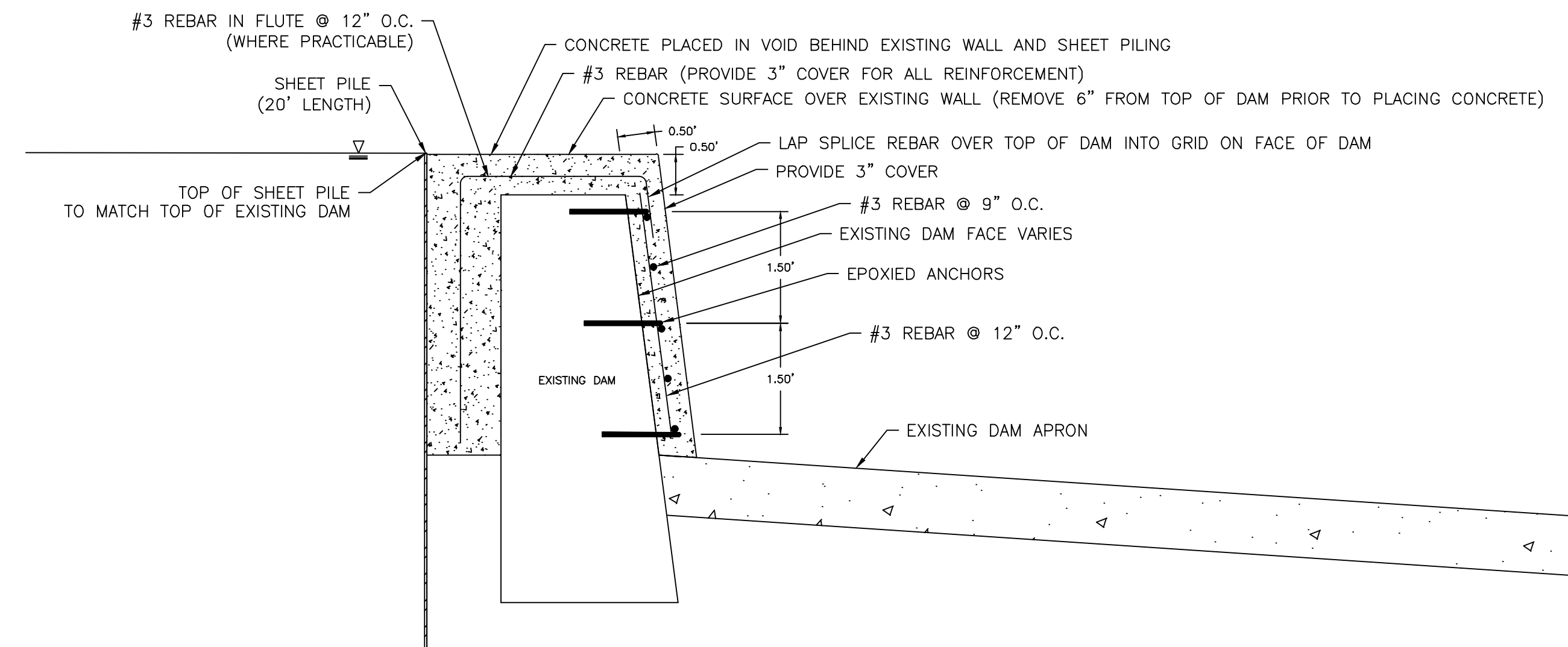
**EROSION & SEDIMENTATION  
CONTROL SYSTEM**

Town of East Lyme, CT

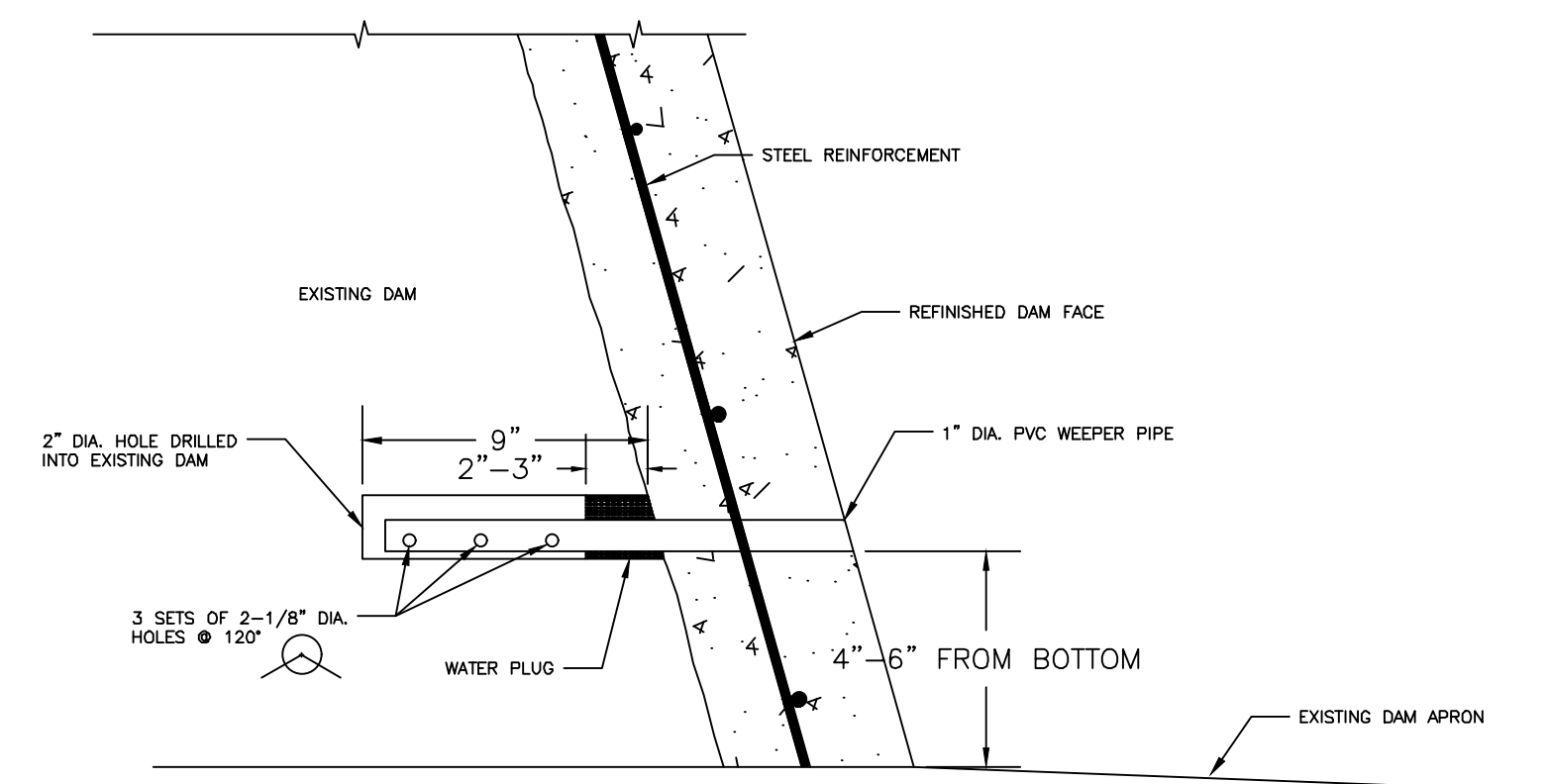
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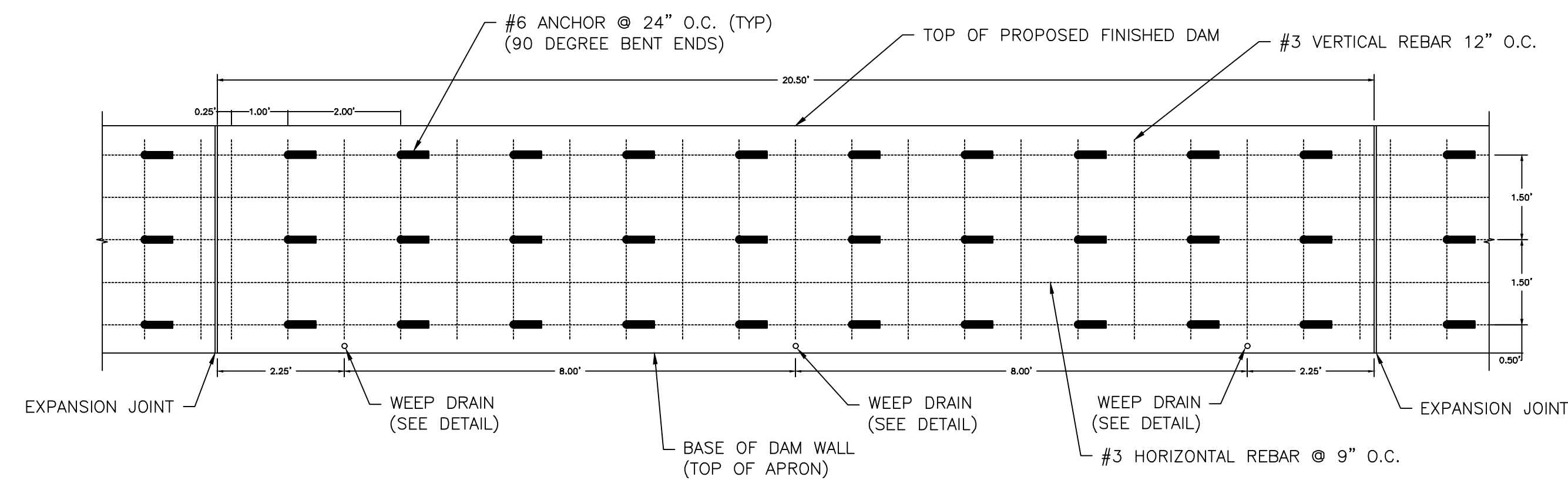
**EEL PASSAGE  
PROPOSED DAM FACE AT EAST SIDE OF DAM  
SCALE: 1" = 1.5'**



