

# INVITATION TO BID

RENTSCHLER FIELD  
PARKING  
AND  
TRAFFIC CIRCULATION  
CLEARING PHASE

Project 3097-01

November 12, 2009

State of Connecticut  
Office of Policy and Management

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## Section 1 – IMPORTANT PROJECT INFORMATION

### Project Description and Goals:

The Office of Policy and Management is expecting to shortly receive a donation of land from United Technologies Corporation for construction of permanent parking and related access to support events at the Rentschler Field Stadium located in East Hartford, CT (“Stadium”).

The first phase of construction of these permanent parking and access areas is the cutting and removal of trees, all in accordance with the terms and requirements of the information contained herein.

The contract awarded in response to this Invitation to Bid (ITB) is expected to commence in December, 2009.

### Coordination, Oversight and Compliance Requirements:

**Adriaen’s Landing Legislation:** This project is governed by the requirements of the Adriaen’s Landing statutes (CGS Chapter 588z). The statute contains a number of compliance, oversight and reporting responsibilities that will be required of the Bidder selected in response to this Invitation to Bid.

**IMPORTANT NOTE:** It is the responsibility of each Bidder to become familiar with the program requirements contained in the Statute.

In addition to the professional services that have been retained to meet the statutory requirements identified in C.G.S. Chapter 588z, OPM has or will be retaining additional consultants on this project. The selected Bidder will be expected to develop cooperative working relationships with these consultants. The consultants include, but are not limited to, those identified in the “List of Firms” below.

**Ethics Affidavits and Certifications:** Pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell’s Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1, all submissions in response to this ITB shall be accompanied by a Bid / Proposal Affidavit. All Bid / Proposal Requirements and forms may be found at [http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806). Failure to include the Gift and Campaign Contribution Certification shall result in the State not considering the submission. For the purposes of the Certification, the “date OPM began planning” the subject project or services is such dated noted in Section 3 – Project Bid Information.

**Nonresident Contractors:** A certificate from the Commissioner of Revenue Services must be provided which evidences that Connecticut General Statutes Section 12-430 for non-resident contractors has been met. For details call the Department of Revenue Services at (860) 541-3280, ext. 7.

### **Conflict of Interest**

All bidders must include a disclosure statement concerning any current business relationships (within the last three years) that pose a conflict of interest as defined by Connecticut General Statutes Section 1-85 (see Appendix I for Statute).

**Prevailing Wage:** Prevailing wages are required on this project, in accordance with the schedule provided in the bid documents, pursuant to the Adriaen’s Landing Legislation.

Wage Rates will be posted each July 1st on the Department of Labor website: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us) . Such prevailing wage adjustment shall not be considered a matter for any contract amendment. (See Appendix V)

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**Campaign Contribution and Solicitation Ban:** With regard to a State contract as defined in P.A. 07-01 having a value in a calendar year of \$50,000 or more or a combinations or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Election Enforcement Commission's notice advising prospective state contractors of the state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Appendix I – Forms, Affidavits, Certifications and Notices.

**Communication Protocol:**

All correspondence, inquiries and submissions **must be in writing** and should be directed as follows:

By Mail:

State of Connecticut  
Adriaen's Landing Project Office  
100 Columbus Boulevard  
Suite 501  
Hartford, CT 06103-2819  
Attention: Sheila Sullivan

Or by E-Mail:

[Sheila.Sullivan@ct.gov](mailto:Sheila.Sullivan@ct.gov)

Or by Fax:

860-251-8143

All inquiries must be in **writing** and directed exclusively to Ms. Sullivan.

All proposals in response to this ITB are to be the sole property of the State.

**IMPORTANT NOTE:** During the period from your receipt of this ITB and until an agreement is negotiated and signed, no potential respondent or respondent or representative thereof shall contact directly or indirectly any director, officer or employee of OPM or the Capital City Economic Development Authority (CCEDA) or any employee of Milone and MacBroom, Inc. or any of its subcontractors, or their representatives or any firms involved in the selection or design process for additional information regarding this ITB (See list of firms below). All questions or requests for clarification should be in writing and directed exclusively to Ms. Sullivan.

**List of Firms:**

Milone and MacBroom, Inc.  
Environmental Partners, LLC  
Loureiro Engineering Associates, Inc.  
The Matos Group  
RFDC, LLC

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## Project Scope, General Conditions, Special Conditions

The following documents constitute the scope, conditions and requirements of this ITB. The State reserves the right to modify these requirements. It is strongly recommended that you return periodically to the OPM website to obtain any updates or clarifications that may be posted regarding this solicitation ([www.state.ct.us/opm](http://www.state.ct.us/opm)) select Request for Proposals.

1. Technical Specifications – 3 pages as contained in Appendix VII
2. Project Plans prepared by Milone & MacBroom, Inc. entitled “Rentschler Field Parking & Traffic Circulation Improvements – Clearing Phase, dated November 2009, including the following sheets – as contained in Appendix VII
 

Title Sheet	Sheet 1 of 7
Index Plan and General Notes	Sheet 2 of 7
Site Clearing Plans	Sheets 3, 4, 5 and 6 of 7
Site Access Plan and Misc Details	Sheet 7 of 7
3. All forms and affidavits, applicability of which may be found at [http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806)
4. Pertinent requirements of the Adriaen’s Landing Statutes (C.G.S. Chapter 588z).
5. General Conditions for Facilities and Services, United Technologies, Corporation, Pratt & Whitney included as Appendix IV
6. The Proposed Contract Document included in Appendix III

## Timeline

ITB Issued -	November 12, 2009
Pre-Bid Meeting	November 19, 2009 10:00 a.m.
Request for Clarifications Due –	November 24, 2009 NLT 3:00 p.m.
Responses to Clarifications Provided –	November 30, 2009
ITB Deadline -	December 8, 2009 NLT 2:00 p.m.
Decision Notifications -	December 11, 2009
Start of Contract (Proposed) -	December 28, 2009
Completion of Project -	February 22, 2010

## Section 2 – NOTICE TO BIDDERS

### 1. Preparation and Submission of Bid

- a. Bids must be submitted in a sealed envelope, clearly marked with the project number and name and address of Bidder.
- b. Spaces are provided on the Bid Proposal Form for Base Bid and supplemental and unit bid prices (if applicable). When listed on the Bid Proposal Form, each Bidder is required to bid on each Supplemental Bid. All spaces must be filled in on a typewriter or in ink. Where both written words and numerical figures are given, the written words will govern in the event of a conflict.
- c. An original and two (2) copies of the completed ITB package must be submitted. Proposals shall be submitted only on the forms furnished in this package or as provided via website link in this package and shall include, in the following order:
  - i. Bid Proposal Form (included in Section 3)
  - ii. Resolution/Certificate of Authority (Sample included in Section 3)
  - iii. Contractor Bidder's Qualification Statement (included in Section 3)
  - iv. Acknowledgement of Contract Compliance Notification to Bidders (included in Appendix I)
  - v. The Commission on Human Rights and Opportunities (CHRO) Employment Information Form, "Bidder Contract Compliance Monitoring Report" (included in Appendix I)
  - vi. A completed and signed General Conditions Certification (included in Appendix I)
  - vii. Consulting Agreement Affidavit (Form 5) (included in Appendix I)
  - viii. A completed Vendor Profile Form (included in Appendix I)
  - ix. A completed W-9 (included in Appendix I)
  - x. A disclosure statement regarding conflict of interest (see Appendix I for statute)
  - xi. A certificate from out of state contractors from the Department of Revenue Services (if applicable) (contact the Department of Revenue Services)

### 2. Bid Closing Date:

- a. Bids will be received at the time and place set forth in Section 3 - Project Bid Information, at the location indicated therein. Late bids will not be accepted and will be returned to bidder unopened. Extensions will not be granted.

### 3. Examination of Documents and Conditions:

- a. Bidders shall thoroughly examine and be familiar with the drawings and the specifications (Appendix VII). The failure or omission of any Bidder to receive or examine any form, instrument, or document shall in no way relieve the Bidder from any obligation with respect to his bid.
- b. Bidders shall carefully examine the contents of this ITB and related documents. Any ambiguities or inconsistencies shall be brought to the attention of Sheila Sullivan in writing by 3:00 p.m. November 24, 2009. Failure to do so will constitute your acceptance of any subsequent interpretation or decision made by OPM. No interpretation of the meaning of this ITB will be made orally. In the event that OPM provides any interpretation, only written interpretations will be binding upon OPM. All questions, clarifications and other responses will be posted on the OPM website in accordance with the Timeline. Bidders are strongly encouraged to return periodically to the OPM website for updates and information related to this ITB.

OPM reserves the right to respond or not to respond to specific questions, clarifications or requests concerning the ITB process. OPM acknowledges that information contained in the submission may be subject to the Freedom of Information Act (FOIA).

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**4. Withdrawal of Bids:**

- a. Bids may be withdrawn by written request received from the Bidder prior to the deadline for submission.

**5. Rejection of Bids:**

- a. The State reserves the right to reject any and all bids, and to waive any minor irregularity in bids. Every bid which is conditional or obscure, or which contains any addition not called for, may be considered invalid, and OPM may reject every such bid.
- b. OPM may reject a bid as non-responsive if the Bidder does not make all required pre-award submittals within the time designated by OPM.

**6. Bid Security, Prevailing Wages and Annual Adjustments to Prevailing Wages:**

- a. Bid security in the type and amount stated in Section 3 – Project Bid Information shall accompany the bid. Each bid must be accompanied by a certified check made payable to "Treasurer, State of Connecticut," or the bid must be accompanied by a bid bond, in the form contained in Section 3, having as surety thereto such surety company or companies acceptable to the Secretary of the Office of Policy and Management and as are authorized to do business in this State, for an amount not less than 10 percent of the bid. All checks submitted shall be returned to after the contract has been awarded.
- b. Failure of the successful Bidder to execute a contract in accordance with its bid shall result in the forfeiture of the bid bond or certified check.
- c. Each contractor who is awarded a contract on or after October 1, 2002 shall be subject to provisions of the Connecticut General Statutes, Section 31-53 as amended by Public Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages."

In determining bid price, consideration should be given to Sections 31-53 and 31-55a of the Connecticut General Statutes regarding annual adjustment of prevailing wage rates. Annual adjustments of prevailing wage rates will not be considered a matter for a contract amendment.

**7. Award of Contract:**

The contract will be awarded to the lowest responsible and qualified Bidder on the basis of low lump sum bid or on the basis of low lump sum bid and any or all accepted Supplemental Bids, provided sufficient funds are available within the budget established for this project at OPM; along with an evaluation of Bidders' qualifications and proposed efforts for set-aside participation.

In connection with the evaluation of the Bidder's qualifications, the State will consider the responses to the Bidder's Qualification Statement and any other available information indicative of the Bidder's capacity to successfully complete the project.

If you are awarded a contract with a value of \$50,000 or more, a Consulting Affidavit must be completed and submitted at the time of contract execution. This affidavit and instructions can be found at [http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806). You can also find at this website a list of other affidavits and their applicability.

In the event that a Bidder refuses to submit the affidavit required under Conn. Gen. Stat. § 4a-81, such bidder shall be disqualified and the award shall be made to the next lowest responsible qualified Bidder or new bids or proposals shall be sought.

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The successful Bidders must submit a [Contractor/Consultant Certification] Gift and Campaign Contribution Certification (Form 1) for contracts with a value of \$50,000 or more. This certification and Resolution/Certificate of authority should be completed and submitted when requested

A Gift and Campaign Certification form must be updated annually by the successful Bidder. Annually, on or within two (2) weeks of the anniversary date of the execution of this contract, the successful Bidder shall submit a completed Annual Certification with authorizing resolution to Adriaen's Landing/Rentschler Field Project Office, 100 Columbus Blvd., Suite 501, Hartford, CT 06103-2819. For the purposes of this paragraph, the execution date of the contract will be the date the Secretary of OPM signs the contract.

