

**SECTION 1.10**  
**ENVIRONMENTAL COMPLIANCE**

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**1.10.01—General:** This Section identifies those construction activities and other activities under the Department's control or jurisdiction which may have a negative effect on the environment, including the State's native waters and natural resources; and to prevent or minimize any damage to the environment which might result from such activities, either during or following the completion of any transportation Project.

The Contractor shall comply with all Project permits and permit applications as though the Contractor were the permittee. If at the time the permit is issued, its contents differ from those outlined in the application, the permit shall govern. Should the permit be issued after the solicitation of bid proposals, and should the permit requirements significantly change the character of the work as described in the proposals, Contract adjustments will be made in accordance with the applicable articles in Section 1.04.

This Section reinforces those environmental protection requirements which the Contractor is bound to meet under the Contract, or under Federal or State laws or regulations. If the Contractor fails to comply with environmental provisions of the Contract or the law, the Contractor shall be penalized as prescribed in this Section and elsewhere in the Contract.

**1.10.02—Compliance With Laws and Regulations:** The Contractor shall conduct its operations in conformance with Federal and State permit requirements concerning water, air and noise pollution, and the disposal of controlled or hazardous materials. Permit requirements include, but are not limited to, those established by Federal regulations administered by the United States Coast Guard, Army Corps of Engineers, or Environmental Protection Agency.

Appropriate permits shall be required for all activities associated with or incidental to the Contractor's operations, including, but not limited to, those regarding the Project site or adjacent areas, waste and disposal areas, borrow and gravel banks, storage areas, haul roads, access roads, detours, field offices, or any other temporary staging areas. The Contractor shall be responsible for, and hold the State harmless from, any penalties or fines which may be assessed by any authority due to the Contractor's failure to comply with any term of an applicable permit.

The Department will be responsible for obtaining all environmental permits required for Contract work.

Any request by the Contractor for authorization of activities or methods not specifically called for or allowed by the applicable permits issued for the Project must be submitted by the Contractor in writing to the Engineer. Such a request must include a detailed description of the proposed activities or methods, and must include justifications for same, along with supporting documentation, showing that the proposed activity or method will not create a risk of damage to the environment. If such request is granted by the Engineer, the Department will process an application to the appropriate regulatory agency or agencies for any permit amendment, modification, revision or new permit required for the Contractor to carry out the changed activities or methods in question. The Department does not, however, guarantee that it will be able to obtain the desired permit amendment, modification or revision; and the Department will not be liable for the effects of any inability to do so.

The Contractor will not be entitled to any extension of Contract time as a result of the Engineer's granting of the Contractor's request. If the amendment, modification, or revision of the permit is not necessary except to make possible the changes requested by the Contractor, then no claim may be made by the Contractor based on the amount of time taken by the Department to review the Contractor's proposal, or to apply for or secure the permit amendment, modification or revision. No such proposed additional activity shall commence, nor shall such a changed method be used, until and unless the Engineer approves in writing the Contractor's request.

In case of a failure by the Contractor to perform pollution control work as required by the Engineer, the Engineer may, after having given the Contractor 24 hours advance written notice of its intention to do so,

arrange for said work to be performed by other forces, and will deduct the cost from any monies due or which may become due to the Contractor under the Contract or under any other State contract.

**1.10.03—Water Pollution Control:**

1. In relation to its Project work, the Contractor shall, throughout the duration of the Contract, control and abate siltation, sedimentation and pollution of all waters, including but not limited to under ground water systems, inland wetlands, and tidal, coastal, or navigable waters. Construction methods proposed by the Contractor must conform to permit application and permit requirements. The Contractor shall assume responsibility for all obligations and costs incurred as a result of the Contractor's failure to comply with the terms and conditions of such applications or permits.

The Contractor shall obtain any permits and pay any fees required for the performance of Project work which is not in the original Contract and (i) which has been made necessary by a failure of the Contractor to comply with any Contract water pollution control requirement, (ii) which is proposed by the Contractor and accepted by the Engineer, (iii) which is to be performed outside the Project limits, (iv) which will involve or necessitate water-handling activities, including, but not limited to, the removal of material from, deposit of materials into, obstruction of, construction within, alteration or pollution of, any inland wetland, tidal wetland, coastal or navigable water, stream, pond, lake, water supply, other body of water or other regulated area.

2. Provisions of the best management practices may be superseded by specific permits from the DEEP. The Contractor shall not make any design change in the Contract work which requires a variance from the requirements of the following items until and unless the Contractor has first submitted a detailed written proposal for such change to the Engineer for review by the Department and for transmittal to and review by the DEEP, and has then received written approval from the Department of the proposed variance.