**PROPOSED DAM CROSS SECTION  
(CROSS SECTION B-B)  
SCALE: 1" = 1.5'**



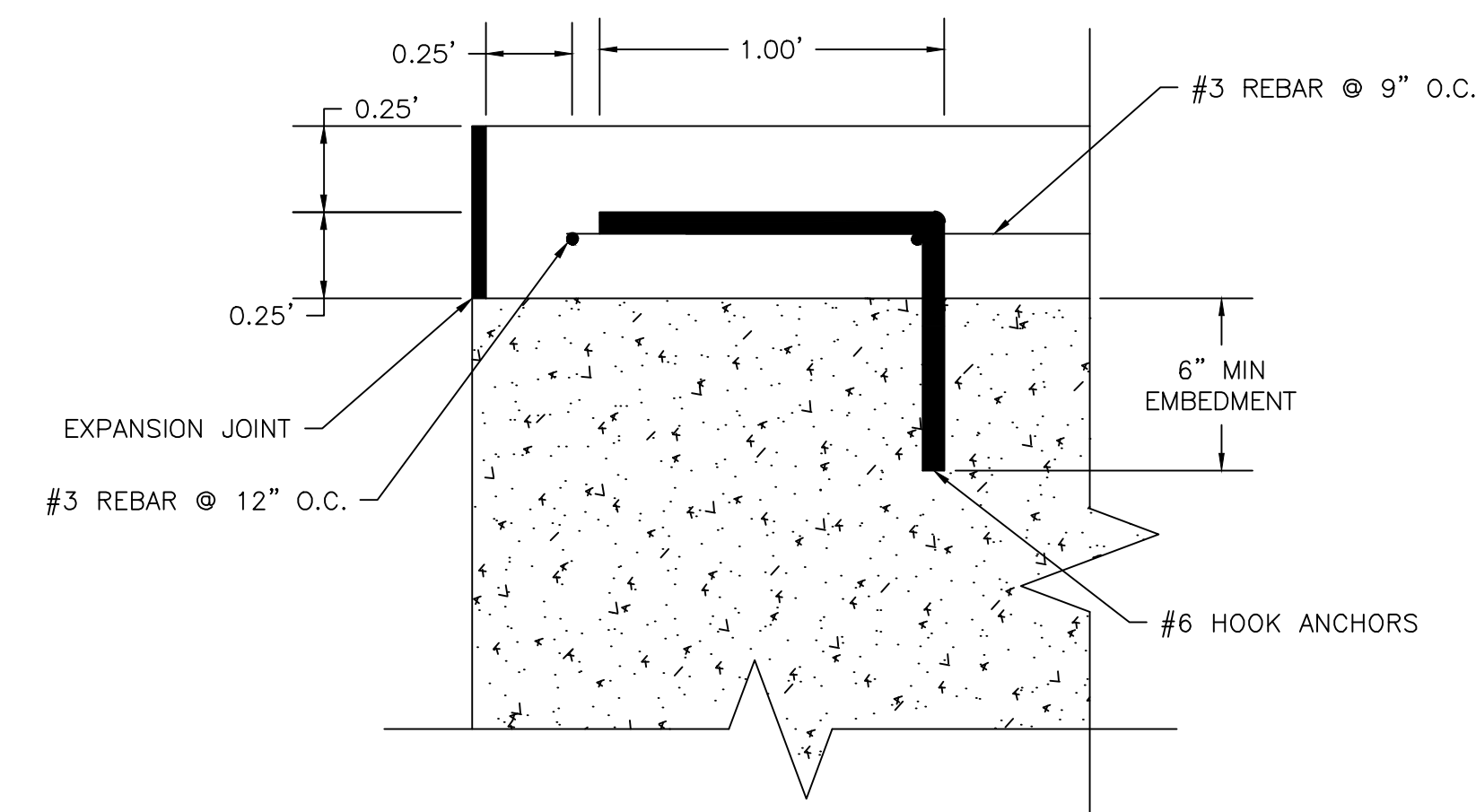
**DETAIL FOR POINT SOURCE SEEPAGE (WEEPER)  
SCALE: N.T.S.**



**TYPICAL ANCHOR AND REINFORCEMENT GRID SEGMENT  
SCALE: 1" = 2'**



**#6 HOOK DETAIL  
SCALE: 1" = 0.5'**



**EXPANSION JOINT DETAIL  
SCALE: 1" = 0.5'**

**GENERAL NOTES**

1. SURFACE OF DAM SHALL BE CLEANED VIA PRESSURE WASHER PRIOR TO APPLICATION OF CONCRETE.
2. W/C RATIO DRY MIX SHOTCRETE (GUNITITE) 0.35-0.40.
3. EXPANSION JOINT MATERIAL TO BE APPROVED BY THE ENGINEER.
4. #6 REBAR DOWELS WITH MINIMUM OF 6" EMBEDMENT, ANCHORED WITH HILTI HY-500. TYPICAL L-DOWEL HOOK LENGTH HAS 12" LEG TO BRIDGE TWO ROWS OF LONGITUDINAL BARS.
5. #3 EPOXY-COATED REBAR MAT @ 12" O.C. (MAX).
6. CONSTRUCTION JOINTS SHOULD RECEIVE A BEAD OF ADEKA P-201 WATER-SWELLING ELASTOMERIC SEALANT (SHOTCRETE WATERSTOP).
7. LAP SPLICES FOR #3 REBAR @ 18" LENGTH.
8. SHOTCRETE NOZZLEMAN SHOULD HOLD CURRENT ACI NOZZLEMAN CERTIFICATION.
9. CONCRETE TO BE 4,000 PSI COMPRESSIVE STRENGTH IN 28 DAYS.
10. REINFORCEMENT TO HAVE A 60 KSI YIELD.
11. PROVIDE WEEPER PER SHOWN DETAIL.



No.	Revision/Issue	Date

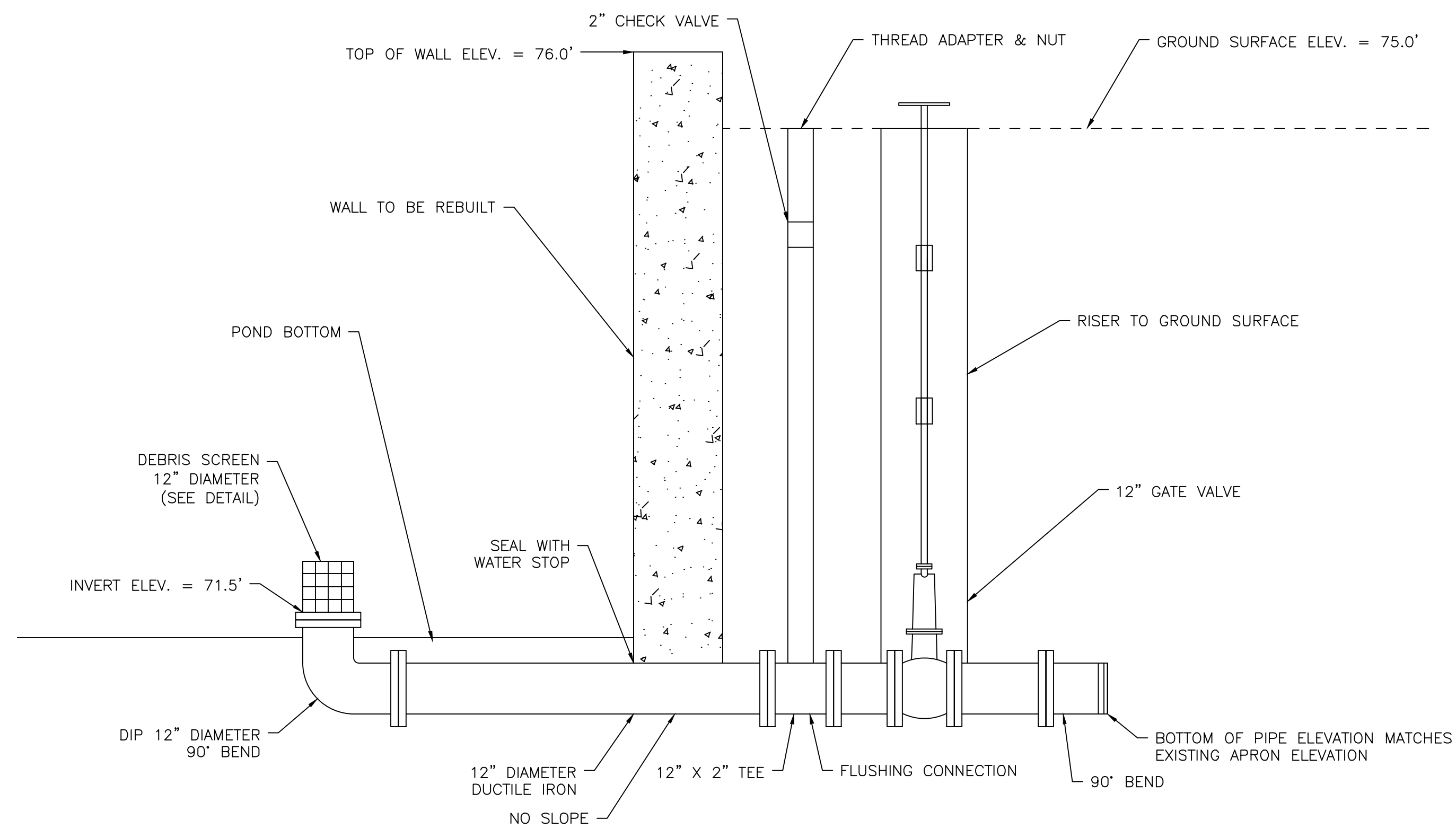
COMPREHENSIVE ENVIRONMENTAL INCORPORATED

1 HARTFORD SQUARE  
NEW BRITAIN, CT 06052

**CROSS SECTIONS  
& DETAILS**

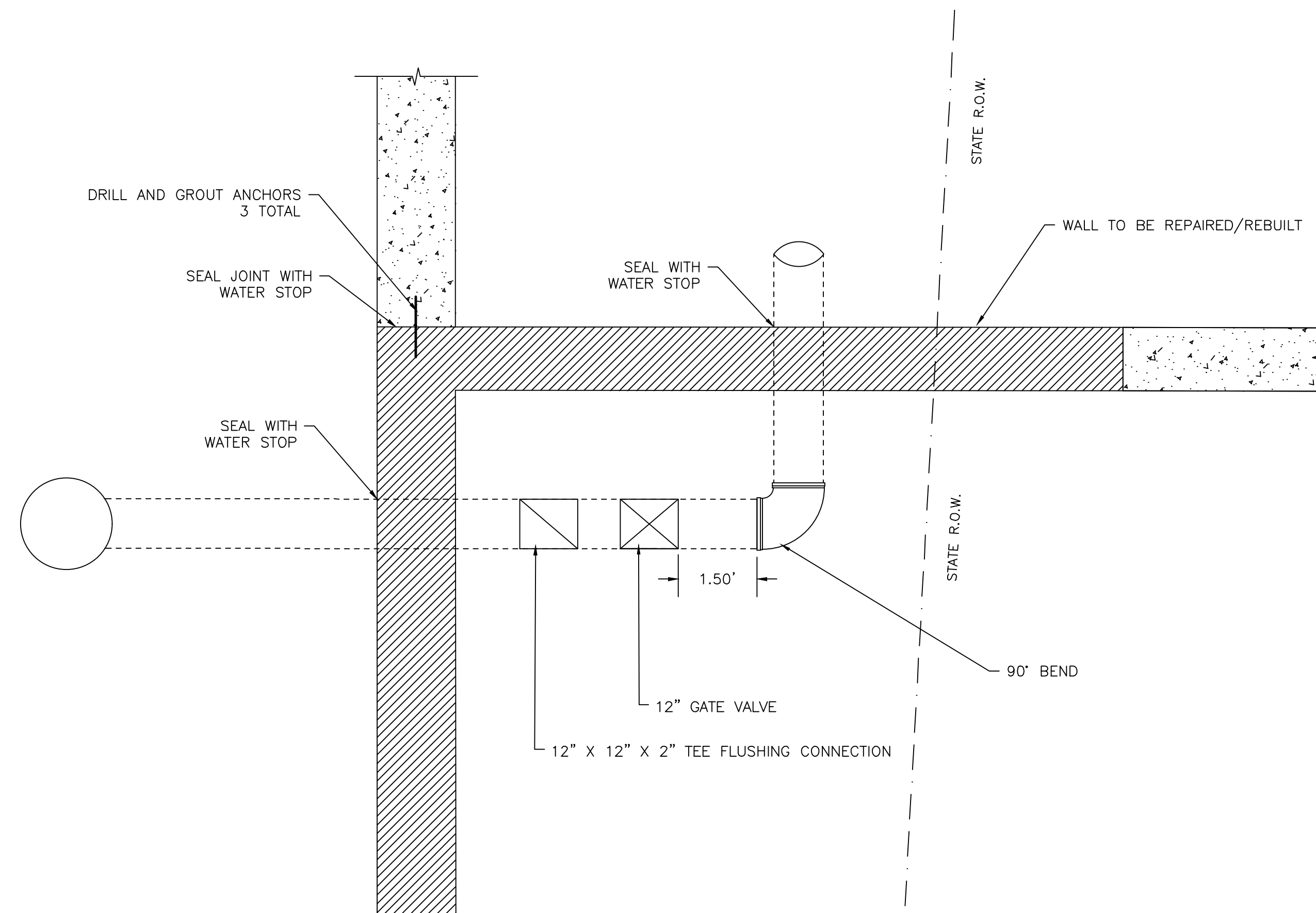
Town of East Lyme, CT

Project No.: 385	Sheet
Date: 3/17/2026	<b>C-5</b>
Drawn By: JRJ	
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Scale: AS SHOWN	