A corporation or a limited liability corporation (LLC) that is awarded a contract must comply with laws of this state regarding a Certificate of Authority (Certificate of Legal Existence). A Corporation or a LLC must file with OPM a certificate of legal existence, from the Secretary of the State in this state, which is not older than ninety days from the date of the contract signing.

All acquisitions, agreements and contracts are subject to the provisions of the Connecticut General Statutes § 9-612 - regarding CAMPAIGN CONTRIBUTION RESTRICTION.

Pursuant to Connecticut General Statutes Sec. 31-53b (a) each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by any political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars, shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have 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, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268.

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**Section 3 – PROJECT BID INFORMATION**

**FOR PROJECTS ESTIMATED TO COST LESS THAN \$500,000.00**

SEALED BIDS ADDRESSED TO THE OFFICE OF POLICY AND MANAGEMENT - STATE OF CONNECTICUT FOR:

<b>Project Title:</b>	Rentschler Field Parking and Traffic Circulation
<b>Project Number:</b>	3097-01
<b>Contact Person</b>	Sheila Sullivan – see Communication Protocol
<b>Architect/Engineer</b>	Milone and MacBroom, Inc.
<b>Date OPM Began Planning the Subject Project:</b>	July 6, 2007
<b>Liquidated Damages</b>	\$0 Per calendar day beyond substantial completion
	\$0 Per calendar day beyond ninety (90) days after substantial completion
<b>Plans &amp; Specs Ready:</b>	Immediately
<b>Non-Refundable Fee Per Set</b>	<b>\$ NOT APPLICABLE</b>
<b>Examination and Acquisition of Plans &amp; Specs</b>	<b>State Of Connecticut, Adriaen’s Landing/Rentschler Field Project Office, 100 Columbus Blvd., Suite 501, Hartford, CT 06103</b> , 8:00 A.M. to 4:00 P.M. (Monday-Friday) or on the OPM website at: <a href="http://www.state.ct/opm">http://www.state.ct/opm</a> (Select Request for Proposals). Plans and specs are also available for purchase at Joseph Merritt & Co., 650 Franklin Avenue, Hartford, CT
<b>SBE/MBE Participation</b>	<b>Good Faith Effort—Goal is 25% SBE and 25% of that 25% is MBE</b>
<b>Pre-Bid Conference:</b>	It is <b>STRONGLY SUGGESTED</b> that prospective bidders attend a Pre-Bid Meeting and site walkthrough
Pre-Bid Conference <b>Time</b>	to be held AT 10:00 AM
Pre-Bid Conference <b>Date</b>	Thursday, November 19, 2009
Pre-Bid Conference <b>Location</b>	Rentschler Field Stadium, outside Gate B
Pre-Bid Conference <b>Registration</b>	All prospective bidders are requested to register at the Pre-Bid Conference.
<b>BID DUE DATE:</b>	December 8, 2009 2:00 p.m.
<b>Receipt of Bid Package</b>	Bids will be <i>received</i> at the Adriaen’s Landing/Rentschler Field Project Office on the date shown above.
<b>Bid Security</b>	As <b>security</b> , each bid must be accompanied by a CERTIFIED CHECK made payable to “Treasurer, State of Connecticut,” or by a BID BOND, in the form required by the awarding authority and having surety thereto such Surety Company or Companies as are authorized to do business in this State and/or accepted by the Secretary of the Office of Policy and Management for an amount not less than 10% of the bid if the bid is in <b>excess of \$50,000.00</b> .
<b>Performance and Labor Material Bonds</b>	A Performance and Labor Material Bond is to be furnished by the Bidder awarded the contract and shall be an amount not less than 100% of the contract price.

The Secretary reserves the right to do any of the following without liability: (a) waive technical defects in the bid proposal as deemed best for the interest of the State; (b) negotiate with a contractor in accordance with the Adriaen’s Landing Legislation (C.G.S. Chapter 588z); (c) reject any or all bids; (d) cancel the award or execution of any contract and, (e) advertise for new bids.



2. (Lump Sum): Clearing: This work shall include the cost for clearing trees and brush and removal and disposal per the plans and specifications.

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(Written amount)

Dollars (\$ \_\_\_\_\_ )

3. (Lump Sum): Sweeping for Dust Control (Bi-Weekly): This work shall include complete sweeping of paved surfaces on a bi-weekly basis or up to four times as directed by the Engineer.

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(Written amount)

Dollars (\$ \_\_\_\_\_ )

**SUPPLEMENTAL BIDS**

4. (Unit Cost per linear foot): Sedimentation Control System. This work shall include furnishing, installation and maintenance of ADDITIONAL sedimentation controls beyond the limits depicted on the plans and only as directed by the Engineer.

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(Written amount)

Dollars (\$ \_\_\_\_\_ /lf)

5. (Unit Cost per hour): Sweeping for Dust Control. This work shall include additional sweeping as directed by the Engineer.

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(Written amount)

Dollars (\$ \_\_\_\_\_ /hr)

PERCENTAGE OF WORK PERFORMED WITH OWN FORCES \_\_\_\_\_

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**CONTRACT TIME**

If awarded this contract, the undersigned will complete the work within SIXTY SIX (66) calendar days from the “Start of Contract (Proposed)” date indicated on the Timeline

**BID ACCEPTANCE**

The Undersigned acknowledges and agree to **hold** the bid price for ninety (90) calendar days and any extensions caused by the Contractor’s delays in required submissions. The Contractor and the State may mutually agree to extend this period. The apparent lowest qualified Bidder is required to submit key supporting documents within fifteen (15) calendar days of the bid opening, If there are any delays in the receipt of these materials then the Bids shall remain valid for the same additional number of days. For example, if the materials are submitted four (4) days later; then the bid shall remain valid for ninety-four (94) days.

If written notice of the acceptance of this Bid is provided by mail, facsimile or other communication technology, or delivered to the Undersigned after the bid due date or any time thereafter before this bid is withdrawn, the Undersigned will, within 10 days after the date of such notice, furnish all documents requested by OPM.

**Bidder Type of Business** (check one):

Corporate Seal, *if* a Corporation

\_\_\_ Corporation

\_\_\_ Limited Liability Corporation (**LLC**)

\_\_\_ Partnership

\_\_\_ Sole Proprietor

\_\_\_ Doing Business As (d/b/a), if yes, provide complete name **below**:

If applicable, provide **Exact Wording** on Corporate Seal **below**:

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

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

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\*A **Resolution/Certificate of Authority** (sample provided on the next page) *must be submitted with your Bid Proposal*.\*

SUBMIT **ALL PAGES** OF THE BID PROPOSAL

**Sample Resolution/ Certificate of Authority**

I hereby certify to the State of Connecticut, Office of Policy and Management that I am the Secretary of \_\_\_\_\_, Inc., a corporation of the State of \_\_\_\_\_, who principal place of business is located at \_\_\_\_\_, and that the following is a true copy of resolutions duly adopted by the Officer(s) of \_\_\_\_\_, Inc. on \_\_\_\_\_ and the following resolutions are in conformity with the Charter and By-Laws of the corporation and are in full force and effect on the date hereof.

“RESOLVED, that \_\_\_\_\_, \_\_\_\_\_ (Title) \_\_\_\_\_, is a duly authorized representative of \_\_\_\_\_, Inc. and that he possesses the legal authority to act on behalf of this Corporation.”

IN WITNESS THEREOF, I have hereunto subscribed my name and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal)

\_\_\_\_\_  
Secretary

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### BIDDER'S QUALIFICATION STATEMENT

All bidders are required to file this form, properly completed, WITH THEIR PROPOSAL. Failure of a Bidder to answer any question or provide required information may be grounds for OPM to disqualify and reject the bid. If a question or request for information does not pertain to your organization in any way, use the symbol "NA" (Not Applicable). Use additional 8 ½" x 11" sheets with your letterhead as necessary.

**OPM RESERVES THE RIGHT TO REQUEST ANY ADDITIONAL OR SUPPLEMENTAL INFORMATION NECESSARY TO COMPLETE ITS EVALUATION OF A BIDDER'S QUALIFICATION.**

1. Indicate exactly the name by which this organization is known:

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

2. How many years has this organization been in business under its present business name?

Years: \_\_\_\_\_

3. Indicate all other names by which this organization has been known and the length of time known by each name:

3.1 \_\_\_\_\_

3.2 \_\_\_\_\_

3.3 \_\_\_\_\_

- 4 This firm is a:

Corporation

Partnership

Sole Proprietorship

Joint Venture

Other \_\_\_\_\_

5 Attach **resumes** of all **supervisory personnel** who will be directly involved with the project on which you are now a bidder. Indicate their construction related training, certifications and licenses and the number of years of actual construction experience. Indicate the number of years of this actual construction experience which were in a Supervisory capacity.

6. List all sub-trades, which your firm customarily performs with own employees:

6.1 \_\_\_\_\_

6.2 \_\_\_\_\_

6.3 \_\_\_\_\_

6.4 \_\_\_\_\_

6.5 \_\_\_\_\_

7. All Construction Projects your organization has in process (attach separate sheets using the following format as necessary) *(If no current projects, provide 3 comparable projects within the past five years):*

7.1 Specific Title &  
Location \_\_\_\_\_

7.2 Contract:  
Amount \_\_\_\_\_

7.3 Description of  
your scope of  
work performed: \_\_\_\_\_

7.4 Owners  
Representative: \_\_\_\_\_  
(Name) Telephone Number

8. Has your organization ever failed to complete a contract, or has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract?

NO  YES

If yes, indicate the circumstances leading to the project failure and the name of the company which provided the bonding for the failed contract(s):

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

9. Has your organization ever had a contract terminated?

NO  YES

If yes, indicate the circumstances leading to the project termination of contract(s):

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

10. Has your organization had any legal or administrative proceedings against the organization, or any officers, principals, partners, members, or employees of the organization currently pending or concluded adversely within the last five years, and any judicial or administrative sanctions that are still in effect against such organization, and any of its officers, principals, partners, members, or employees? (Exclude OSHA violations which are called for elsewhere in this statement.)

NO  YES If yes, list and explain:

11. Has your organization had any disbarments or suspensions that have been imposed in the past five years or that were still in effect during the five year period or are still in effect?

NO  YES

If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization:

12. Has your organization had any other reason that precludes your organization or any officer, principal, partner, member, or employees thereof from bidding on a contract in Connecticut or any other jurisdiction?

NO       YES

If yes, list and explain:

13. Has your organization had any willful or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the bid, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act or Occupational Safety and Health Act of 1970?

NO       YES

If yes, list and explain; indicate whether these were abated within the time fixed by the citation or whether the citation was appealed. If appealed, what is the status or disposition?

14. Has your organization had any criminal convictions related to the injury or death of any employee in the three-year period preceding the bid?

NO       YES

If yes, list and explain any such convictions:

15. Have there been any changes in your company's financial condition or business organization, which might affect your company's ability to successfully complete this contract?