**BEST MANAGEMENT PRACTICES**

1. No Project construction shall proceed until (i) the Contractor has submitted in writing to the Engineer its erosion and sedimentation control plans for all Project construction; (ii) the Engineer has given in writing his approval of said plans; and (iii) the Contractor has installed all erosion and sedimentation controls called for by said plans approved by the Engineer. Such plans shall be consistent with the Connecticut Council on Soil & Water Conservation's "Connecticut Guidelines for Soil Erosion and Sediment Control" (which is available from the DEEP) and with the version of the Department's "On Site Mitigation for Construction Activities" which is in effect at the time that Contract bid proposals are solicited.
2. Fueling of equipment or machinery within 25 feet (8 m) of any wetland or watercourse shall be allowed only with the advance written approval of the Engineer.
3. No Project construction shall proceed unless and until a written proposal of methods to prevent construction debris, paint, spent blast materials, or other materials from entering any wetland or watercourse has been submitted by the Contractor and approved by the Engineer in writing; and until such methods have been implemented as the Engineer directs. Such materials shall be collected and disposed of in accordance with all applicable Federal and State laws and regulations. The Engineer may order the Contractor to cease such activity if, in the opinion of the Engineer, weather conditions threaten to cause the deposit of such materials into a wetland or watercourse.
4. No materials resulting from Project construction activities shall be placed in or allowed to contribute to the degradation of a wetland or watercourse. Disposal of any material shall be in accordance with Federal and State laws and regulations.
5. Forging of streams with equipment shall be prohibited, except as approved by the Engineer. Such equipment travel shall be minimized. When frequent equipment travel on stream banks and beds is necessary, the Contractor shall place washed stone as and where necessary in order to minimize erosion, scour, and turbidity; but the Contractor must not do so in a way that will create a significant grade change in the wetland or watercourse.
6. All off-site disposal locations for material and debris resulting from Project construction shall be submitted in writing to the Engineer in advance of their use, and the Engineer shall determine if they are acceptable. The Contractor shall ensure that such locations are outside of wetlands or watercourses, floodplains and stream channel encroachment lines, unless otherwise approved by local, state, or Federal agencies with jurisdiction over the matter. Copies of such approvals shall be kept at the Project site by the Engineer in the environmental inspection folder. Furthermore, the Contractor shall ensure that material from the Project is not placed within an area that has a

better water quality classification than does the area from which it was taken, as indicated by the latest DEEP Water Quality Classifications Maps. Any proposed location for disposal of material within a State right-of-way must also be submitted in advance by the Contractor in writing to the Engineer for subsequent review and approval by the Office of Environmental Planning and the Office of Engineering.

7. A construction-sequencing plan and a water-handling plan, including a contingency plan for flood events, must be submitted by the Contractor in writing to the Engineer, and approved by the Engineer, prior to the commencement of any Project construction in a waterway. Water shall be kept deep enough in the channel to allow for the passage of fish and the continuous flow of the watercourse unless the Engineer directs otherwise. Any revised version of the water-handling plan must be capable of accommodating a two-year storm. Any water-handling system that may be in place longer than 6 months must be designed in accordance with the Department's Drainage Manual.
8. When dewatering is necessary, pumps used for same shall not be allowed to discharge directly into a wetland or watercourse. Prior to any dewatering, the Contractor must submit to the Engineer a written proposal for specific methods and devices to be used for same, and must obtain the Engineer's written approval of such methods and devices, including, but not limited to, the pumping of water into a temporary sedimentation basin, providing surge protection at the inlet or outlet of pumps, floating the intake of a pump, or any other method for minimizing and retaining the suspended solids. If the Engineer determines that a pumping operation is causing turbidity problems, the Contractor shall halt said operation until a means of controlling the turbidity is submitted by the Contractor in writing to the Engineer, approved in writing by the Engineer and implemented by the Contractor.
9. Work within or adjacent to watercourses shall be conducted during periods of low flow, whenever possible. The Engineer shall remain aware of flow conditions during the conduct of such work, and shall order such work stopped if flow conditions threaten to cause excessive erosion, siltation or turbidity. The Contractor shall make every effort to secure the work site before predicted major storms. A major storm shall be defined as a storm predicted by NOAA Weather Service with warnings of flooding, severe thunderstorms, or similarly severe weather conditions or effects. Unless allowed by a DEEP permit, no materials shall be stored and no staging areas shall be placed below the 100-year elevation. Materials which are buoyant, hazardous, flammable, explosive, soluble, expansive, radioactive, and any other materials that could be injurious to human, animal or plant life in the event of a flood shall not be stored below the 500-year flood level.
10. All temporary fill shall be stabilized to prevent erosion and shall be contained so as to prevent sediment or other particulate matter from entering a wetland or watercourse. All areas affected by temporary fills must be restored to their original contours or as directed by the Engineer, and vegetated. Temporary fill shall be placed and excavation shall occur only as and where necessary for Project construction, as determined by the Engineer.
11. The Contractor shall perform seeding within 7 days of reaching an appropriate grading increment, as determined by the Engineer. If the Engineer directs the Contractor, or if the Contractor intends, that a grading operation will be suspended for a period of 30 or more consecutive days, the Contractor shall, within the first 7 days of that period, accomplish required seeding, or take such other measures to stabilize the soil as may be required by the Engineer.
12. Dumping of oil, chemicals or other deleterious materials on the ground or into a watercourse is forbidden. The Contractor shall provide a means of catching, retaining, and properly disposing of drained oil, removed oil filters, and other deleterious material. The Contractor shall immediately report all spills of such materials to the Engineer and the DEEP.
13. All application of herbicides or pesticides within 25 feet (8 m) of any wetland or watercourse is prohibited. All permitted applications of such materials must be done by a Connecticut-licensed applicator. The Contractor shall submit in writing to the Engineer the proposed applicator's name and license number, and must receive the Engineer's approval of the proposed applicator, before such application may be performed.
14. During spawning seasons and in spawning areas, as defined in the Contract, discharges and construction activities shall be restricted so as not to disturb or inhibit aquatic species indigenous to the waters.