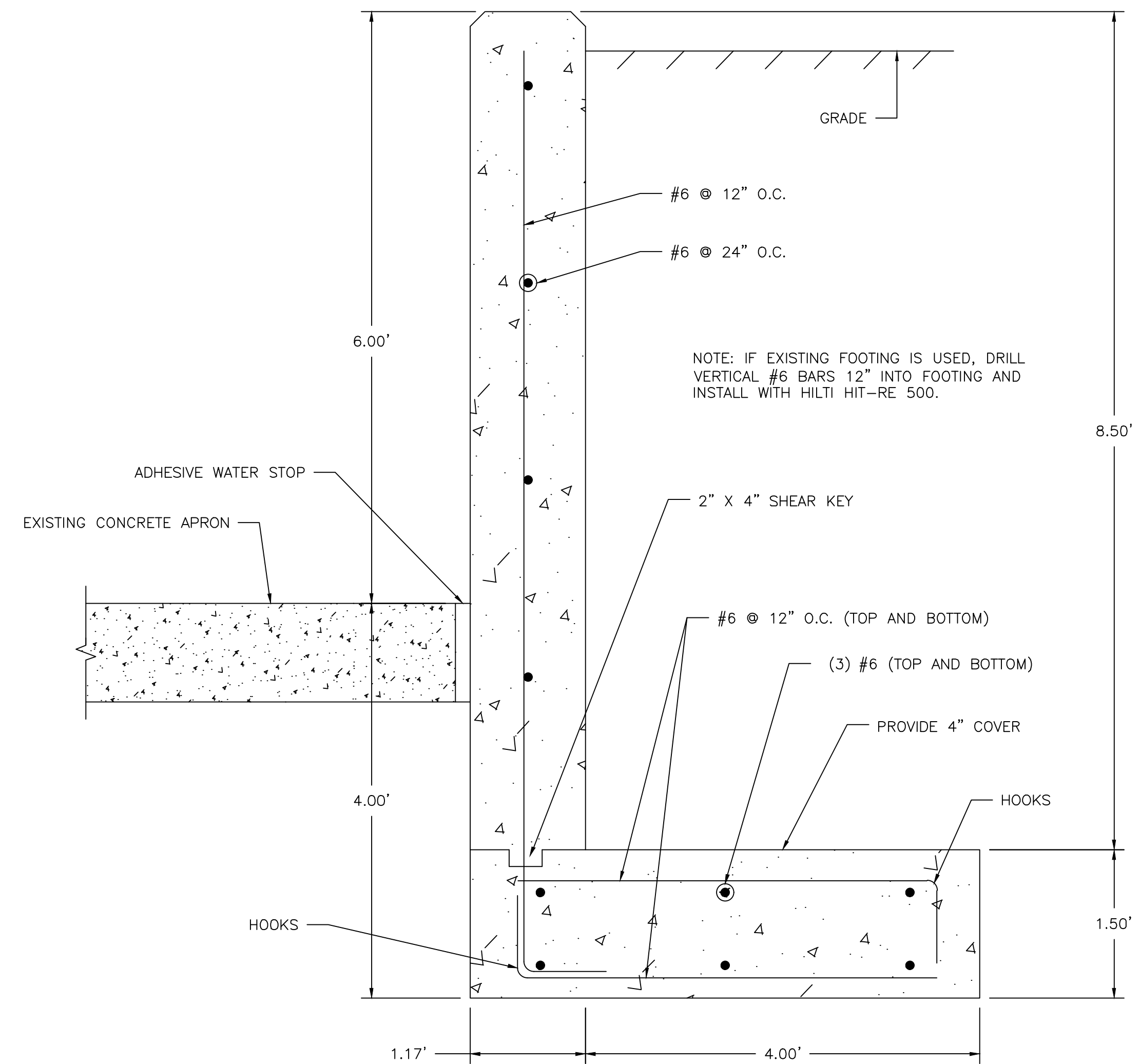
**PROPOSED LOW LEVEL OUTLET PIPE SYSTEM**

SCALE: 1" = 2'



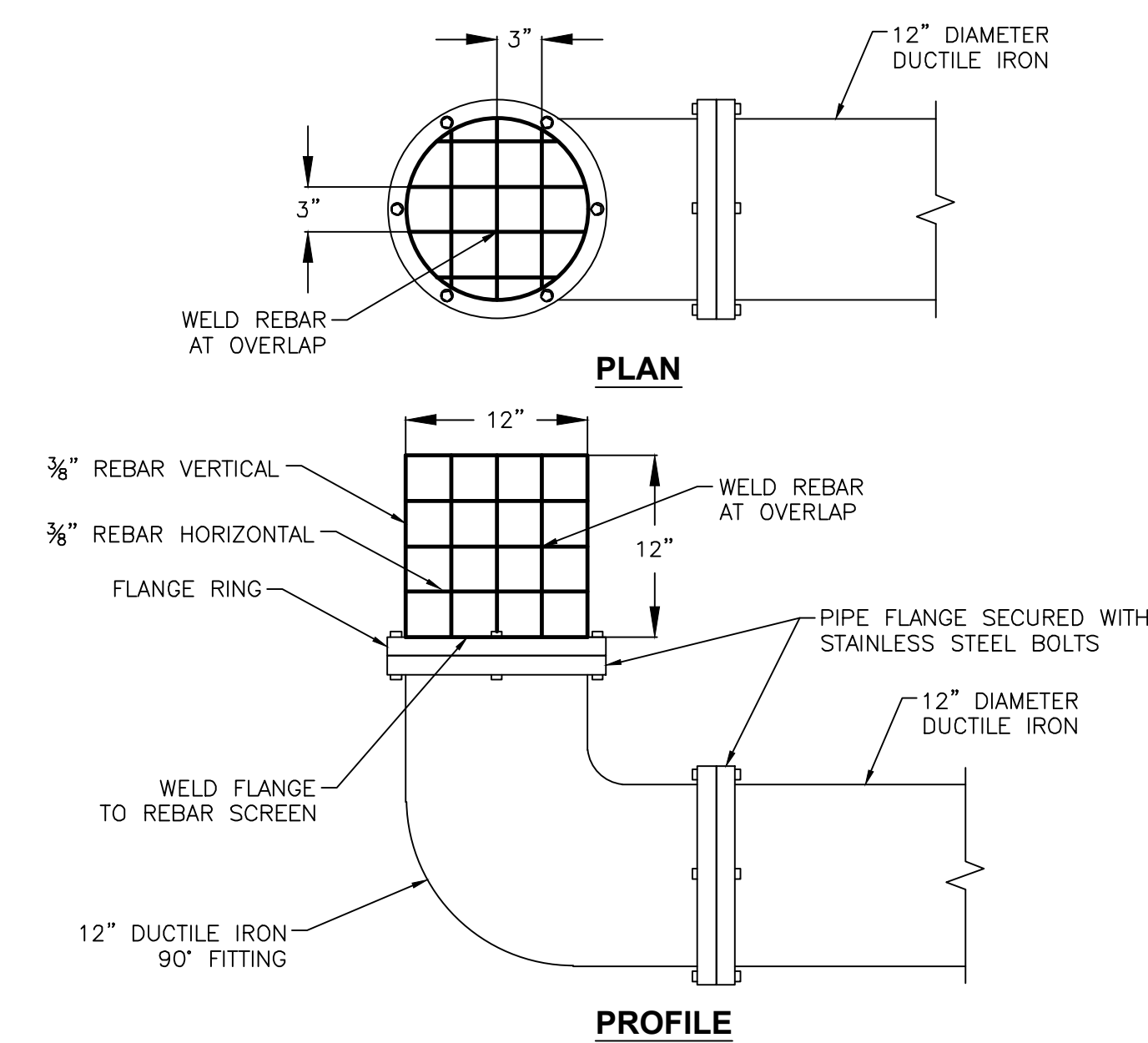
**PROPOSED LOW LEVEL OUTLET PIPE SYSTEM PLAN**

SCALE: 1" = 2'



**NEW RETAINING WALL AND FOOTING (IF NECESSARY)**

SCALE: 1" = 1'

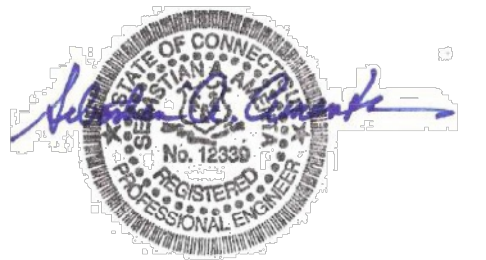


**DEBRIS SCREEN DETAIL**

SCALE: N.T.S.

**GENERAL NOTES**

1. CONCRETE MIXING AND PLACING SHALL COMPLY WITH ACI.
2. ALL CONCRETE TO BE PROPERLY VIBRATED.
3. CONCRETE SHALL ATTAIN A 28 DAY STRENGTH OF 4000 PSI.
4. AIR ENTRAINMENT TO BE 5% TO 7%.
5. REINFORCEMENT STEEL SHALL BE 60,000 PSI, ASTM A615 EPOXY COATED.
6. LAP SPLICES FOR #6 BARS TO BE 45 INCHES.
7. MINIMUM COVER IN THE FOOTING TO BE 4" AND 6" IN THE VERTICAL WALL.
8. ADHESIVE WATER-STOP TO BE APPROVED BY THE ENGINEER.
9. VERTICAL CONCRETE SURFACES TO HAVE A SMOOTH FORMED SURFACE.
10. HORIZONTAL SURFACES TO HAVE A TROWEL FINISH.
11. CHAMFER ALL EXPOSED HORIZONTAL CORNERS 1-1/2".
12. ANY DOWELING OF NEW BARS INTO EXISTING CONCRETE TO BE DONE USING HILTI HIT-RE 500 EPOXY.
13. IF DEEMED NECESSARY BY THE ENGINEER, THE AREA UNDER THE FOOTING WILL BE OVER EXCAVATED BY 6" AND REPLACED WITH MECHANICALLY COMPACTED GRAVEL. THE BASE WILL BE INSPECTED BY THE ENGINEER PRIOR TO ANY PLACEMENT OF CONCRETE.