NO       YES

If yes, list and explain:

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Dated at \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Name of Organization: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

(Print Name) \_\_\_\_\_

Title \_\_\_\_\_

**Notary Statement:**

Mr./Mrs./Ms. \_\_\_\_\_ being duly sworn

Deposes and says that he/she is the \_\_\_\_\_ of  
(Position or Title)

\_\_\_\_\_, and that the answers to the foregoing  
(Firm Name)

Questions and all statements therein contained are true and correct.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_, 20 \_\_\_\_\_

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**STANDARD BID BOND FORM**

**OFFICE OF POLICY AND MANAGEMENT**  
**STATE OF CONNECTICUT**

**STANDARD BID BOND**

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

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

**THE CONDITION OF THIS OBLIGATION IS SUCH**, That, whereas the Principal has submitted  
or is about to submit a proposal to the Obligee related to a contract for Project No.: \_\_\_\_\_

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

**SIGNED, SEALED AND DELIVERED** this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Surety

\_\_\_\_\_  
(Print name)

by

\_\_\_\_\_  
Its attorney in fact

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
(Print name)

**Appendix I – FORMS, AFFIDAVITS, CERTIFICATIONS AND NOTICES**

Please complete the following forms and include any other requested documentation that may pertain to your legal status. Unfortunately, the forms are redundant in certain areas; however, each form satisfies a solicitation/contracting requirement of the State and the redundancy cannot be avoided at this time. Copies of these forms are included in this Appendix I.

1. Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban (Form 10)
2. Consulting Agreement Affidavit attesting to whether any consulting agreement has been entered into in connection with the bid of submission (Form 5).
3. General Conditions Certification
4. OPM Vendor Profile Form Sheet (OPM-A-15, June 2008)
5. Agency Vendor Form (SP-26NB, May 2009)
6. Taxpayer Identification Number and Certification Form (W-9)
7. Include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest as defined by Connecticut General Statutes Section 1-85 (Section 1-85 included herein)

Please note that upon execution of the negotiated contract, the selected respondent shall be required to complete the following forms. Copies of these are included in this ITB so Bidders can review and understand them:

1. Gift and Campaign Contribution Certification (Form 1)
2. Nondiscrimination Certification (Form C or Form D)

Connecticut Commission on Human Rights and Opportunities Reporting Requirements:

1. Contract Compliance Package
  - Notification to Bidders Form
  - Bidder Contract Compliance Monitoring Report

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**STATE OF CONNECTICUT**  
**STATE ELECTIONS ENFORCEMENT COMMISSION**  
20 Trinity Street Hartford, Connecticut 06106—1628

**SEEC FORM 10**

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

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

**Campaign Contribution and Solicitation Ban**

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

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

**Duty to Inform**

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

**Penalties for Violations**

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

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

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

**Contract Consequences**

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

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

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

Receipt acknowledged: \_\_\_\_\_  
(signature) (date)

Print name: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban"

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## Appendix I – FORMS, AFFIDAVITS, CERTIFICATIONS AND NOTICES

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### Definitions:

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

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

"Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

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

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Appendix I – FORMS, AFFIDAVITS, CERTIFICATIONS AND NOTICES

OPM Ethics Form 5

Rev. 10-31-07



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

AFFIDAVIT: [ Number of Affidavits Sworn and Subscribed On This Day: \_\_\_\_\_ ]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except for the agreement listed below:

Form fields for Consultant's Name and Title, Name of Firm (if applicable), Start Date, End Date, Cost, and 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

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement. Shaded area containing signature and date fields for Bidder or Vendor and Chief Official or Individual, and Agency Name field.

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Commissioner of the Superior Court or Notary Public

**General Conditions Certification**

The undersigned hereby affirms the Bidder shall adhere to the Conditions as contained in this ITB, the Sample Contract and the General Conditions for Facilities and Services – United Technologies Corporation – Pratt & Whitney as contained herein.

Submitted:

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Official)

\_\_\_\_\_  
(Print Name and Title of Official)

# OPM VENDOR/BIDDER PROFILE SHEET

(Form OPM-A-15, Jun-08)

Complete Vendor/Bidder Name	Federal Employer Id Number/SSN
Vendor/Bidder Address	
Contact Person's Name	Telephone Number(s)

### AFFIRMATION OF VENDOR/BIDDER

The undersigned Vendor/Bidder affirms and declares:

- That this proposal is executed and signed by said Vendor/Bidder with full knowledge and acceptance of the conditions as stated in the CONDITIONS Section of the RFP.  
 YES       NO       No RFP
- That the services shall be delivered to the agency at the prices proposed therein and within the timeframes as delineated in the RFP.  
 YES       NO       No RFP
- That neither the Vendor/Bidder and/or any company official nor any subcontractor to the Vendor/Bidder and/or any subcontractor company official has received any notices of debarment and/or suspension from contracting with the State of Connecticut or the Federal Government.  
 YES       NO
- That neither the Vendor/Bidder and/or any company official nor any subcontractor to the Vendor/Bidder and/or any subcontractor company official has received any notices of debarment and/or suspension from contracting with other states within the United States.  
 YES       NO

### ACKNOWLEDGEMENT OF VENDOR/BIDDER

With regard to a State contract as defined in Public Act 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the undersigned expressly acknowledges:

Receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions.

YES       NO

Written Signature of Person Authorized to Bind the Vendor/Bidder Contractually	Date
Type or Print Name of Authorized Signator	Title of Signator

### IF VENDOR/BIDDER IS A CORPORATION

What is the authority of signator to bind the Vendor/Bidder contractually?

Corporate Resolution     Corporate By Laws     Other    **(Please provide a written copy.)**

Is your business income reportable to the IRS?     Yes     No

Are you a DAS certified minority owned business?     Yes     No    If YES, check all that apply.  
 Women Owned     Black     Hispanic     American Indian  
 Disabled     Iberian Peninsula     Asian     Other

Subject of RFP	Submission Due	Division	Date Issued

## Fill-in Forms Information for the SP-26NB and W-9 Forms

### Overview

There is no verification of the information you enter. You are responsible for entering all information. Some information must be handwritten on the form.

### Software Requirements

To view, complete and print the following fill-in PDF forms, you will need the freely available [Adobe Reader](#) software installed on your computer.

### Adobe Reader

Adobe PDF files are a means to distribute publications and other information. To fill-in, download and print a PDF file, you will need to have the Adobe Reader software installed. You can download the latest version of Adobe Reader FREE from the [Adobe Reader download page](#) on Adobe's Web site.



### Completing the form on your PC

When positioning the cursor on a fill-in area, the cursor will change appearance.

The **I-beam pointer**  allows you to type text.

The **hand pointer**  allows you to select a check box or button.  
Enter the appropriate data in each box or field.

### To move from one field to the next, press the Tab key.

You can also use your mouse to move your cursor from field to field. Place your cursor in the field you want to fill in, then left-click.

Some fields limit the maximum number of characters you can enter and may automatically advance to the next field.

For additional help with fill-in forms, see the Adobe Reader's on-line help information at:  
<http://www.adobe.com/support/reader/>

### Saving a Form

When saving a file, be sure to use the Save function of Adobe Reader rather than the web browser's save.

### Printing a Form

When printing Adobe PDF files from within your web browser, whether you are printing a blank form or printing a form after filling it in from your PC, use the print button at the left end of the special Adobe Acrobat tool bar, which appears immediately above the viewing window.

**THIS PAGE IS FOR INFORMATION ONLY AND DOES NOT NEED TO BE PRINTED NOR SUBMITTED WITH THE FOLLOWING FORMS.**



## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

**Limited liability company (LLC).** Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

### Conflict of Interest Statute

**CT General Statutes Sec. 1-86. Procedure when discharge of duty affects official's or state employee's financial interests. Lobbyists prohibited from accepting employment with General Assembly and General Assembly members forbidden to be lobbyists.** (a) Any public official or state employee, other than an elected state official, who, in the discharge of such official's or employee's official duties, would be required to take an action that would affect a financial interest of such official or employee, such official's or employee's spouse, parent, brother, sister, child or the spouse of a child or a business with which such official or employee is associated, other than an interest of a de minimis nature, an interest that is not distinct from that of a substantial segment of the general public or an interest in substantial conflict with the performance of official duties as defined in section 1-85 has a potential conflict of interest. Under such circumstances, such official or employee shall, if such official or employee is a member of a state regulatory agency, either excuse himself or herself from the matter or prepare a written statement signed under penalty of false statement describing the matter requiring action and the nature of the potential conflict and explaining why despite the potential conflict, such official or employee is able to vote and otherwise participate fairly, objectively and in the public interest. Such public official or state employee shall deliver a copy of the statement to the Office of State Ethics and enter a copy of the statement in the journal or minutes of the agency. If such official or employee is not a member of a state regulatory agency, such official or employee shall, in the case of either a substantial or potential conflict, prepare a written statement signed under penalty of false statement describing the matter requiring action and the nature of the conflict and deliver a copy of the statement to such official's or employee's immediate superior, if any, who shall assign the matter to another employee, or if such official or employee has no immediate superior, such official or employee shall take such steps as the Office of State Ethics shall prescribe or advise.

(b) No elected state official shall be affected by subsection (a) of this section.

(c) No person required to register with the Office of State Ethics under section 1-94 shall accept employment with the General Assembly or with any member of the General Assembly in connection with legislative action, as defined in section 1-91. No member of the General Assembly shall be a lobbyist.

(P.A. 77-600, S. 8, 15; 77-604, S. 67, 84; P.A. 81-53, S. 1, 3; 81-472, S. 114, 159; P.A. 83-249, S. 8, 14; 83-586, S. 7, 14; P.A. 85-369; P.A. 89-97, S. 6, 7; P.A. 05-183, S. 10.)

*History: P.A. 77-604 made technical changes; P.A. 81-53 amended this section to exempt public officials and state employees from compliance with its terms with respect to actions affecting a financial interest of theirs if such interest is not distinct from that of a substantial segment of the public where prior law provided an exemption only where the interest affected was the same as that of the public in general; P.A. 81-472 made technical correction; P.A. 83-249 made technical amendments; P.A. 83-586 eliminated requirement that official or employee refrain from action or decision in all instances in which a potential conflict exists; P.A. 85-369 added Subsec. (b) which prohibits persons required to register with the state ethics commission from accepting employment with the general assembly or a member thereof in connection with legislative action, and prohibits members of the general assembly from being lobbyists; P.A. 89-97 amended Subsec. (a) to limit applicability to public officials or state employees who are not elected state officials, to specify applicability in cases of both substantial and potential conflicts of interest and to rephrase provision re voluntary withdrawal from consideration of such matters, inserted new Subsec. (b) stating that Subsec. (a) does not apply to elected state officials, and relettered the former Subsec. (b) as Subsec. (c); P.A. 05-183 replaced "commission" and "State Ethics Commission" with "Office of State Ethics" throughout the section and in Subsec. (a) made technical changes for the purpose of gender neutrality, effective July 1, 2005.*

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**STATE OF CONNECTICUT  
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION**

*Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1*

**INSTRUCTIONS:**

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

**CHECK ONE:**     Initial Certification                       Annual Update (Multi-year contracts only.)

**GIFT CERTIFICATION:**

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

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

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

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

**CAMPAIGN CONTRIBUTION CERTIFICATION:**

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

Appendix I – FORMS, AFFIDAVITS, CERTIFICATIONS AND NOTICES



STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Lawful Campaign Contributions to Candidates for Statewide Public Office:

Table with 5 columns: Contribution Date, Name of Contributor, Recipient, Value, Description. Includes 8 horizontal lines for data entry.

Lawful Campaign Contributions to Candidates for the General Assembly:

Table with 5 columns: Contribution Date, Name of Contributor, Recipient, Value, Description. Includes 8 horizontal lines for data entry.