3. If the Contractor wants to make a change in construction operations or scheduling which would affect the use of or necessity for any pollution controls, the Contractor must submit before beginning to implement those changes a written proposal detailing them to the Engineer, and must receive the Engineer's approval of those changes before beginning to make them. Such submission must include a plan showing what erosion and sedimentation controls above and beyond those called for in the Contract would be necessitated by the proposed change.

4. The Contractor shall inspect erosion and sedimentation controls immediately after each rainfall of at least 0.1 inch (3 mm), and at least daily during prolonged rainfall. The Contractor shall maintain all erosion and sedimentation control devices in a functional condition, in accordance with the "Connecticut Guidelines for Soil Erosion and Sediment Control," as revised, and the Department's "On Site Mitigation for Construction Activities," as revised. In the event that the Contractor fails to maintain such devices in accordance with such documents, and the Contractor does not correct said failures within 24 hours after receipt of written notice of such failures from the Engineer, the Department may proceed with its own or other forces to remedy such failures. The cost to the Department of curing any such specified failure will be deducted from monies owed to the Contractor under the Contract or under any other State contract.

**1.10.04—Air Quality Control:** The Contractor shall exercise every reasonable precaution throughout the duration of the Contract to safeguard the air resources of the State by controlling and abating air pollution in accordance with the DEEP's regulations. These measures shall include the control and abatement of dust, mist, smoke, vapor, gas, aerosol, other particulate matter, odorous substances and any combination thereof arising from Project operations, hauling, storage, or manufacture of materials. The Contractor shall be responsible for obtaining any permits necessary for the operation of its Project equipment including but not limited to crushers, compressors and generators.

**1.10.05—Noise Pollution:** The Contractor shall take measures to control the noise caused by its construction operations, including but not limited to noise generated by equipment used for drilling, pile-driving, blasting, excavation or hauling.

All methods and devices employed to minimize noise shall be subject to the continuing approval of the Engineer. The maximum allowable level of noise at the residence or occupied building nearest to the Project site shall be 90 decibels on the "A" weighted scale (dBA). The Contractor shall halt any Project operation that violates this standard until the Contractor develops and implements a methodology that enables it to conduct its Project operations within the 90-dBA limit.

**1.10.06—Protection of Archaeological and Paleontological Remains and Materials:** The Contractor shall be alert to the possibility that, during the prosecution of the Project, significant archaeological or paleontological remains or other such materials may be uncovered. When archaeological or paleontological materials are uncovered, the Contractor shall immediately halt operations in the location of same and shall notify the Engineer of said discovery. The Contractor shall make every effort to preserve archaeological or paleontological materials intact in their original positions, in order to preserve the archaeological or paleontological nature and importance of such materials in relation to one another and to the enclosing soil.

The Engineer shall have the authority to suspend Project work in the area of such discovery for the purpose of preserving, documenting and recovering the archaeological or paleontological materials. The Contractor shall carry out all instructions of the Engineer for the protection of such materials, including steps to protect the site from vandalism and unauthorized investigations, from accidental damage and from dangers such as heavy rainfall or runoff. The Contractor shall reschedule its work to minimize any loss of the time needed to complete the Project while the State evaluates, records and salvages the archaeological or paleontological materials.