No.	Revision/Issue	Date

COMPREHENSIVE ENVIRONMENTAL INCORPORATED

1 HARTFORD SQUARE  
NEW BRITAIN, CT 06052

OUTLET PIPE DETAILS

Town of East Lyme, CT

Project No.: 385	Sheet
Date: 3/17/2026	<b>C-6</b>
Drawn By: JRJ	
Checked By: SA	
Scale: AS SHOWN	

**SEDIMENT & EROSION CONTROL SPECIFICATIONS**

**GENERAL:**  
 IN GENERAL, ALL CONSTRUCTION ACTIVITIES SHALL PROCEED IN SUCH A MANNER SO AS NOT TO POLLUTE ANY WETLANDS, WATERCOURSE, WATERBODY, AND CONDUIT CARRYING WATER, ETC. THE CONTRACTOR SHALL LIMIT, INsofar AS POSSIBLE, THE SURFACE AREA OF EARTH MATERIALS EXPOSED BY CONSTRUCTION METHODS AND IMMEDIATELY PROVIDE PERMANENT AND TEMPORARY POLLUTION CONTROL MEASURES TO PREVENT CONTAMINATION OF ADJACENT WETLANDS, WATERCOURSES, AND WATERBODIES, AND TO PREVENT, INsofar AS POSSIBLE, EROSION ON THE SITE.

**LAND GRADING**

**GENERAL:**  
 1. THE RESHAPING OF THE GROUND SURFACE BY EXCAVATION AND FILLING OR A COMBINATION OF BOTH, TO OBTAIN PLANNED GRADES, SHALL PROCEED IN ACCORDANCE WITH THE FOLLOWING CRITERIA:

- A. THE CUT FACE OF EARTH EXCAVATION SHALL NOT BE STEEPER THAN TWO HORIZONTAL TO ONE VERTICAL (2:1).
- B. THE PERMANENT EXPOSED FACES OF FILLS SHALL NOT BE STEEPER THAN TWO HORIZONTAL TO ONE VERTICAL (2:1).
- C. THE CUT FACE OF ROCK EXCAVATION SHALL NOT BE STEEPER THAN ONE HORIZONTAL TO FOUR VERTICAL (1:4).
- D. PROVISION SHOULD BE MADE TO CONVEY SURFACE WATER SAFELY TO STORM DRAINS TO PREVENT SURFACE RUNOFF FROM DAMAGING CUT FACES AND FILL SLOPES.
- E. EXCAVATIONS SHOULD NOT BE MADE SO CLOSE TO PROPERTY LINES AS TO ENDANGER ADJOINING PROPERTY WITHOUT PROTECTING SUCH PROPERTY FROM EROSION, SLIDING, SETTLING, OR CRACKING.
- F. NO FILL SHOULD BE PLACED WHERE IT WILL SLIDE OR WASH UPON THE PREMISES OF ANOTHER OWNER OR UPON ADJACENT WETLANDS, WATERCOURSES, OR WATERBODIES.
- G. PRIOR TO ANY REGRADING, A STABILIZED CONSTRUCTION ENTRANCE SHALL BE PLACED AT THE ENTRANCE TO THE WORK AREA IN ORDER TO REDUCE MUD AND OTHER SEDIMENTS FROM LEAVING THE SITE.

**TOPSOILING**

**GENERAL:**  
 1. TOPSOIL SHALL BE SPREAD OVER ALL EXPOSED AREAS IN ORDER TO PROVIDE A SOIL MEDIUM HAVING FAVORABLE CHARACTERISTICS FOR THE ESTABLISHMENT, GROWTH AND MAINTENANCE OF VEGETATION.  
 2. UPON ATTAINING FINAL SUBGRADES, SCARIFY SURFACE TO PROVIDE A GOOD BOND WITH TOPSOIL.  
 3. REMOVE ALL LARGE STONES, TREE LIMBS, STUMPS, ROOTS AND CONSTRUCTION DEBRIS.  
 4. APPLY LIME ACCORDING TO SOIL TEST OR AT THE RATE OF TWO (2) TONS PER ACRE.

**MATERIAL:**

- 1. TOPSOIL SHOULD HAVE PHYSICAL, CHEMICAL, AND BIOLOGICAL CHARACTERISTICS FAVORABLE TO THE GROWTH OF PLANTS.
- 2. TOPSOIL SHOULD HAVE A SANDY OR LOAMY TEXTURE.
- 3. TOPSOIL SHOULD BE RELATIVELY FREE OF SUBSOIL MATERIAL AND MUST BE FREE OF STONES (OVER 1" IN DIAMETER), LUMPS OF SOIL, ROOTS, TREE LIMBS, TRASH, OR CONSTRUCTION DEBRIS. IT SHOULD BE FREE OF ROOTS OR RHIZOMES FROM, FOR EXAMPLE, THISTLE NUTGRASS, AND QUACKGRASS.
- 4. AN ORGANIC MATTER CONTENT OF SIX PERCENT (6%) IS REQUIRED. AVOID LIGHT COLORED SUBSOIL MATERIAL.
- 5. SOLUBLE SALT CONTENT OF OVER 500 PARTS PER MILLION (PPM) IS LESS SUITABLE. AVOID TIDAL MARSH SOILS BECAUSE OF HIGH SALT CONTENT AND SULFUR ACIDITY.
- 6. THE PH SHOULD BE MORE THAN 6.0. IF LESS, ADD LIME TO INCREASE PH TO AN ACCEPTABLE LEVEL.

**APPLICATION:**

- 1. AVOID SPREADING WHEN TOPSOIL IS WET OR FROZEN.
- 2. SPREAD TOPSOIL UNIFORMLY TO A DEPTH OF AT LEAST SIX INCHES (6"), OR TO THE DEPTH SHOWN ON THE PLANS.

**PERMANENT VEGETATIVE COVER**

**GENERAL:**  
 1. PERMANENT VEGETATIVE COVER SHALL BE ESTABLISHED AS VARIOUS SECTIONS OF THE PROJECT ARE COMPLETED IN ORDER TO STABILIZE THE SOIL, REDUCE DOWNSTREAM DAMAGE FROM SEDIMENT AND RUNOFF, AND TO ENHANCE THE AESTHETIC NATURE OF THE SITE  
 2. IT WILL BE APPLIED TO ALL CONSTRUCTION AREA SUBJECT TO EROSION WHERE FINAL GRADING HAS BEEN COMPLETED AND A PERMANENT COVER IS NEEDED.

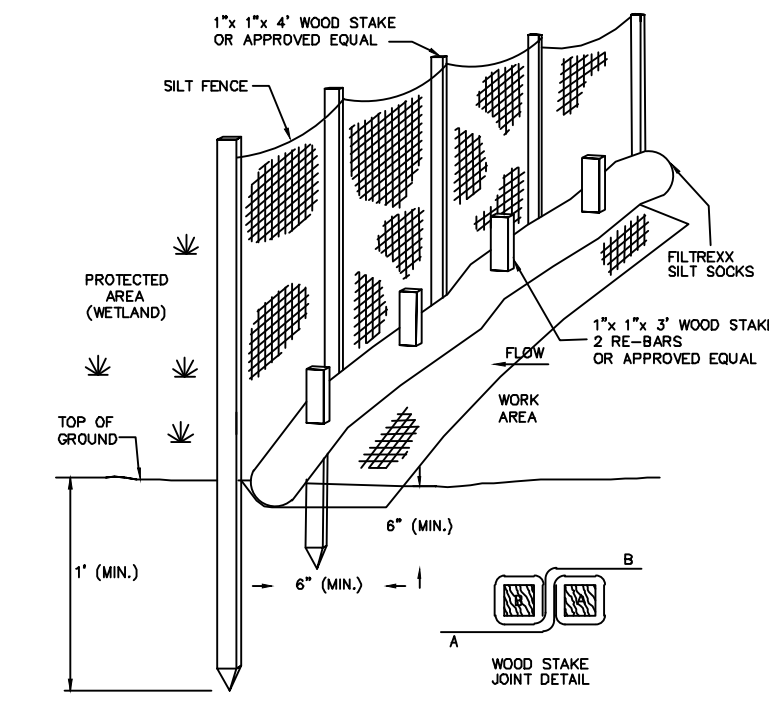
**SITE PREPARATION:**

- 1. INSTALL REQUIRED STORMWATER CONTROL MEASURES.
- 2. REMOVE LOOSE ROCK, STONE, AND CONSTRUCTION DEBRIS FROM AREA.
- 3. PERFORM ALL PLANTING OPERATIONS PARALLEL TO THE CONTOURS OF THE SLOPE.
- 4. APPLY TOPSOIL AS INDICATED ELSEWHERE HEREIN.
- 5. APPLY FERTILIZER ACCORDING TO SOIL TEST OR:
  - SPREAD SEEDING: WORK DEEPLY IN SOIL, BEFORE SEEDING, 300LBS. OF 10-10-10 FERTILIZER PER ACRE (7LBS. PER 1,000 SQ. FT.); THEN SIX (6) TO EIGHT (8) WEEKS LATER, APPLY ON THE SURFACE AN ADDITIONAL 30 LBS. OF 10-10-10 FERTILIZER PER ACRE
  - AFTER NO MORE THAN 30 DAYS, TEMPORARY COVER SHALL BE APPLIED.
  - FALL SEEDING: WORK DEEPLY IN SOIL, BEFORE SEEDING, 600 LBS. OF 10-10-10 FERTILIZER PER ACRE (14 LBS. PER 1,000 SQ. FT.).