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

Printed Contractor Name

Signature of Authorized Official

Subscribed and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only
Awarding State Agency
Planning Start Date





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

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

**INSTRUCTIONS:**

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

**CERTIFICATION OF RESOLUTION:**

I, \_\_\_\_\_ , \_\_\_\_\_ , of \_\_\_\_\_ ,  
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of \_\_\_\_\_ ,  
Name of State or Commonwealth

certify that the following is a true and correct copy of a resolution adopted on the \_\_\_\_\_ day of \_\_\_\_\_ , 20\_\_\_\_ by the governing body of \_\_\_\_\_ ,  
Name of Entity

in accordance with all of its documents of governance and management and the laws of \_\_\_\_\_ , and further certify that such resolution has not been modified  
Name of State or Commonwealth

or revoked, and is in full force and effect.

RESOLVED: That the policies of \_\_\_\_\_ comply with the  
Name of Entity  
nondiscrimination agreements and warranties of Connecticut General Statutes  
§§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

The undersigned has executed this certificate this \_\_\_\_\_ day of \_\_\_\_\_ , 20\_\_\_\_ .

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

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

## CONTRACT COMPLIANCE PACKAGE

### CONTENTS

#### I. CONTRACTOR/GRANTEE CONTRACT COMPLIANCE REQUIREMENTS

#### II. BIDDER'S PACKET

- The following forms are **MANDATORY** and must be completed and returned to this agency with your ITB.
  1. Notification to Bidders Form
  2. Bidder Contract Compliance Monitoring Report
- Definitions and descriptions to assist in completing the Bidder Contract Compliance Monitoring Report

#### III. PERTINENT STATUTES AND REGULATIONS OF THE STATE OF CONNECTICUT

- Non-Discrimination and Affirmative Action Provisions in State Contracts, C.G.S. Section 4a-60 through 4a-60a
  - Department of Administrative Services, C.G.S. Section 4a-60g through 4a-60j
  - Department of Economic and Community Development, C.G.S. Section 32-9n
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## I. CONTRACTOR/GRANTEE COMPLIANCE REQUIREMENTS

**NOTE: - THESE REQUIREMENTS APPLY TO ALL CONTRACTORS - INCLUDING GRANTEES AND INDIVIDUALS**

Connecticut General Statute Section 4a-60 was adopted to insure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons. To carry out the provisions of the Statute, the Commission on Human Rights and Opportunities developed Regulations concerning Contract Compliance and approval of Contract Compliance Programs which impose certain obligations on State agencies as well as contractors doing business with the State of Connecticut.

These regulations require that as an awarding agency, in this instance, OPM must consider the following factors in its selection of any contractor:

- The bidder's success in implementing an affirmative action plan;
- If the bidder does not have a written affirmative action plan, the bidder's promise to develop and implement a successful affirmative action plan;
- The bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- The bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- The bidder's promise to set aside a portion of the contract for legitimate minority business enterprises.

In order to assess the factors above, contractors are required to provide OPM with information about their organizations.

A package of information (see Section II. Bidder's Packet) is provided with forms (and instructions) that must be completed, signed by responsible parties and returned to OPM with the response to this ITB.

PLEASE NOTE: *If you indicate that you will be sub-contracting a portion of this contract, you will be sent further forms for completion as required in the contract compliance regulations. Thank you for your cooperation*

## II. BIDDER'S PACKET

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

(Revised 09/17/07)

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

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the

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## Appendix I – FORMS, AFFIDAVITS, CERTIFICATIONS AND NOTICES

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enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

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

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

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This form is **MANDATORY** and must be completed, signed, and returned with the vendor's bid.

**ACKNOWLEDGMENT OF CONTRACT COMPLIANCE NOTIFICATION TO BIDDERS**

INSTRUCTION: Bidder must sign acknowledgment below, and return this form to the awarding agency with the bid proposal.

The undersigned duly authorized representative of the bidding vendor acknowledges receiving and reading a copy of the **NOTIFICATION TO BIDDERS**. *(Please print name under signature line.)*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**On behalf of:**

\_\_\_\_\_  
Vendor Name

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

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Federal Employee Identification Number  
(FEIN/SSN)

This form is **MANDATORY** and must be completed, signed, and returned with the vendor's bid.

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**Appendix I – FORMS, AFFIDAVITS, CERTIFICATIONS AND NOTICES**

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**INSTRUCTIONS AND OTHER INFORMATION**

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

1) Definition of Small Contractor

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

2) Description of Job Categories (as used in Part IV Bidder Employment Information

<p><b>MANAGEMENT:</b> Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.</p> <p><b>BUSINESS AND FINANCIAL OPERATIONS:</b> These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.</p> <p><b>MARKETING AND SALES:</b> Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.</p> <p><b>LEGAL OCCUPATIONS:</b> In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.</p> <p><b>COMPUTER SPECIALISTS:</b> Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer</p>	<p><b>BUILDING AND GROUNDS CLEANING AND MAINTENANCE:</b> This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.</p> <p><b>CONSTRUCTION AND EXTRACTION:</b> This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..</p> <p><b>INSTALLATION, MAINTENANCE AND REPAIR:</b> Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home</p>
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**Appendix I – FORMS, AFFIDAVITS, CERTIFICATIONS AND NOTICES**

<p>programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists</p> <p><b>ARCHITECTURE AND ENGINEERING:</b> Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.</p> <p><b>OFFICE AND ADMINISTRATIVE SUPPORT:</b> All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).</p>	<p>installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.</p> <p><b>MATERIAL MOVING WORKERS:</b> The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.</p> <p><b>PRODUCTION WORKERS:</b> The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.</p>
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3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

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

**BIDDER CONTRACT COMPLIANCE MONITORING REPORT**

**PART I - Bidder Information**

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

**PART II - Bidder Nondiscrimination Policies and Procedures**

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



**Appendix I – FORMS, AFFIDAVITS, CERTIFICATIONS AND NOTICES**

**PART V - Bidder Hiring and Recruitment Practices**

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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**Appendix I – FORMS, AFFIDAVITS, CERTIFICATIONS AND NOTICES**

**III.PERTINENT STATUTES AND REGULATIONS OF THE STATE OF CONNECTICUT**

**CONNECTICUT GENERAL STATUTES  
Current through Gen. St., Rev. to 1-1-09\*\***

<b>NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS IN CONTRACTS</b>	
<b>Statute Hyperlink</b>	<b>Description</b>
<a href="#">§ 4a-60.</a>	Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities.
<a href="#">§ 4a-60a.</a>	Contracts of the state and political subdivisions, other than municipalities, to contain provisions re nondiscrimination on the basis of sexual orientation.
<b>DEPARTMENT OF ADMINISTRATIVE SERVICES</b>	
<b>Statute Hyperlink</b>	<b>Description</b>
<a href="#">§ 4a-60g</a>	(Formerly § 32-9e) Set-aside program for small contractors, minority business enterprises, individuals with a disability and nonprofit corporations.
<a href="#">§ 4a-60h</a>	(Formerly § 32-9f) Administration of set-aside program. Regulations. Access to competitive contracts outside of program guaranteed.
<a href="#">§4a-60i</a>	(Formerly § 32-9g) Responsibilities of agency heads to negotiate and approve contracts not affected.
<a href="#">§4a-60j</a>	(Formerly § 32-9h) Time for payment of contractors.
<b>DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT</b>	
<b>Statute Hyperlink</b>	<b>Description</b>
<a href="#">§32-9n</a>	Office of Small Business Affairs.
<b>COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES</b>	
<b>Statute Hyperlink</b>	<b>Description</b>
<a href="#">§ 46a-56</a>	Commission duties.
<a href="#">§ 46a-68c</a>	Contractors required to file affirmative action plan. Certificate of compliance issued by commission. Revocation.
<a href="#">§ 46a-68d</a>	Public works contracts subject to affirmative action requirements. Conditional acceptance by commission. Advance filing of plan.
<a href="#">§ 46a-68e</a>	Contractors and subcontractors required to file compliance reports.
<a href="#">§ 46a-68f.</a>	Compliance reports to include labor union practices.
<a href="#">§ 46a-68g.</a>	Prohibition re: contractors who have not satisfactorily complied with affirmative action requirements.
<a href="#">§ 46a-68h.</a>	Hearing re: noncompliance.
<a href="#">§ 46a-68i.</a>	Right of appeal.
<a href="#">§ 46a-68j</a>	Regulations.

and

**REGULATIONS OF CONNECTICUT STATE AGENCIES**

**TITLE 46A. HUMAN RIGHTS**

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES  
CONTRACT COMPLIANCE

§ 46a-68j-21 -- § 46a-68j-43 and § 46a-68k-1 -- § 46a-68k-8.

For an electronic version of these regulations go to:

<http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=326596&chroPNavCtr=|#46078>

***\*\* There may have been changes made to these statutes or regulations which are not reflected in this packet. Please consult your nearest library for the most recent version.***

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**Appendix II -PERTINENT WEBSITES**

**Appendix II - PERTINENT WEBSITES**

<b>Item</b>	<b>Website Address</b>
State of Connecticut	<a href="http://www.state.ct.us">http://www.state.ct.us</a>
Office of Policy and Management	<a href="http://www.state.ct.us/opm">http://www.state.ct.us/opm</a>
Commission on Human Rights and Opportunities	<a href="http://www.state.ct.us/chro/">http://www.state.ct.us/chro/</a>
Department of Labor	<a href="http://www.ctdol.state.ct.us">www.ctdol.state.ct.us</a>
ITB and ITB Updates	<a href="http://www.opm.state.ct.us/rfps.htm">http://www.opm.state.ct.us/rfps.htm</a>
Gift Definitions	<a href="http://www.ct.gov/ethics/cwp/view.asp?a=2313&amp;q=432632#179">http://www.ct.gov/ethics/cwp/view.asp?a=2313&amp;q=432632#179</a>
Gift and Campaign Contribution Certification -OPM Ethics Form 1	<a href="http://www.ct.gov/opm/cwp/view.asp?a=2982&amp;q=386038&amp;opmNav_GID=1806">http://www.ct.gov/opm/cwp/view.asp?a=2982&amp;q=386038&amp;opmNav_GID=1806</a>
Consulting Agreement Affidavit OPM Ethics Form 5	<a href="http://www.ct.gov/opm/cwp/view.asp?a=2982&amp;q=386038&amp;opmNav_GID=1806">http://www.ct.gov/opm/cwp/view.asp?a=2982&amp;q=386038&amp;opmNav_GID=1806</a>
Notice to Executive Branch Contractors and Prospective State Contractors of Campaign and Solicitation Ban – SEEC Form 10	<a href="http://www.ct.gov/seec/lib/seec/forms/contractor_reporting_/seec_form_10.pdf">http://www.ct.gov/seec/lib/seec/forms/contractor_reporting_/seec_form_10.pdf</a>
Nondiscrimination Certification – Individual Representation	<a href="http://www.ct.gov/opm/cwp/view.asp?a=2982&amp;q=390928&amp;opmNav_GID=1806">http://www.ct.gov/opm/cwp/view.asp?a=2982&amp;q=390928&amp;opmNav_GID=1806</a>
Nondiscrimination Certification – Entity Representation	<a href="http://www.ct.gov/opm/cwp/view.asp?a=2982&amp;q=390928&amp;opmNav_GID=1806">http://www.ct.gov/opm/cwp/view.asp?a=2982&amp;q=390928&amp;opmNav_GID=1806</a>
Nondiscrimination Certification – Affidavit	<a href="http://www.ct.gov/opm/cwp/view.asp?a=2982&amp;q=390928&amp;opmNav_GID=1806">http://www.ct.gov/opm/cwp/view.asp?a=2982&amp;q=390928&amp;opmNav_GID=1806</a>
Nondiscrimination Certification – New Resolution	<a href="http://www.ct.gov/opm/cwp/view.asp?a=2982&amp;q=390928&amp;opmNav_GID=1806">http://www.ct.gov/opm/cwp/view.asp?a=2982&amp;q=390928&amp;opmNav_GID=1806</a>
Nondiscrimination Certification – Prior Resolution	<a href="http://www.ct.gov/opm/cwp/view.asp?a=2982&amp;q=390928&amp;opmNav_GID=1806">http://www.ct.gov/opm/cwp/view.asp?a=2982&amp;q=390928&amp;opmNav_GID=1806</a>
CHRO Contract Compliance Program	<a href="http://www.ct.gov/chro/taxonomy/ct_taxonomy.asp?DLN=45583&amp;chroNav=[45583]">http://www.ct.gov/chro/taxonomy/ct_taxonomy.asp?DLN=45583&amp;chroNav=[45583]</a>
CHRO Contract Compliance Monitoring Report	<a href="http://www.ct.gov/chro/lib/chro/pdf/notificationtobidders.pdf">http://www.ct.gov/chro/lib/chro/pdf/notificationtobidders.pdf</a>
Quarterly Small Contractor and Minority Business Enterprise Payment Status Report (form chro: cc-258).	<a href="http://www.state.ct.us/chro/metapages/ContractCompliance/CC_forms/CHRO-CC-258.pdf">http://www.state.ct.us/chro/metapages/ContractCompliance/CC_forms/CHRO-CC-258.pdf</a>
Monthly Employment Utilization Report (form chro: cc-257)	<a href="http://www.state.ct.us/chro/metapages/ContractCompliance/CC_forms/monthlyemployutil257.pdf">http://www.state.ct.us/chro/metapages/ContractCompliance/CC_forms/monthlyemployutil257.pdf</a>
List of Eligible Set Aside Contractors	<a href="https://www.das.state.ct.us/purchase/setaside/index.html">https://www.das.state.ct.us/purchase/setaside/index.html</a>
State Law Library Website	<a href="http://www.cslib.org/statutes/index.htm">http://www.cslib.org/statutes/index.htm</a>