Extra work ordered by the Engineer in this connection will be paid for in accordance with Articles 1.04.05 and 1.09.04. Delays caused by archaeological or paleontological preservation and protection, which the Contractor demonstrates have delayed completion of the Project, will be treated under the provisions for extension of time, Article 1.08.08.

**1.10.07—Controlled and Hazardous Materials:** The Department will acquire any "Hazardous Waste Generator Permit(s)" required under the Resource Conservation and Recovery Act, for the management and disposal of hazardous materials on the Project site, provided that:

1. Such material is within the construction limits defined in the Contract,
2. Such material is not comprised of waste materials generated by the Contractor.

If the Department has designated in the Contract, an area of known or suspected contamination within the Project limits, the Contractor shall dispose of such material in accordance with the relevant special

provisions.

In the event that the Contractor encounters or exposes any material, not previously known or suspected to be contaminated, but which exhibits properties that may indicate the presence of controlled or hazardous material, the Contractor shall cease all operations in the material's vicinity, and shall immediately notify the Engineer of the material's discovery. The presence of barrels, discolored earth, metal, wood, visible fumes or smoke, abnormal odors or excessively hot earth may indicate the presence of controlled or hazardous material, and shall be treated with extreme caution.

If controlled or hazardous materials, other than those required for Contract operations, are discovered at the Project site, the Department may engage a specialty contractor to handle and dispose of the materials.

When the Contractor performs support work incidental to the removal, treatment or disposal of controlled or hazardous material, the Department will pay for same at the applicable Contract unit prices. When the Contract does not include appropriate pay items, payment will be made in accordance with Article 1.04.05.

The Contractor shall observe all security precautions established pursuant to 29 CFR 1910.120 and 1926.65, including all revisions and amendments thereof, and shall not work in any area known to contain or suspected of containing controlled or hazardous material without prior written approval from the Engineer.

The Contractor shall assume sole responsibility for the proper storage, handling, management, and disposal of all regulated materials and wastes associated with its operations, including, but not limited to, lubricants, antifreeze, engine fluids, paints, and solvents. All costs associated with any failure by the Contractor to properly manage such materials in accordance with Federal and State regulations, and all remedial and punitive costs incurred by the Department as a result of such failure shall be borne by the Contractor.

This article does not apply to coatings removed by the Contractor.

**1.10.08–Vehicle Emissions:** All motor vehicles and/or construction equipment (both on-highway and non-road) shall comply with all pertinent State and Federal regulations relative to exhaust emission controls and safety.

The Contractor shall establish staging zones for vehicles that are waiting to load or unload at the contract area. Such zones shall be located where the emissions from the vehicles will have minimum impact on abutters and the general public.

Idling of delivery trucks, dump trucks, and other equipment shall not be permitted in excess of 3 minutes during periods of non-activity except as allowed by the Regulations of Connecticut State Agencies Section 22a-174-18(b)(3)(c):

No mobile source engine shall be allowed “to operate for more than three (3) consecutive minutes when the mobile source is not in motion, except as follows:

- (i) When a mobile source is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control,
- (ii) When it is necessary to operate defrosting, heating or cooling equipment to ensure the safety or health of the driver or passengers,
- (iii) When it is necessary to operate auxiliary equipment that is located in or on the mobile source to accomplish the intended use of the mobile source,
- (iv) To bring the mobile source to the manufacturer’s recommended operating temperature,
- (v) When the outdoor temperature is below twenty degrees Fahrenheit (20 degrees F) [negative seven degrees Celsius (-7 degrees C)],
- (vi) When the mobile source is undergoing maintenance that requires such mobile source be operated for more than three (3) consecutive minutes, or
- (vii) When a mobile source is in queue to be inspected by U.S. military personnel prior to gaining access to a U.S. military installation.”

All work shall be conducted to ensure that no harmful effects are caused to adjacent sensitive receptors. Sensitive receptors include but are not limited to hospitals, schools, daycare facilities, elderly housing and convalescent facilities. Engine exhaust shall be located away from fresh air intakes, air conditioners, and windows.

A Vehicle Emissions Mitigation plan will be required for areas where extensive work will be performed within less than 50 feet (15 meters) to sensitive receptors. No work will proceed until a sequence of construction and a Vehicle Emissions Mitigation plan is submitted in writing to the Engineer for review and all comments are addressed in a manner acceptable to the Engineer. The mitigation plan must address the control of vehicle emissions from all vehicles and construction equipment.

Any costs associated with this "Vehicle Emissions" article 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".