**MONITORING AND MAINTENANCE**

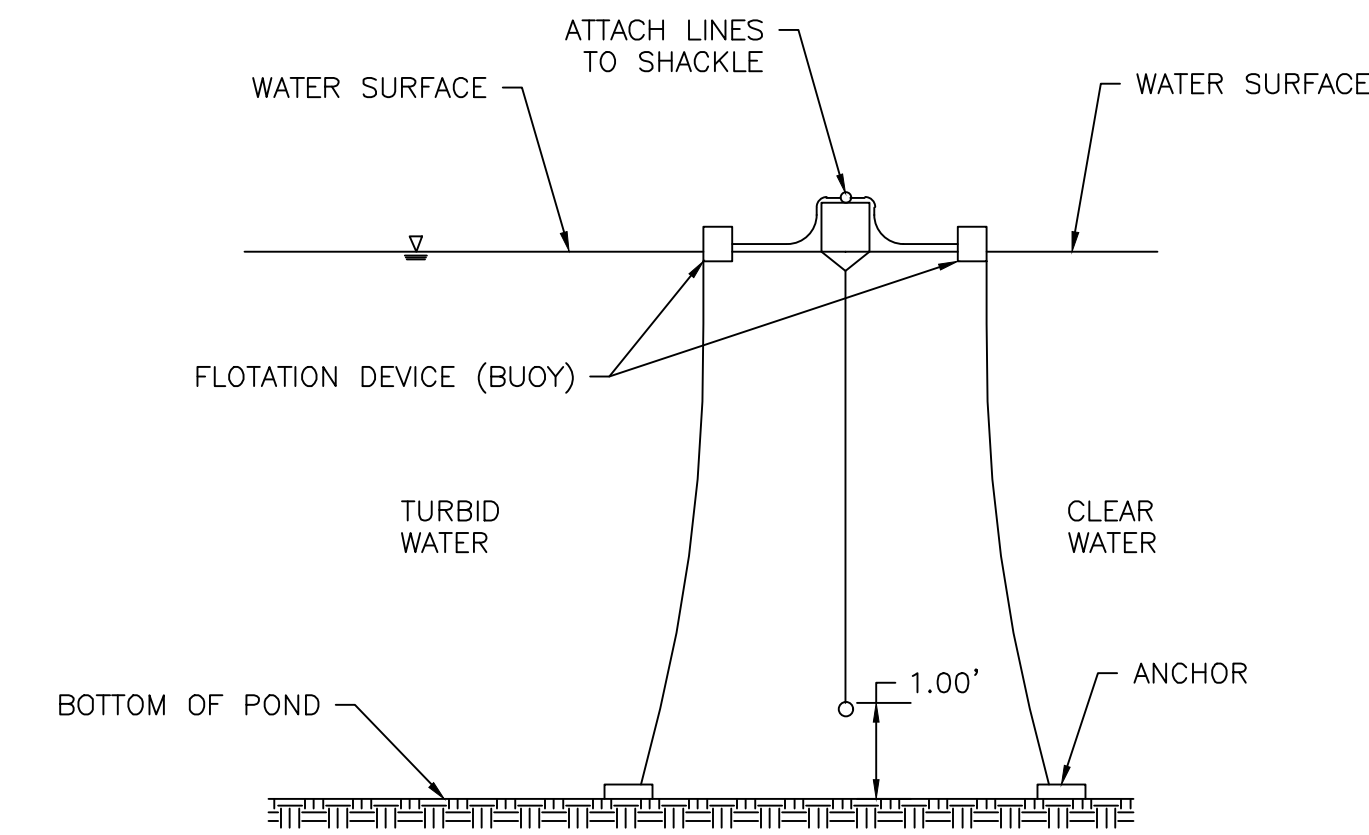
INSPECTIONS OF CONSTRUCTION EROSION CONTROLS WILL BE COMPLETED AT LEAST ONCE EVERY DAY AND WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 0.5 INCH OR MORE. EROSION CONTROLS WILL BE CLEANED, REPAIRED OR REPLACED WITHIN 24 HOURS OF INSPECTION OR NOTIFICATION OF A PROBLEM. INSPECTION RECORDS OF MAINTENANCE ACTIVITIES AND ANY PLAN MODIFICATIONS WILL BE KEPT AT THE CONSTRUCTION SITE AND MADE AVAILABLE FOR REVIEW.

THE CONTRACTOR WILL BE RESPONSIBLE FOR THE MAINTENANCE OF THE EROSION CONTROL MEASURES DURING CONSTRUCTION AND AFTER PROJECT COMPLETION.

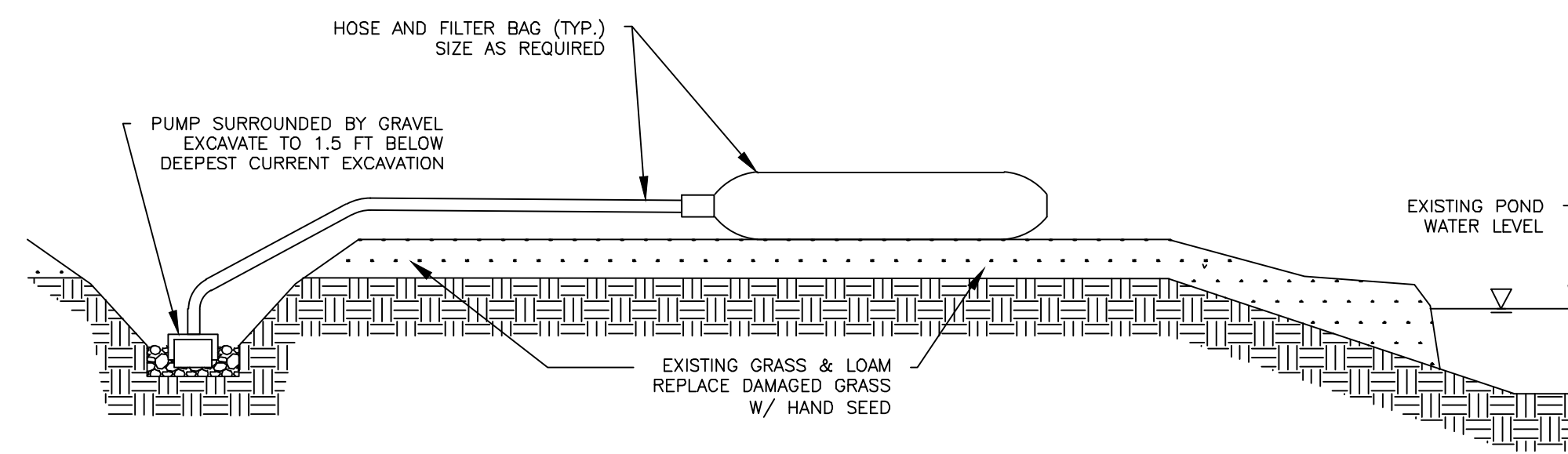


- 1. SILT FENCE SHALL BE EMBEDDED IN THE SOIL A MINIMUM OF 6" STAKE THROUGH FILTEREXX SILT SOCK AND INTO SILT FENCE FABRIC.
- 2. ALL MATERIAL TO MEET FILTEREXX SPECIFICATIONS.

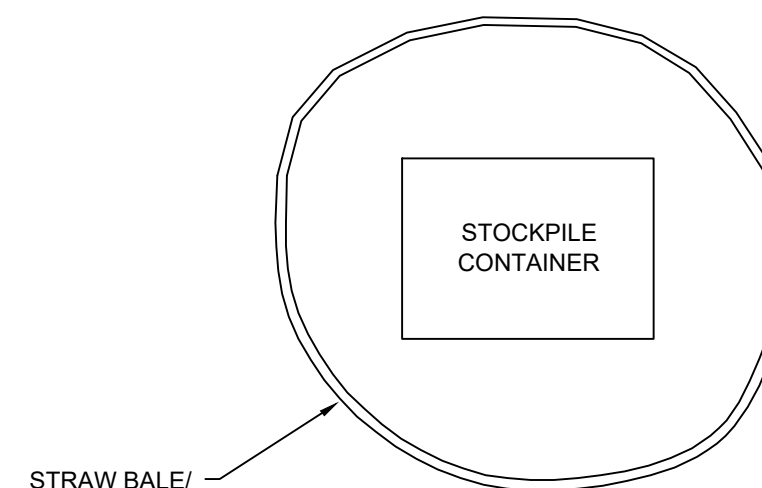
**LINEAR EROSION AND SEDIMENTATION CONTROLS DETAIL**  
 SCALE N.T.S.



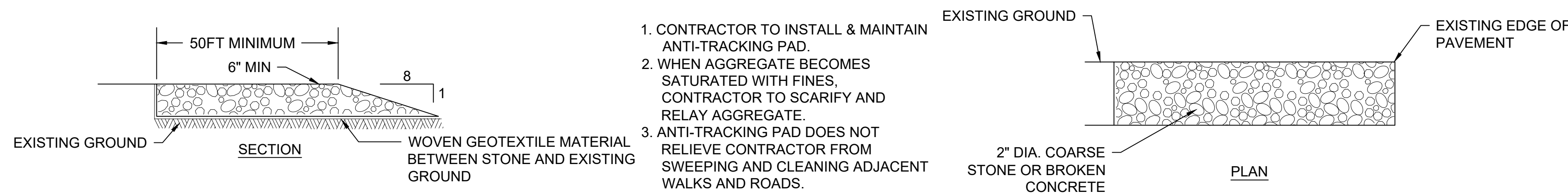
**TURBIDITY CURTAIN DETAIL**  
 SCALE N.T.S.



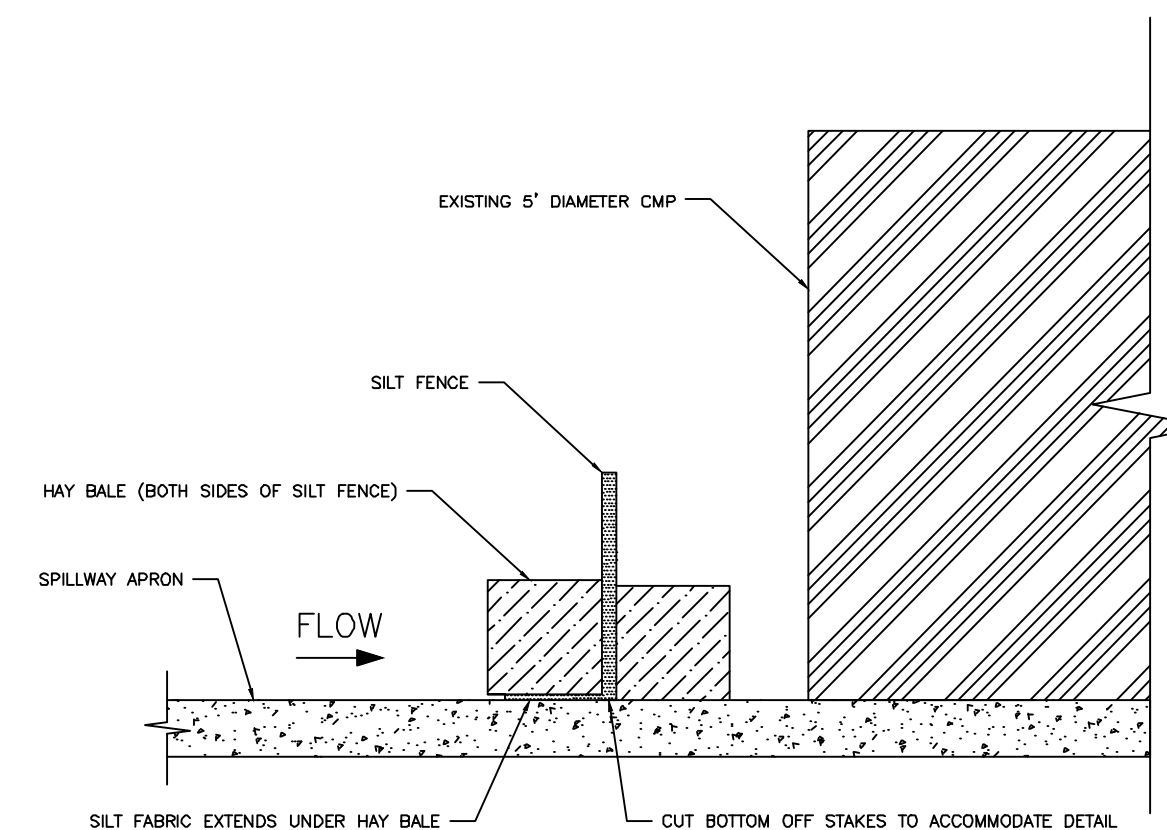
**DEWATERING DETAIL**  
 SCALE N.T.S.