**ATTACHMENT A**

**SECTION 1**

This Agreement (hereinafter referred to as "Agreement") is entered into between the State of Connecticut (hereinafter "State") acting through the Office of Policy and Management (hereinafter "OPM") pursuant to Connecticut General Statutes §§ 4-8, 4-65a and 4-66, and \_\_\_\_\_, a \_\_\_\_\_, having its principal offices at \_\_\_\_\_ (hereinafter "Contractor"). The parties agree that the services specified below shall be provided by Contractor in strict compliance with the provisions of this Agreement.

**SECTION 2  
CONTRACT PERIOD AND DEFINITIONS**

This Agreement shall commence on \_\_\_\_\_ and the duties of the Contractor as set forth in Section 5 of this Agreement shall be completed by the Contractor no later than \_\_\_\_\_ (hereinafter "end date").

Whenever the following terms or phrases are used in this Agreement, they shall have the following meaning unless the context clearly requires otherwise:

State - Wherever the term 'State' is used in this Agreement, it shall include the Secretary of OPM, or his authorized agents, employees or designees.

**SECTION 3  
CANCELLATION PROVISION**

This Agreement may be canceled at will by either party upon \_\_\_\_\_ days written notice delivered by certified mail.

**SECTION 4  
NOTICE**

Unless otherwise expressly provided to the contrary, any other notice provided under this Agreement shall be in writing and may be delivered personally or by certified mail in the manner set forth in this section. All notices shall be effective if delivered personally or by certified mail to the following addresses:

State: State of Connecticut  
Office of Policy and Management  
100 Columbus Blvd, Suite 501  
Hartford, CT 06103-2819  
Attention: Michael Mehigen

Contractor:

The parties may change their respective addresses for notices under this paragraph upon prior written notification to the other.

**SECTION 5  
SPECIFICATION OF SERVICES**

*(scope of services to be included here)*

**SECTION 6  
COST AND SCHEDULE OF PAYMENTS**

The State shall pay the Contractor a total sum not to exceed \_\_\_\_\_ for services performed under this Agreement.

The Contractor shall be compensated for fees based upon work performed, documented, and accepted by the State.

The Contractor shall submit invoices on a periodic basis, not less often than monthly. Invoices shall, at a minimum, include the Contractor name, the Contract Number, the Contractor's Federal Employer Identification Number, the billing period, and an itemization of expenses by line item.

Invoices for deliverables shall include an identification of the deliverable; if printed material, a copy of the deliverable; and the date that the deliverable was provided to the State.

Invoices for services billed by the hour shall include the name and title of the individual providing the services, the dates worked, the number of hours worked each day with a brief synopsis of the work performed, the rate being charged for the individual, and the total cost for that person's work during the billing period.

Invoices for expenses, if allowed, shall include a detailed account of expenses specifying the day when and purpose for which they were incurred as well as all receipts, invoices, bills and other available documentation or if no documentation is available, a detailed accounting of the computation used to determine the reimbursable cost, as evidence of the actual cost of such expenses. Such expenses may include, but are not limited to: mileage at current State approved reimbursement rate; costs of travel including coach airfare and hotels; and office expenses such as, phone calls, copying, postage and package delivery incurred in connection with the service pertaining to this Agreement. All expenses will be reimbursed at cost.

The State shall assume no liability for payment for services under the terms of this Agreement until the Contractor is notified that the Agreement has been accepted by the contracting agency, and if applicable, approved by OPM, the Department of Administrative Services and/or by the Attorney General of the State.

**SECTION 7  
OTHER CONDITIONS****A. Entire Agreement**

This Agreement embodies the entire agreement between the State and Contractor on the matters specifically addressed herein. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. This Agreement shall supersede all prior written agreements between the parties and their predecessors. No changes, amendments, or modifications of any of the terms or conditions of the Agreement shall be valid unless reduced to writing, signed by both parties, and approved by the Attorney General or his Deputy. This Agreement shall inure to the benefit of each party's heirs, successors, and assigns.

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And

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**B. Changes in Service**

When changes in the services are required or requested by the State, Contractor shall promptly estimate their monetary effect and so notify the State. No change shall be implemented by Contractor unless it is approved by the State in writing; and, unless otherwise agreed to in writing, the provisions of this Agreement shall apply to all changes in the services. If the State determines that any change materially affects the cost or time of performance of this Agreement as a whole, Contractor and the State will mutually agree in writing to an equitable adjustment.

**C. Independent Contractor**

Contractor represents that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such services. Contractor shall act as an independent Contractor in performing this Agreement, maintaining complete control over its employees and all of its subcontractors. Contractor shall furnish fully qualified personnel to perform the services under this Agreement. Contractor shall perform all services in accordance with its methods, subject to compliance with this Agreement and all applicable laws and regulations. It is acknowledged that services rendered by the Contractor to the State hereunder do not in any way conflict with other contractual commitments with or by the Contractor.

If applicable, Contractor shall deliver copies of any and all current license(s) and registration(s) relating to the services to be performed under this Agreement to the State, at the time of the execution of this Agreement, as evidence that such are in full force and effect.

**D. Laws and Regulations**

This Agreement shall be interpreted under and governed by the laws of the State of Connecticut. Contractor, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this Agreement.

**E. Labor and Personnel**

At all times, Contractor shall utilize approved, qualified personnel and any State approved subcontractors necessary to perform the services under this Agreement. Contractor shall advise the State promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to Contractor involving Contractor's employees or subcontractors which may reasonably be expected to affect Contractor's performance of services under this Agreement. The State may then, at its option, ask Contractor to arrange for a temporary employee(s) or subcontractor(s) satisfactory to the State to provide the services otherwise performable by Contractor hereunder. The Contractor will be responsible to the State for any economic detriment caused the State by such subcontract arrangement.

Contractor shall, if requested to do so by the State, reassign from the State's account any employee or authorized representatives whom the State, in its sole discretion, determines is incompetent, dishonest, or uncooperative. In requesting the reassignment of an employee under this paragraph, the State shall give ten (10) days notice to Contractor of the State's desire for such reassignment. Contractor will then have five (5) days to investigate the situation and attempt, if it so desires, to satisfy the State that the employee should not be reassigned; however, the State's decision in its sole discretion after such five (5) day period shall be final. Should the State still desire reassignment, then five (5) days thereafter, or ten (10) days from the date of the notice of reassignment, the employee shall be reassigned from the State's account.

**F. Conflicts, Errors, Omissions, and Discrepancies**

In the event of any conflict between the provision of this Agreement and the provisions of Form CO-802A to which this Agreement is attached, the provisions of this Agreement shall control.

In case of conflicts, discrepancies, errors, or omissions among the various parts of this Agreement, any such matter shall be submitted immediately by Contractor to the State for clarification. The State shall issue such clarification within a reasonable period of time. Any

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services affected by such conflicts, discrepancies, errors, or omissions which are performed by Contractor prior to clarification by the State shall be at Contractor's risk.

**G. Indemnity**

Contractor hereby indemnifies and shall defend and hold harmless the State, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Agreement, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during, or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors.

**H. Nondisclosure**

Contractor shall not release any information concerning the services provided pursuant to the Agreement or any part thereof to any member of the public, press, business entity or any official body unless prior written consent is obtained from the State.

**I. Quality Surveillance and Examination of Records**

All services performed by Contractor shall be subject to the inspection and approval of the State at all times, and Contractor shall furnish all information concerning the services.

The State or its representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of Contractor or its subcontractors pertaining to work performed under this Agreement and shall allow such representatives free access to any and all such plants, places of business, books and records. The State will give the Contractor at least twenty-four (24) hours notice of such intended examination. At the State's request, the Contractor shall provide the State with hard copies or an electronic format of any data or information in the possession or control of the Contractor which pertains to the State's business under this Agreement.

The Contractor shall retain and maintain accurate records and documents relating to performance of services under this Agreement for a minimum of three (3) years after the final payment by the State and shall make them available for inspection and audit by the State. Any subcontractor under this Agreement shall retain and maintain accurate records and documents relating to performance of services under this Agreement for a minimum of three (3) years from the expiration of the subcontract.

In the event that this Agreement constitutes a grant Agreement, and the Contractor is a public or private agency other than another state agency, the Contractor shall provide for an audit acceptable to the State, in accordance with the provisions of Connecticut General Statutes § 7-396a.

The Contractor must incorporate this paragraph verbatim into any Agreement it enters into with any subcontractor providing services under this Agreement.

**J. Insurance**

The Contractor, at its sole expense, agrees to secure and keep in full force and effect at all times during the term of this Agreement as defined in Section 2 above, a one million dollar (\$1,000,000) liability insurance policy or policies provided by an insurance company or companies licensed to do business in the State of Connecticut. Said policy or policies shall cover all of the Contractor's activities under this Agreement and shall state that it is primary insurance in regard to the State, its officers and employees. The State shall be named as an additional insured.

In addition, the Contractor shall at its sole expense maintain in effect at all times during the performance of its obligations hereunder the following additional insurance coverages with limits not less than those set forth below with insurers and under forms of policies approved by the State Insurance Commissioner to do business in Connecticut:

**Coverage:**

**Minimum Amounts and Limits**

1. Workers' Compensation

Connecticut Statutory Requirements

And

**Office of Policy and Management**

**Contract Number**

- |   |   |
|---|---|
| 2. Employer's Liability   | To the extent included under Workers' Compensation Insurance Policy |
| 3. Adequate comprehensive Vehicle Liability Insurance covering all vehicles owned or leased by Contractor and in the course of work under this Agreement: |   |
| a. Bodily Injury Insurance meeting Connecticut statutory requirements; and  |   |
| b. Property Damage Insurance meeting Connecticut statutory requirements.  |   |

None of the requirements contained herein as to types, limits, and approval of insurance coverage to be maintained by Contractor are intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

Contractor shall deliver Certificates of Insurance relating to all of the above referenced coverages to the State at the time of the execution of this Agreement as evidence that policies providing such coverage and limits of insurance are in full force and effect, which Certificate shall provide that no less than thirty (30) days advance notice will be given in writing to the State prior to cancellation, termination or alteration of said policies of insurance.