**STOCKPILE EROSION CONTROL DETAIL**  
 SCALE N.T.S.



**TYPICAL ANTI-TRACKING PAD DETAIL**  
 SCALE N.T.S.



**SPILLWAY APRON EROSION AND SEDIMENTATION CONTROLS DETAIL**  
 SCALE N.T.S.

**GENERAL NOTES**

No.	Revision/Issue	Date

COMPREHENSIVE ENVIRONMENTAL INCORPORATED

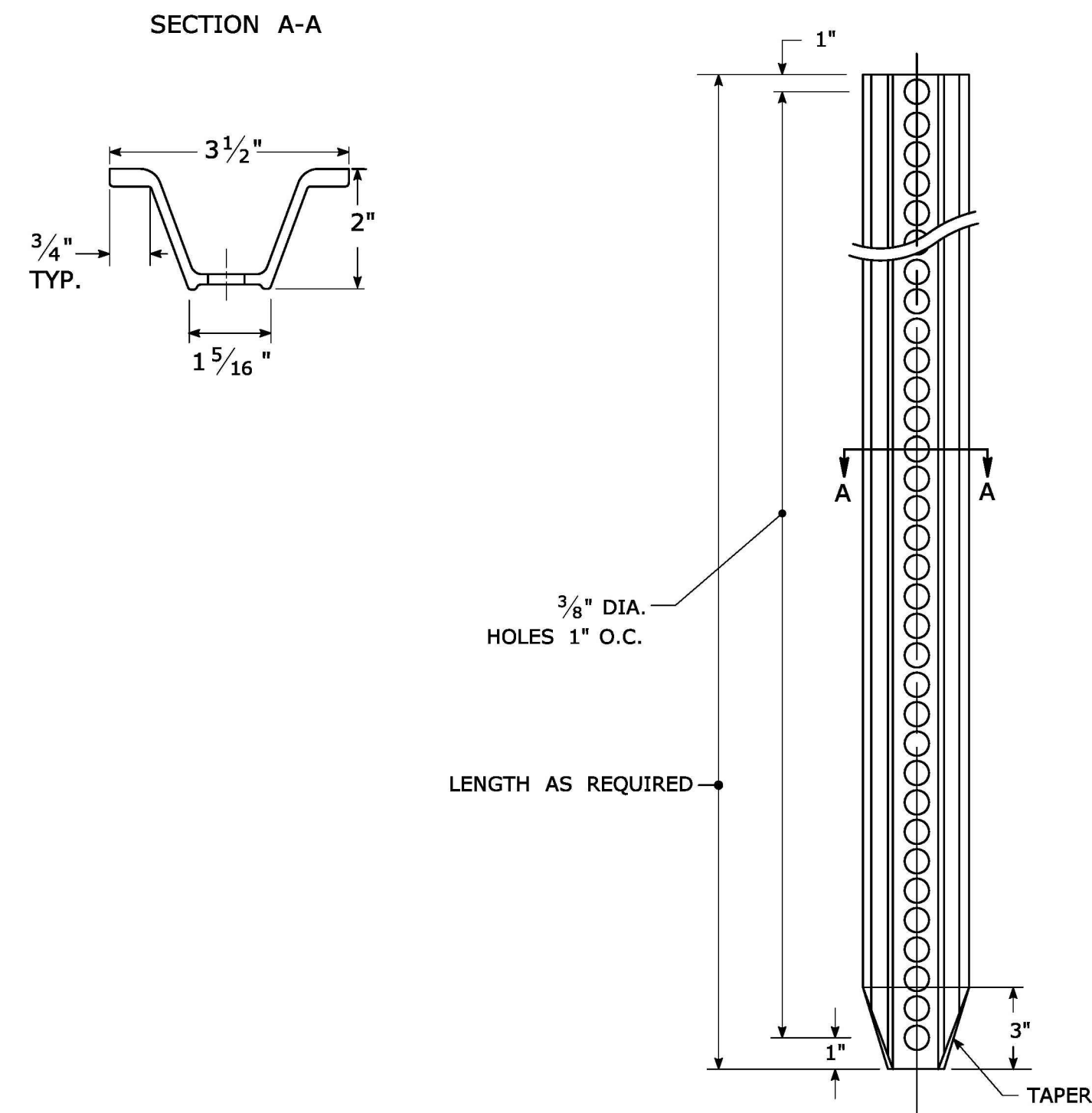
1 HARTFORD SQUARE  
 NEW BRITAIN, CT 06052

**E&S DETAILS**  
 Town of East Lyme, CT

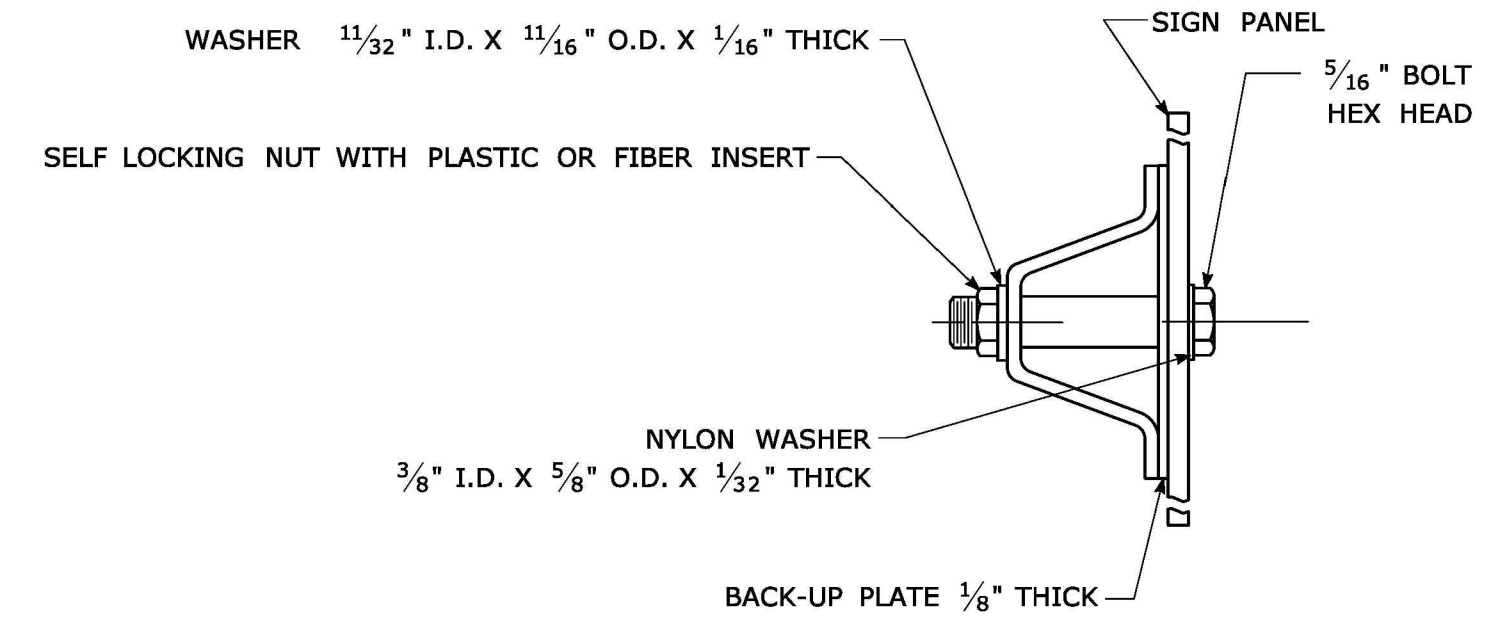
Project No.: 385	Sheet
Date: 3/17/2026	<b>C-7</b>
Drawn By: JRJ	
Checked By: SA	
Scale: AS SHOWN	



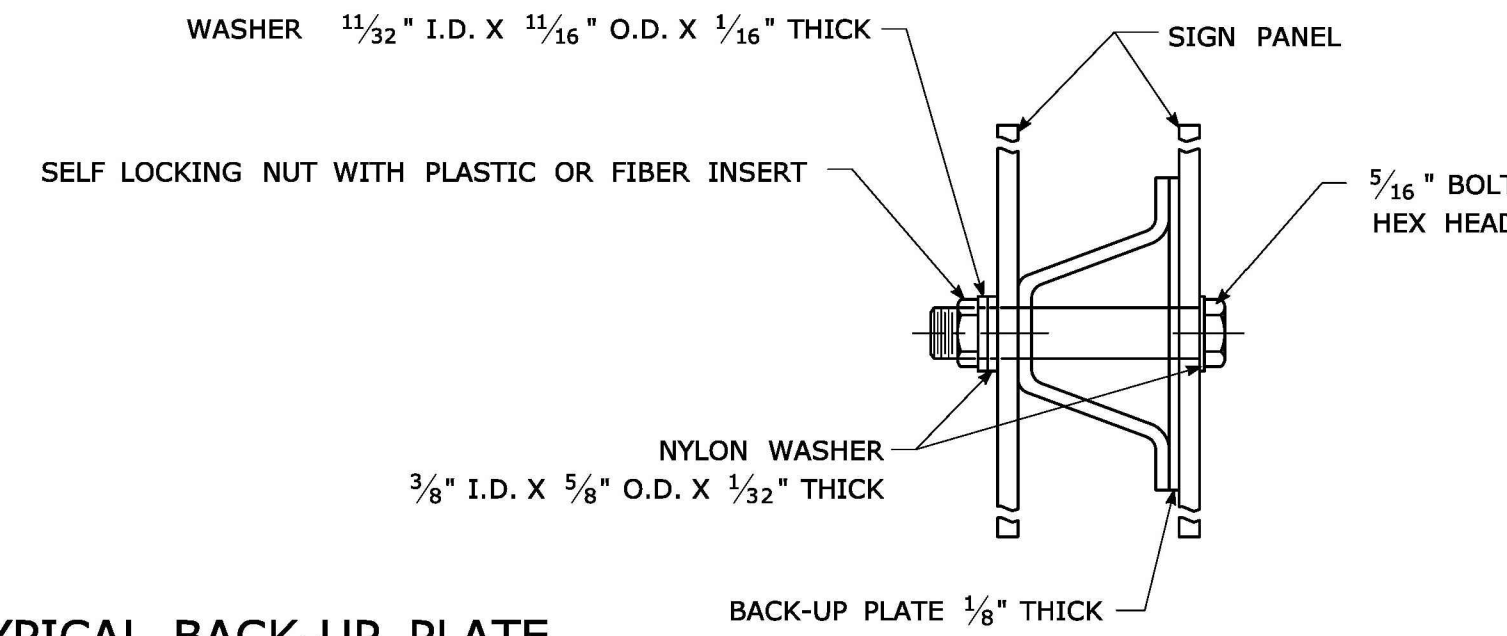
**TYPICAL METAL SIGN POSTS**



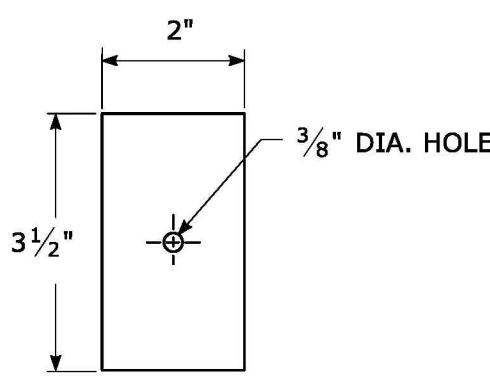
**TYPICAL SIGN PANEL ATTACHMENT**



**TYPICAL BACK TO BACK SIGN PANEL ATTACHMENT**



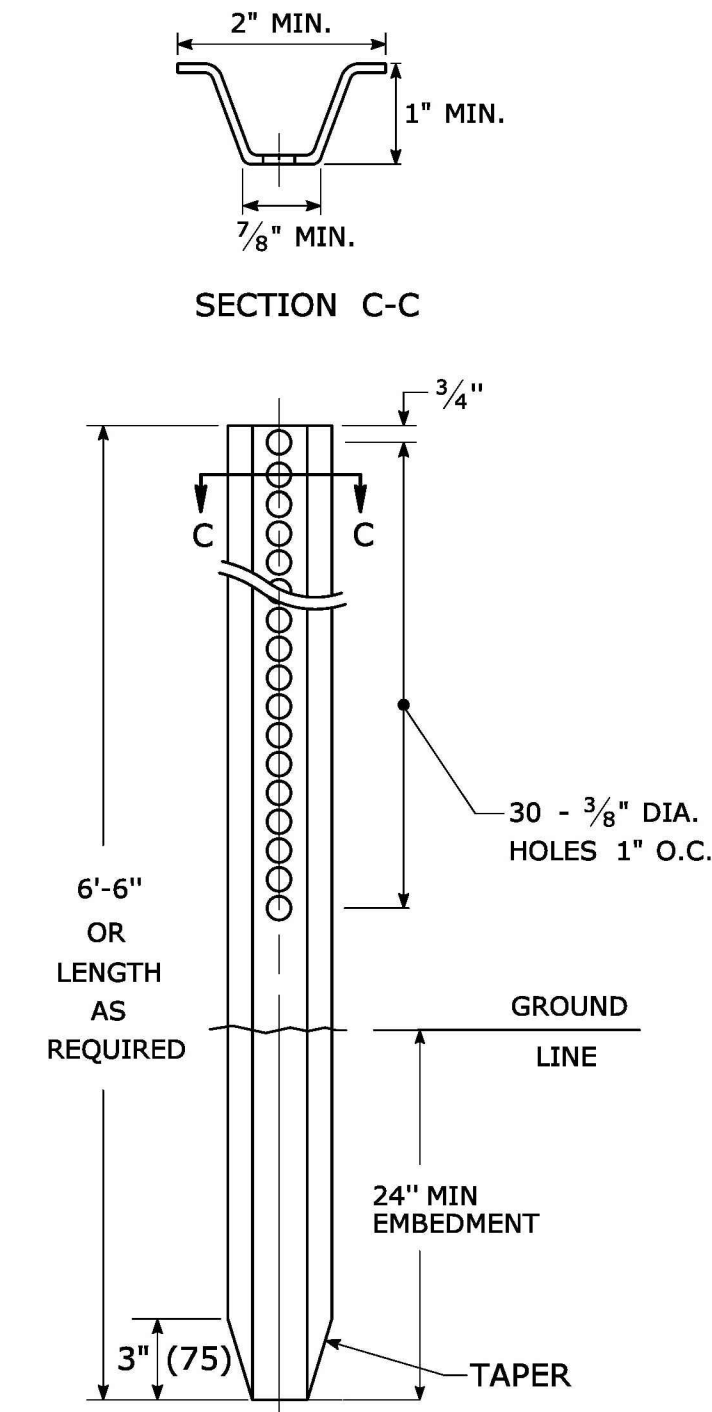
**TYPICAL BACK-UP PLATE**



BOLTS - STAINLESS STEEL CONFORMING TO ASTM F593, ALLOY GROUP 1 OR 2 (ALLOY TYPES 304 OR 316).  
 SELF LOCKING NUTS - STAINLESS STEEL CONFORMING TO ASTM F594, ALLOY GROUP 1 OR 2 (ALLOY TYPES 304 OR 316).  
 WASHERS - STAINLESS STEEL CONFORMING TO ASTM A240, (ALLOY TYPES 304 OR 316).

**METAL DELINEATOR POST**

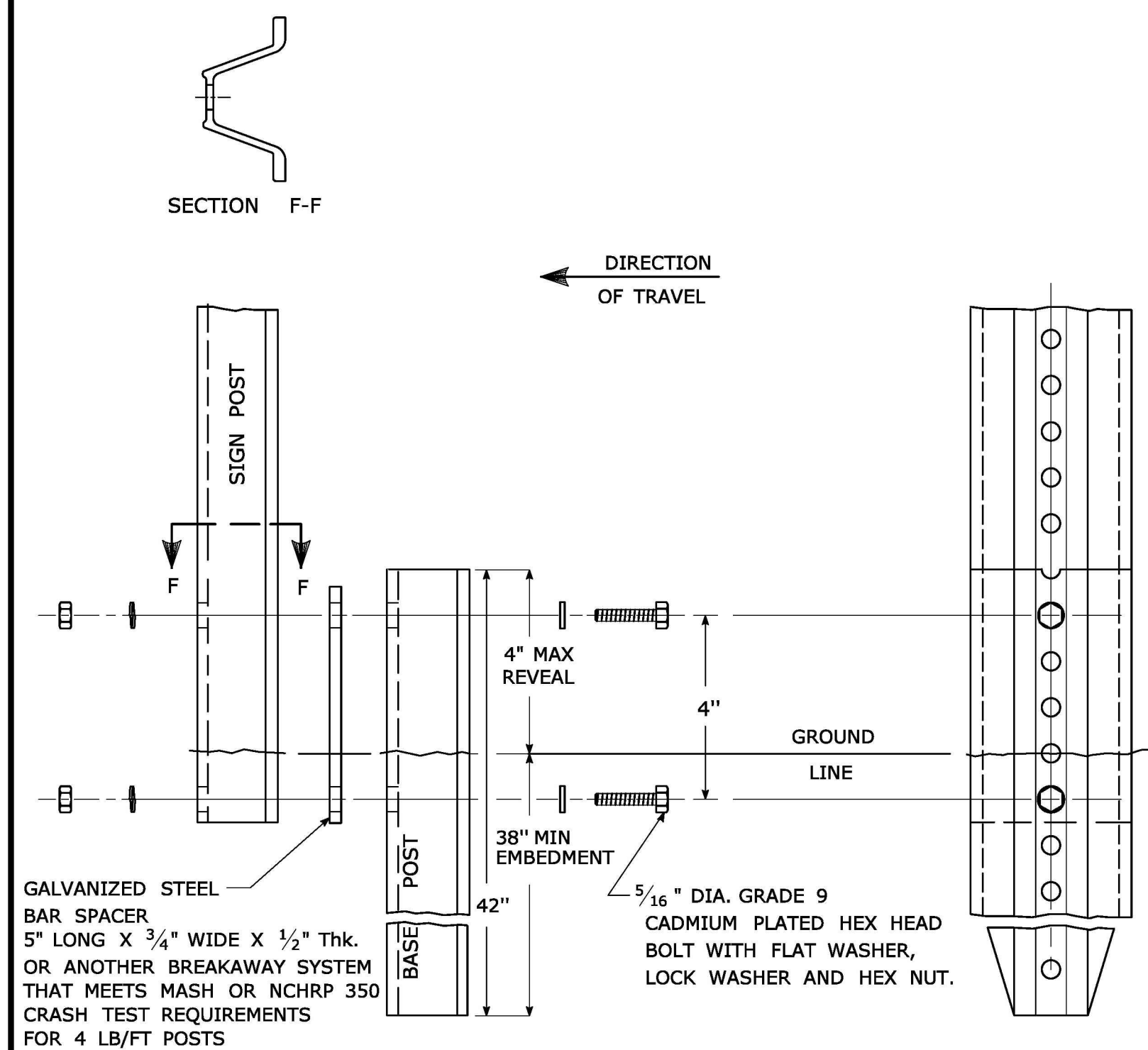
WT./FT. = 1.12 LBS./FT. MIN.



**GENERAL NOTES:**

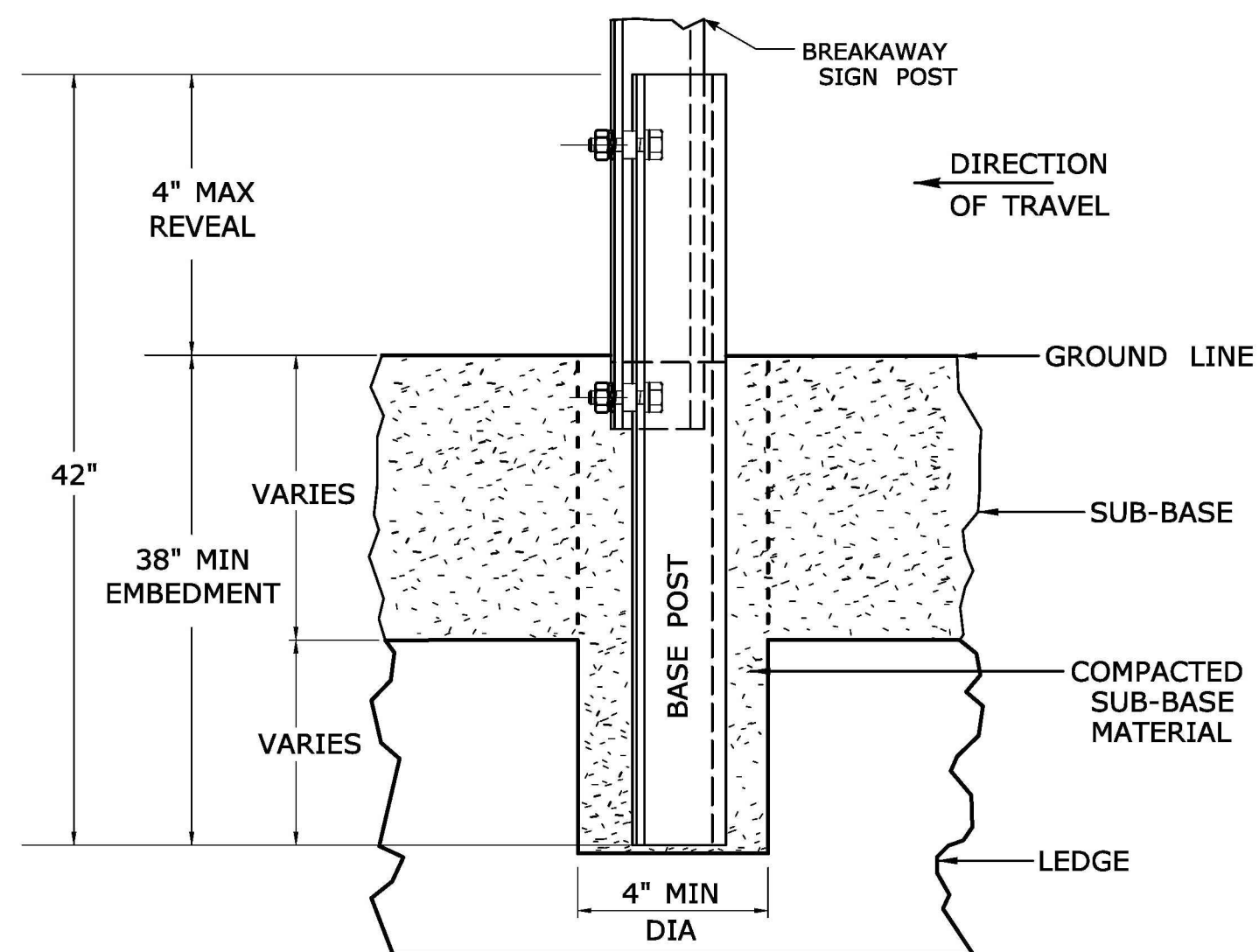
1. STEEL FOR DELINEATOR POSTS SHALL BE ASTM A36 STEEL. STEEL FOR ALL OTHER POSTS SHALL CONFORM TO THE MECHANICAL REQUIREMENTS OF ASTM A 499 GRADE 80 AND TO THE CHEMICAL REQUIREMENTS OF ASTM A1 CARBON STEEL TEE RAIL HAVING NOMINAL WEIGHT (MASS) OF 91 LBS. OR GREATER PER LINEAR YARD.
2. AFTER FABRICATION, ALL STEEL POSTS, STRAPS AND PLATES SHALL BE GALVANIZED TO MEET THE REQUIREMENTS OF ASTM A123.
3. WASHERS FOR BREAKAWAY INSTALLATIONS SHALL MEET ASTM F436, TYPE 1.
4. SPACER BAR FOR BREAKAWAY INSTALLATION SHALL CONFORM TO THE MECHANICAL REQUIREMENTS OF ASTM A36.
5. ALL BOLTS, NUTS, AND WASHERS FOR BREAKAWAY INSTALLATIONS SHALL BE GALVANIZED TO MEET THE REQUIREMENTS OF ASTM A153.
6. ALL SIGN POSTS SHALL HAVE BREAKAWAY FEATURES THAT MEET AASHTO REQUIREMENTS CONTAINED IN THE CURRENT "STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS." THE BREAKAWAY FEATURES SHALL BE STRUCTURALLY ADEQUATE TO CARRY THE SIGNS SHOWN IN THE PLANS AT 60 MPH WIND LOADINGS. INSTALLATIONS SHALL BE IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.
7. SIGN POSTS SHALL BE 4 LBS./FT.