**K. Non-Waiver**

None of the conditions of this Agreement shall be considered waived by the State or the Contractor unless given in writing. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

**L. Promotion**

Unless specifically authorized in writing by the Secretary of OPM, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies:

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

**M. Confidentiality**

All data provided to Contractor by the State or developed internally by Contractor with regard to the State will be treated as proprietary to the State and confidential unless the State agrees in writing to the contrary. Contractor agrees to forever hold in confidence all files, records, documents, or other information as designated, whether prepared by the State or others, which may come into Contractor's possession during the term of this Agreement, except where disclosure of such information by Contractor is required by other governmental authority to ensure compliance with laws, rules, or regulations, and such disclosure will be limited to that actually so required. Where such disclosure is required, Contractor will provide advance notice to the State of the need for the disclosure and will not disclose absent consent from the State.

**N. Subpoenas**

In the event the Contractor's records are subpoenaed pursuant to Connecticut General Statutes § 36a-43, the Contractor shall, within twenty-four (24) hours of service of the subpoena, notify the person designated for the State in Section 4 of this Agreement of such subpoena. Within thirty-six (36) hours of service, the Contractor shall send a written notice of the subpoena together with a copy of the same to the person designated for the State in Section 4 of this Agreement.

**O. Survival**

The rights and obligations of the parties which by their nature survive termination or completion of the Agreement, including but not limited to those set forth herein in sections relating to

And

**Office of Policy and Management****Contract Number**


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Indemnity, Nondisclosure, Promotion, and Confidentiality of this Agreement, shall remain in full force and effect.

**P. Americans with Disabilities Act**

This clause applies to those Contractors which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the term of this Agreement. Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Contractor to satisfy this standard either now or during the term of this Agreement as it may be amended will render the contract voidable at the option of the State upon notice to the Contractor. Contractor warrants that it will hold the State harmless 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.

**Q. Non-Discrimination and Executive Orders**

(a) For the purposes of this Section, "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 "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of this Section, "Commission" means the Commission on Human Rights and Opportunities.

For purposes of this Section, "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.

(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, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by 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 worker's 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, Connecticut General Statutes § 46a-68e and Connecticut General Statutes § 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights

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And

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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 Agreement and as they may be adopted or amended from time to time during the term of this Agreement and any amendments thereto.
- (g) The Contractor agrees to the following provisions: The Contractor agrees and warrants that in the performance of the Agreement 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 the employees are treated when employed without regard to their sexual orientation; the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; 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 the Contractor agrees to provide the Commission 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 State may so enter.
- (i) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor,

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"marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

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

The Contractor agrees, as part consideration hereof, that this Agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

#### **R. Violence in the Workplace Prevention**

This Agreement is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 and, as such, the contract may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. 16. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. 16 is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order.

#### **S. Sovereign Immunity**

Notwithstanding any provisions to the contrary contained in this Agreement, it is agreed and understood that the State of Connecticut shall not be construed to have waived any rights or defenses of sovereign immunity which it may have with respect to all matters arising out of this Agreement.

#### **T. Assignment**

This Agreement shall not be assigned by either party without the express prior written consent of the other.

**U. Severability**

If any part or parts of this Agreement shall be held to be void or unenforceable, such part or parts shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable.

**V. Headings**

The titles of the several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

**W. Third Parties**

The State shall not be obligated or liable hereunder to any party other than the Contractor.

**X. Non Waiver**

In no event shall the making by the State of any payment to the Contractor constitute or be construed as a waiver by the State of any breach of covenant, or any default which may then exist, on the part of the Contractor and the making of any such payment by the State while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the State in respect to such breach or default.

**Y. Contractor Certification**

The Contractor certifies that the Contractor has not been convicted of bribery or attempting to bribe an officer or employee of the State, nor has the Contractor made an admission of guilt of such conduct which is a matter of record.

**Z. Large State Contracts**

Pursuant to Connecticut General Statutes §§ 4-250 and 4-252, Contractor must present at the execution of each large State contract (having a total cost to the State of more than \$500,000 in a calendar or fiscal year) an executed gift certification, which Contractor shall update on an annual basis in accordance with paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1. In addition, pursuant to paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1, anyone who executes and files said gift certification shall also execute and file a campaign contribution certification disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

**AA. Governor M. Jodi Rell's Executive Order No. 7C**

Pursuant to Governor M. Jodi Rell's Executive Order No. 7C, paragraph 10, Contractor shall comply with the certification requirements of Connecticut General Statutes §§ 4-250 and 4-252, and Governor M. Jodi Rell's Executive Order No 1, for all personal service agreement contracts with a value of \$50,000 or more in a calendar or fiscal year by executing and filing the respective certifications with OPM.

**BB. State Contracting Standards Board**

Pursuant to paragraph 6(a) of Governor M. Jodi Rell's Executive Order No. 7C, Contractor acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for OPM's consideration and final OPM determination, termination of this contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the Connecticut General Statutes) or Connecticut General Statutes § 4a-100 or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or State contracting agency.

**CC. Large State Construction Or Procurement Contract**

Pursuant to Connecticut General Statutes § 1-101qq, every contractor to a Large State construction or procurement contract shall review the summary of State ethics laws developed by the Office of State Ethics pursuant to Connecticut General Statutes Section 1-81b (the

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“Summary”) and shall promptly affirm to OPM in writing that the key employees of such Contractor have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. A copy of the Summary is attached and incorporated herein as Attachment B. Further, Contractor shall incorporate and include the Summary in all contracts with any subcontractor or consultant working or assisting the Contractor with the large state construction or procurement contract. Contractor shall require in said contracts that the key employees of any subcontractor or consultant affirm that they have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. Contractor shall supply such affirmations to OPM promptly. “Large state construction or procurement contract” means any contract, having a cost of more than five hundred thousand dollars, for (A) the remodeling, alteration, repair or enlargement of any real asset, (B) the construction, alteration, reconstruction, improvement, relocation, widening or changing of the grade of a section of a state highway or a bridge, (C) the purchase or lease of supplies, materials or equipment, as defined in Section 4a-50 of the Connecticut General Statutes, or (D) the construction, reconstruction, alteration, remodeling, repair or demolition of any public building.

**DD. Disclosure of Consulting Agreements**

Pursuant to Connecticut General Statutes § 4a-81, the chief official of the Contractor, for all contracts with a value to the State of fifty thousand dollars or more in any calendar or fiscal year, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such State agency, whether or not direct contact with a State agency, State or public official or State employee was expected or made. As used herein "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 contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of Connecticut General Statutes § 4a-81.

**EE. Retaliation Prohibition**

Pursuant to Connecticut General Statutes § 4-61dd, a large state 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 the contract, if an officer, employee or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the large state 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 Connecticut General Statutes § 4-61dd(a). 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. Each large state contractor shall post a notice of the provisions of this section relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor. As used in Connecticut General Statutes § 4-61dd, a "large state contract" means a contract between an entity and a state or quasi-public agency having a value of five million dollars or more and (2) "large state contractor" means an entity that has entered into a large state contract with a state or quasi-public agency.

**FF. Campaign Contribution and Solicitation Prohibitions**

For all State contracts as defined in Connecticut General Statutes § 9-612(g)(1)(2) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement

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expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment C.

**GG. Non-Discrimination Certification**

Pursuant to Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), every Contractor is required to provide the State with a non-discrimination certificate for all State contracts regardless of type, term, cost or value. The appropriate form must be submitted to the awarding State agency prior to contract execution. Copies of "nondiscrimination certification" forms that will satisfy the statutory requirements may be found on OPM's website. The applicable certification form must be signed by an authorized signatory of the Contractor (or, in the case of an individual contractor, by the individual).

Appendix IV

GENERAL CONDITIONS  
FOR  
FACILITIES AND SERVICES

UNITED TECHNOLOGIES CORPORATION  
PRATT & WHITNEY  
EAST HARTFORD, CONNECTICUT

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UNITED TECHNOLOGIES CORPORATION  
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UNITED TECHNOLOGIES  
PRATT & WHITNEY  
FACILITIES & SERVICES

GENERAL CONDITIONS

These General Conditions shall apply to all activity on the UTC Parcel by the State and its Contractors ("Work") pursuant to the Construction Access Easement and State Work Area Easement under the Temporary Construction Easement Agreement between UTC and the State of Connecticut (hereinafter the "State" or "Contractor") dated \_\_\_\_\_ ("the Agreement").

1.0 CONTRACTOR'S RESPONSIBILITY

The State shall be responsible for ensuring that its Contractors or representatives performing the Work are not debarred, proposed for debarment, suspended, or ineligible for the award of contracts by any agency of the United States.

As specified in the Implementation Protocol between UTC and the State, prior to the commencement of any Work, Contractor shall complete UTC on-line safety training. The UTC/P&W contact person is David Billard (565-4242). UTC will ensure that the on-line safety training or any other registration, certification or notification system that Contractor is required to complete are operational such that prompt access to the system(s) is available.

2.0 CONTRACTOR'S INSURANCE

The Contractor agrees to carry as a minimum the following insurance in such form and with such carriers as are satisfactory to P&W covering the Work hereof.

Worker's Compensation and Employer's Liability Insurance in an amount sufficient by virtue of the laws of the state in which the Services or any portion of the Services is performed.

General Liability Insurance in which the limit of liability for injuries, including accidental death, shall be \$2,000,000 for any one occurrence.

General Liability Insurance in which the limit of liability for property damage shall be \$2,000,000.00 for any one occurrence.

Automobile Liability Insurance in which the limit of liability for injuries, including accidental death, shall be \$1,000,000.00 for any one occurrence.

Automobile Liability Insurance in which the limit of liability for property damage shall be \$1,000,000.00 for any one occurrence.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Connecticut and the state in which the services are performed, shall be in form reasonably satisfactory to P&W and shall contain a provision prohibiting cancellation except upon at least ten (10) days prior notice to P&W and shall contain a complete waiver by the insurer of subrogation against P&W. All such insurance policies will be primary in the event of a loss arising out of the Contractor's performance and shall provide that where there is more than one insured, the policy will operate, except for the limits of liability as if there were a separate policy covering each insured. Certified copies of said policies or certificates evidencing such insurance naming United Technologies Corporation as an additional insured shall be filed with P&W before Work is started.

3.0 CLEANING OF PREMISES:

The Contractor shall, upon completion of the Work, remove all equipment and debris from the premises, unless more exactly specified otherwise, to the complete satisfaction of P&W.

4.0 PROTECTION OF PROPERTY AND PERSONS:

Contractor shall properly protect P&W and adjoining property from injury arising from the Contractor's actions on the premises. Any damage to same shall be made good without delay.

All protection shall be maintained in satisfactory condition at all times.

The Contractor shall conform to recommendations of the latest edition of the Manual of Accident Prevention in Construction of the Associated General Contractors of America. Streets, drives, sidewalks and curbs shall be protected, and repaired to the satisfaction of P&W. To the extent, if any, that the Contractor undertakes excavation activities that affect the premises, the Contractor shall protect, pump water from, and provide shoring for excavations and trenches.

The Contractor shall be held responsible for all damage caused by it and shall bear the expense of removing, reconstructing, replacing, or refinishing the damaged materials and work, the cost of making good other work affected thereby, and the cost of delays resulting therefrom.

All work and material of every description liable to injury during conduct of the Work, shall be fully protected against damage from any source. Materials affected by weather shall be covered and protected to keep them free from damage while being transported to the site. Should any material be found defective in any way contrary to the contract, this material, no matter in what state of completion, shall be removed forthwith from the premises. During adverse weather, Contractor shall take all necessary precautions so that work may be properly done and satisfactory in all respects. When required, protection shall be provided by use of tarpaulins, wood and building paper shelters, or other approved means, at the expense of the Contractor.

The Contractor shall provide and maintain warning signs, lights, barricades, railings and other safeguards for the protection of workmen and others on, or adjacent to the work as required by the condition and progress of the Work and as directed by P&W. Contractor shall designate a Safety Inspector, who shall be responsible for the safe execution of the Work under this contract. Contractor shall make or have made regular safety inspections and maintain a record of these inspections reasonably satisfactory to P&W.

Materials stored on the site by the Contractor shall not interfere with or create a hazard to P&W's activities.

5.0 ENVIRONMENTAL COMPLIANCE:

All provisions hereto are subject to the Implementation Protocol agreed to by UTC and the State .

Contractor is responsible for compliance with all Federal, State and Local Environmental laws and regulations.

The Contractor agrees and warrants that the Contractor alone is responsible for taking all steps appropriate to avoid spills of both hazardous and non hazardous materials and for compliance with environmental spill reporting should a spill occur. In the event of a spill the Contractor agrees to immediately notify P&W's representative. Contractor further warrants that he is fully knowledgeable of

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what constitutes a spill under state and federal regulations, shall report all spills and bear the cost of spill cleanup.

6.0 SECURITY REQUIREMENTS:

- A. The Contractor shall be subject to and shall at all times conform to P&W rules and requirements for the protection of the plant, materials, equipment and personnel, as described herein or as otherwise provided to Contractor. Any violations or disregard of these rules may be cause for denial of access to Company property. All applicable Federal regulations and codes, including the National Fire Codes and OSHA regulations, State and local laws, ordinances and codes, as well as company rules, must be strictly adhered to, and adequate safety precautions taken to protect persons and property.
  - B. The Contractor SHALL NOT ENTER ONTO ANY P&W PROPERTY OTHER THAN THE TEMPORARY EASEMENT AREA.
  - C. Contractor employees admitted to Company property must conduct themselves in an orderly and safe manner. Fighting or engaging in horseplay, being under the influence of liquor or drugs, or bringing liquor or drugs onto Company property, gambling, soliciting, stealing, taking pictures or bringing cameras anywhere on Company property other than for the purpose of documenting the progress of the Work or conditions of the Work, and any immoral or otherwise undesirable conduct will not be permitted.
  - D. Firearms may not be brought onto Company property.
  - E. The operation of Contractor vehicles or private vehicles by Contractor employees on Company property shall conform to posted regulations and safe driving practices. Vehicular accidents shall be reported promptly to the Company Security Department.
  - F. Serious occupational accidents and / or fatalities must be promptly reported to the Company Security Department.
  - G. Company Fire Department / Plant Protection Department approval must be obtained for the storage and handling of all flammable liquids, gasses, which shall be kept to a minimum at all times. Flammable liquids having a flash point below 100 degrees (gasoline, alcohol, lacquer, thinner, etc.) must be dispensed from approved safety cans at all times and must not be stored or used near heat or open flame. Flammable liquids in drums or tanks must be arranged and protected in accordance with the National Fire Codes.
  - H. All containers of flammable liquids must be provided with appropriate warning labels and description of their contents.
  - I. The Contractor shall submit a list of all chemicals, liquids, solids and gases constituting hazardous substances to be used on the premises to Pratt & Whitney for their approval. Such list shall include a current Material Safety Data Sheet for each item. Contractor shall not introduce any chemicals to the worksite that have not been preapproved by Pratt & Whitney.
  - J. When use of hazardous materials is no longer required for the Work t, Contractor is to promptly remove any unused material from Company property for legal disposal or storage.
  - K. Contractor is to designate an employee responsible for hazardous materials who is to insure that all Contractor employees on the job site have received training in the proper handling of hazardous materials prior to the start of work.
  - L. The Work site must be kept clean and orderly and combustibles kept to a minimum at all times. All rubbish and combustible debris must be removed daily from the property.
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- M. Burning of rubbish or other combustible, flammable, or explosive materials on company property is prohibited.
- N. Approved type covered metal containers are required for trash disposal.
- O. Flammable liquids must not be placed in trash containers as this is not only a fire hazard, but could be dangerous to persons handling trash.
- P. Flammable gas and oxygen cylinders must be kept separated when not in use. All compressed gas cylinders must be properly secured against falling.
- Q. The Company Fire Department / Plant Protection Department must be promptly notified of any fire, explosion, leakage or spillage of flammable liquids, regardless of quantity.
- R. Use or storage of explosives or powder actuated tools is prohibited unless authorized and supervised by the Company Fire Department / Plant Protection Department and Safety Department.

7.0 DEFINITIONS:

- 1. Wherever the term "P&W" or "Company" is used in these General Conditions, it shall be construed to mean the Pratt & Whitney Division of United Technologies Corporation (UTC) in East Hartford, Connecticut. The term "P&W representative" or "Pratt & Whitney representative" means David Billard.
- 2. Wherever the term "Contractor" is used in these General Conditions, it shall be construed to mean an individual, firm, company or corporation and its employees, agents and invitees, acting on behalf of the State in performing the Work. The term Contractor includes subcontractors of the Contractor and the employees, agents and invitees of such subcontractor and employees of the State. The Term "State" means the State of Connecticut, acting by and through the Secretary of the Office of Policy and Management.
- 3. Where the letters OSHA are used, they refer to the Occupational Safety and Health Act.
- 4. Where the term Fire Underwriters is used, it refers to the National Board of Underwriters.

8.0 ACCESS TO SITE:

The Contractor shall make every effort to minimize damage to all access routes and it shall be required to restore them to their original conditions. The Contractor shall acquire all necessary permits for working in, on or from public streets or rights-of-way and for securing access rights of their own.

All costs of the removal and restoration to original condition of walls, fences, structures, utility lines, poles, guy wires, or anchors and other improvements required for passage of the Contractor's equipment shall be borne by the Contractor. The Contractor shall notify the proper authorities of the Town of East Hartford and all utilities of any intended modification or disruption to their property prior to the start of construction and shall cooperate with them in the scheduling and performance of his operations.

The Contractor shall be responsible for and reimburse P&W and others for any and all losses, damage or expense which P&W or those others may suffer, either directly or indirectly or through any claims of any person or party, for any trespass outside the spaces and rights of way provided by P&W to the Contractor or any violation or any disregard of the terms and conditions established for the use or occupancy of those rights or for negligence in the exercise of those rights, provided that the Contractor has been determined to be responsible for the loss and only to the extent that the Contractor contributed to the loss.

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9.0 OCCUPATIONAL SAFETY, HEALTH AND ENVIRONMENTAL COMPLIANCE:

The Contractor is responsible for compliance with all applicable Federal, State and Local Occupational Safety and Environmental regulations.

The Contractor shall be familiar with and agree to comply with federal regulations promulgated under the Occupational Safety and Health Act of 1970, specifically Code 29 of the Federal Regulations (CFR) Part 1910, Occupational Safety and Health Standards and 29 (CFR) Part 1926 Safety and Health Regulations for Construction.

The Contractor shall also be knowledgeable of and comply with all local, state and federal environmental regulations, including but not limited to those which control air, water, waste, noise and toxic substances.

10.0 PERSONAL PROTECTIVE EQUIPMENT:

The Contractor is required to provide and ensure their employees wear appropriate personal protective equipment.

EYE PROTECTION – As a minimum, industrial safety glasses with side shields are required in all other areas where posted or where contract work is being performed.

HEAD PROTECTION – Hard hats are required in posted areas and where overhead work is being performed. Contractors are responsible for installation of warning signs.

HEARING PROTECTION – Ear muffs or plugs are recommended during noisy operations such as jack hammering or in posted areas.

FOOT PROTECTION – Sturdy leather shoes or, preferably, safety shoes are recommended. Open to shoes, sandals or sneakers are prohibited.

HAND PROTECTION – Protective gloves or operation specific hand protection is required when and where deemed necessary.

11.0 MATERIAL SAFETY DATA SHEETS, CONTAINER LABELING AND P&W PHYSICAL HAZARDS:

If the Contractor plans to bring hazardous or non-hazardous materials on P&W property, the Contractor must provide the P&W representative with material safety data sheets (MSDS) for those materials prior to approval. All materials must be labeled. If Contractor transfers a material from its original labeled container, Contractor must ensure the new container is labeled with the chemical name and hazard warning in accordance with OSHA standards. The P&W representative will inform Contractor if Contractor could be exposed to hazardous materials or physical hazards from P&W operations while performing the Work. Upon request, Contractor will be provided with MSDS's for those materials.

12.0 HAZARDOUS AND REGULATED WASTES:

Applicable disposal procedures for waste materials are specified in the Implementation Protocol and in this Section 12.0. In the event of a conflict between these General Conditions and the Implementation Protocol, the Implementation Protocol shall govern. Waste materials are not to be poured into sinks, drains, toilets, storm sewers or on the ground. Solid or liquid wastes that are hazardous or regulated are not to be disposed of in refuse dumpsters. All spent or waste chemicals from the Work must be disposed of in coordination with the Pratt & Whitney Representative in accordance with all federal, state and local statutes and regulations. Waste materials generated on P&W property will be placed in labeled DOT approved containers, supplied by the P&W representative.

Contractors must have a preapproval from the Pratt & Whitney representative for any activity on P&W property that will generate a hazardous waste, result in a waste discharge of any kind, or result in air emissions requiring a permit. This includes internal combustion engines. Contractors must maintain their

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equipment to minimize the potential for discharges (oil / coolant / gasoline) to the environment. All leaking equipment must be repaired or removed from the site. All spills must be reported to P&W by calling 565-1111 and to the Connecticut Department of Environmental Protection.

13.0 PROHIBITED MATERIALS AND EQUIPMENT:

The possession of alcoholic beverages, illegal drugs, explosives and / or firearms are strictly prohibited on Company property. Anyone suspected of being under the influence of alcohol or drugs will not be allowed to enter or remain on the premises. Cameras and video tape recorders shall not be used on Company property other than for the purpose of documenting progress of the Work or conditions of the Work.

14.0 COMPRESSED GAS CYLINDERS:

Compressed gas cylinders must be fastened securely in an upright position and properly identified as to its contents. Flammable compressed gas cylinders shall be separated from oxygen cylinders by twenty (20) feet when in storage.

15.0 DISPOSAL PROCEDURES:

Applicable disposal procedures for waste materials are specified in the Implementation Protocol and in Section 12.0 above.

16.0 SPILL PROCEDURES:

Contractors shall be responsible for all spills and spill clean ups that result from the Work. A spill is defined as an accidental release of any product outside of its normal container except during use.

There is no limit to the quantity that defines a spill. All spills on P&W Property shall be reported immediately to the P&W Fire Department at 565-1111. Spills also include leaks from vehicles or construction equipment.

Contractor shall be responsible to have at each job site a reasonable quantity of spill clean up materials. This includes spill clean up kits on trucks and construction equipment. If P&W determines that a spill clean up is beyond the ability of the Contractor to handle, or the Contractor has failed to clean up the spill adequately, P&W shall use its own personnel or hire spill clean up specialists. In all cases, the Contractor shall be responsible for any costs incurred as a result of the spill clean up. The costs may include removal of contaminated materials as well as restoration of the area.