**BREAKAWAY INSTALLATION FOR 4 LBS./FT. POSTS**

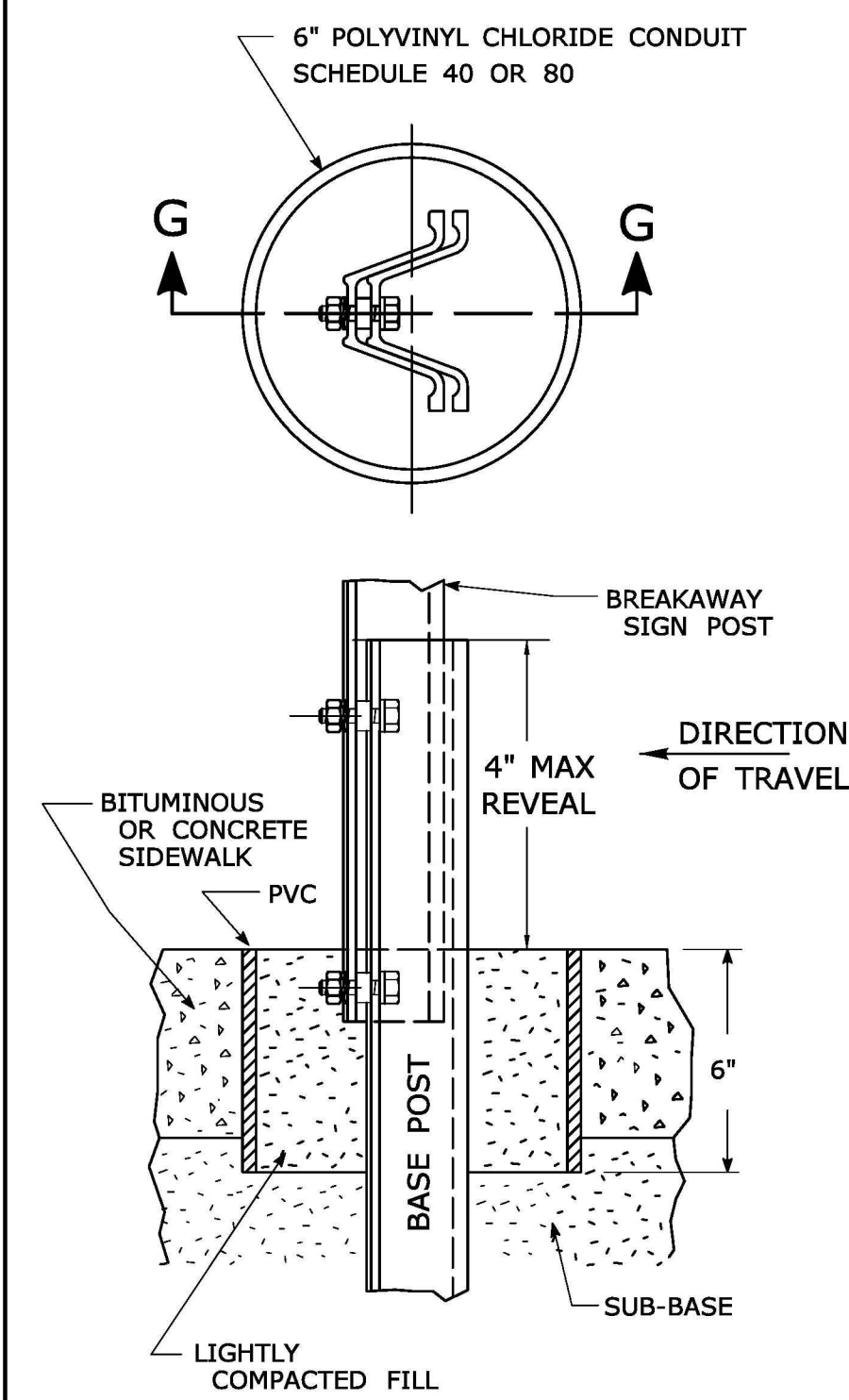


**TYPICAL SIGN POST INSTALLATION IN LEDGE**

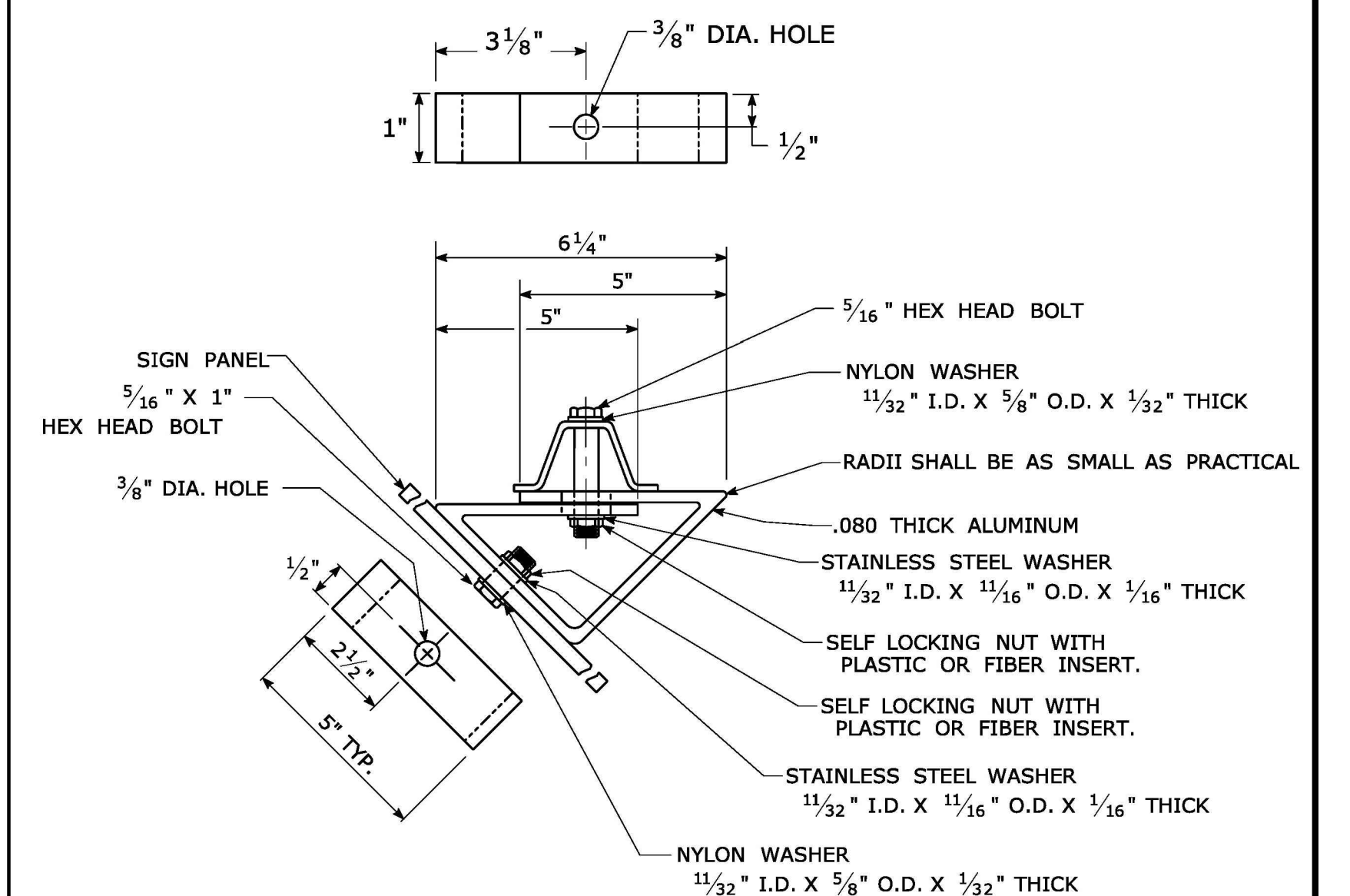
LEDGE SHALL BE REMOVED TO DRIVE THE BASE POST TO A DEPTH OF 38".  
 HOLE SHALL BE FILLED WITH SUB-BASE MATERIAL AND COMPACTED WITH A TAMPING BAR, OR TECHNIQUE APPROVED BY THE ENGINEER, PRIOR TO BASE POST INSTALLATION.



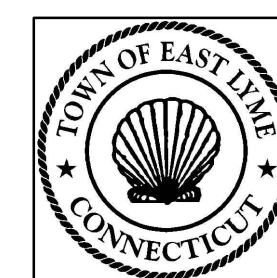
**TYPICAL SLEEVE FOR PAVED AREAS**



**45° MOUNTING BRACKET FOR INSTALLATION OF PARKING SIGNS**



1	4/23/25	ADDED DRIVEWAY RADIUS AND BREAKAWAY SIGN DETAILS
2	3/18/26	FOR CONSTRUCTION



No.	DATE	REVISIONS

**PARKING LOT**  
 PLANTS DAM  
 BOSTON POST ROAD (ROUTE 1)  
 NANTIC, CONNECTICUT  
 PREPARED BY  
 THE EAST LYME  
 ENGINEERING DEPARTMENT

DATE: MAY, 2025  
 DRAWN BY: PJG  
 CHECKED BY: ATK  
 DWG. NO.: SP-2  
 SHEET NO.: 2 OF 2