In cases of vehicle and equipment leaks, P&W prohibits the actively leaking vehicle from exiting the facility. The Contractor shall repair the leaking vehicle and / or transfer materials to any alternate vehicle. In all cases, associated costs shall be paid by the Contractor.

Failure to report a spill shall be grounds for the banning of a Contractor from working at P&W.

17.0 CHEMICAL USE / STORAGE:

The storage and use of chemicals (including oils, fuels, etc.) on the job site shall be done in accordance with all applicable federal, state and local regulations. The use of safety containers, proper labels, grounding straps, UL listed tanks and pumps, etc., shall be required at all times. Contractor should refer to NFPA 30 for guidelines, or the P&W representative for additional details.

Transportation of chemicals, fuels, oils, concrete, etc., to P&W shall be in full accordance with all federal DOT regulations, 49 CFR, including the use of placards, proper materials segregation and weight limits.

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APPENDIX V – PREVAILING WAGE

APPENDIX V - PREVAILING WAGE RATES

Project: Rentschler Field Parking And Traffic Circulation Improvements Clearing Phase

**Minimum Rates and Classifications  
for Heavy/Highway Construction  
H 12919**

**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:

Project Town: East Hartford

FAP Number:

State Number:

Project: Rentschler Field Parking And Traffic Circulation Improvements Clearing Phase

**CLASSIFICATION**

**Hourly Rate**

**Benefits**

01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. \*\*See Laborers Group 7\*\*

1) Boilermaker

\$33.79

34% + 8.96

1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons

\$32.18

19.79

2) Carpenters, Piledrivermen

\$29.00

17.80

2a) Diver Tenders

\$29.00

17.80

**As of:** Wednesday, November 04, 2009

Project: Rentschler Field Parking And Traffic Circulation Improvements Clearing Phase

3) Divers	\$37.46	17.80
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	\$37.65	14.20
4a) Painters: Brush and Roller	\$28.17	14.55
4b) Painters: Spray Only	\$31.17	14.55
4c) Painters: Steel Only	\$30.17	14.55
4d) Painters: Blast and Spray	\$31.17	14.55
4e) Painters: Tanks, Tower and Swing	\$30.17	14.55
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)	\$35.40	19.51

Project: Rentschler Field Parking And Traffic Circulation Improvements Clearing Phase

6) Ironworkers: (Ornamental, Reinforcing, Structural, and Precast Concrete Erection	\$32.75	25.08 + a
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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)	\$36.32	21.26
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----LABORERS----

8) Group 1: Laborer (Unskilled); Common or General	\$24.25	14.45
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9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen, air tool operator	\$24.50	14.45
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10) Group 3: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license)- Last updated 4/8/09	\$24.75	14.45
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11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block pavers and curb setters	\$24.75	14.45
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12) Group 5: Toxic waste workers (non-mechanical systems) - Last updated 4/8/09	\$26.25	14.45
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Project: Rentschler Field Parking And Traffic Circulation Improvements Clearing Phase

13) Group 6: Blasters	\$26.00	14.45
Group 7: Asbestos Removal, non-mechanical systems (does not include leaded joint pipe) - Last updated 4/8/09	\$25.25	14.45
Group 8: Traffic control signalmen	\$16.00	14.45
----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.---- Last updated 4/5/09----		
13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	\$28.58	14.45 + a
13b) Brakemen, Trackmen	\$27.75	14.45 + a
----CLEANING, CONCRETE AND CAULKING TUNNEL----Last updated 4/5/09----		
14) Concrete Workers, Form Movers, and Strippers	\$27.75	14.45 + a

Project: Rentschler Field Parking And Traffic Circulation Improvements Clearing Phase

15) Form Erectors	\$28.03	14.45 + a
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----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND  
TUNNEL IN FREE AIR:----Last updated 4/5/09----

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	\$27.75	14.45 + a
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17) Laborers Topside, Cage Tenders, Bellman	\$27.65	14.45 + a
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18) Miners	\$28.58	14.45 + a
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----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED  
AIR: ----Last updated 4/5/09----

18a) Blaster	\$34.19	14.45 + a
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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	\$34.02	14.45 + a
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Project: Rentschler Field Parking And Traffic Circulation Improvements Clearing Phase

20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	\$32.30	14.45 + a
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21) Mucking Machine Operator	\$34.70	14.45 + a
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----TRUCK DRIVERS----(\*see note below)

Two axle trucks	\$26.98	13.48 + a
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Three axle trucks; two axle ready mix	\$27.08	13.48 + a
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Three axle ready mix	\$27.13	13.48 + a
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Four axle trucks, heavy duty trailer (up to 40 tons)	\$27.18	13.48 + a
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Four axle ready-mix	\$27.23	13.48 + a
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Project: Rentschler Field Parking And Traffic Circulation Improvements Clearing Phase

Heavy duty trailer (40 tons and over)	\$27.43	13.48 + a
Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	\$27.23	13.48 + a

----POWER EQUIPMENT OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over. (Trade License Required)	\$34.05	17.75 + a
Group 2: Cranes (100 ton rated capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer). (Trade License Required)	\$33.73	17.75 + a
Group 3: Excavator; Cranes (under 100 ton rated capacity), 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)	\$32.99	17.75 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper)	\$32.60	17.75 + 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" Mandrell)	\$32.01	17.75 + a

Project: Rentschler Field Parking And Traffic Circulation Improvements Clearing Phase

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	\$32.01	17.75 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	\$31.70	17.75 + 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).	\$31.36	17.75 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	\$30.96	17.75 + 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).	\$30.53	17.75 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	\$28.49	17.75 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	\$28.49	17.75 + a
Group 12: Wellpoint Operator.	\$28.43	17.75 + a

Project: Rentschler Field Parking And Traffic Circulation Improvements Clearing Phase

Group 13: Compressor Battery Operator.	\$27.85	17.75 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	\$26.71	17.75 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	\$26.30	17.75 + a
Group 16: Maintenance Engineer/Oiler	\$25.65	17.75 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	\$29.96	17.75 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	\$27.54	17.75 + a

\*\*NOTE: SEE BELOW

----LINE CONSTRUCTION----(Railroad Construction and Maintenance)----Last updated 4/17/09----

Project: Rentschler Field Parking And Traffic Circulation Improvements Clearing Phase

20) Lineman, Cable Splicer, Dynamite Man \$35.65 10.70 + 6.25%

21) Heavy Equipment Operator \$22.09 10.70 + 6.25%

22) Equipment Operator, Tractor Trailer Driver, Material Men \$30.30 10.70 + 6.25%

23) Driver Groundmen \$26.74 10.70 + 6.25%

----LINE CONSTRUCTION----Last updated 4/17/09----

24) Driver Groundmen \$30.92 6.5% + 9.70

25) Groundmen \$22.67 6.5% + 6.20

26) Heavy Equipment Operators \$37.10 6.5% + 10.70

Project: Rentschler Field Parking And Traffic Circulation Improvements Clearing Phase

27) Linemen, Cable Splicers, Dynamite Men	\$41.22	6.5% + 12.20
28) Material Men, Tractor Trailer Drivers, Equipment Operators	\$35.04	6.5% + 10.45

Project: Rentschler Field Parking And Traffic Circulation Improvements Clearing Phase

*Welders: Rate for craft to which welding is incidental.*

*\*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*

- 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 ~~*

*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](http://www.ct.gov/dol).*

*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.*

Project: Rentschler Field Parking And Traffic Circulation Improvements Clearing Phase

*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.

## APPENDIX VI – LIST OF PERMITS

The following permits either have been received or have been applied for:

Flood Management Certification

Inland Water Resources 401 Water Quality Certification and Diversion Permit

Inland Wetlands and Watercourse Permit

Army Corp of Engineers Section 404 Individual Wetlands Permit

General Permit Registration for Stormwater & Dewatering Wastewaters – Construction  
Activities



REPLY TO  
ATTENTION OF

**DEPARTMENT OF THE ARMY**  
NEW ENGLAND DISTRICT, CORPS OF ENGINEERS  
696 VIRGINIA ROAD  
CONCORD, MASSACHUSETTS 01742-2751

November 5, 2009

Regulatory Division  
CENAE-R-PEB  
Permit Number: NAE-2007-2818

RECEIVED NOV 09 2009

Daniel S. Matos  
Rentschler Field Development Corporation, LLC  
c/o The Matos Group  
367 Silver Lane  
East Hartford, Connecticut 06108

Dear Mr. Matos:

Enclosed are two copies of a Department of the Army permit authorizing the work described therein. Your signature is necessary to execute this permit. The authorized work cannot start until we receive a complete, signed copy of the permit. If the conditions are acceptable, please sign both copies and return one signed copy of the entire permit to "Regulatory Division" at the address above. A fee of **\$100.00** is required. Please enclose a check made payable to "FAO New England District", and return it with the signed permit copy. Please ensure your address and phone number are on the check.

You are also required to complete and return these enclosed forms to this office:

- a. Work Start Notification Form at least two weeks before the work start date.
- b. Mitigation Work Start Notification Form at least two weeks before the mitigation work start date.
- c. Compliance Certification Form within one month following the completion of the authorized work.

This permit is a limited authorization containing a specific set of conditions. Please read the permit thoroughly to familiarize yourself with those conditions. If a contractor does the work for you, both you and the contractor are responsible for ensuring that the work is done in compliance with the permit's terms and conditions, as any violations could result in civil or criminal penalties. If you need to change the plans or construction methods (i.e., for work in our jurisdiction), please contact us immediately to discuss modifying your permit prior to undertaking these changes.

Our verification of this project's wetland delineation under the January 1987 Corps of Engineers Wetlands Delineation Manual is valid for a period of five years from the date of this letter unless new information warrants revision of the determination before the expiration date.

Please note that the Department of the Army permit process does not supersede any other federal, state, and/or local agency's jurisdiction.

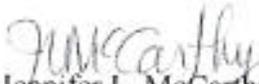
This letter contains an approved jurisdictional determination for your subject site and a proffered permit for your proposed project. If you object to this jurisdictional determination and/or proffered permit decision, you may request an administrative appeal under Corps regulations at 33 CFR 331. A combined Notification of Appeal Process (NAP) and Request for Appeal (RFA) form and flow chart explaining the appeals process and your options are enclosed with this letter. If you desire to appeal, you must submit a completed RFA form along with any supporting or clarifying information to Michael G. Vissichelli, Administrative Appeals Review Officer, North Atlantic Division, Corps of Engineers, North Atlantic Fort Hamilton Military Community, Bldg. 301, General Lee Avenue, Brooklyn, NY 11252-6700. Additional contact info for Mr. Vissichelli is (718) 765-7163 (phone) and [michael.g.vissichelli@usace.army.mil](mailto:michael.g.vissichelli@usace.army.mil).

In order for the Corps to accept an RFA, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR 331.5, and that it has been received by the Division Office within 60 days of the date of the NAP.

We continually strive to improve our customer service. In order for us to better serve you, we would appreciate your completing our Customer Service Survey located at <http://per2.nwp.usace.army.mil/survey.html>

If you have any questions regarding this correspondence, please contact Bill Mullen at (978) 318-8559, (800) 343-4789, or use (800) 363-4367 within Massachusetts.

Sincerely,

  
Jennifer L. McCarthy  
Chief, Regulatory Division

Attachments:  
JD Form  
NAAO-RFA Form

Copy Furnished:

Ted DeSantos, P.E., Fuss & O'Neill, Inc., 146 Hartford Road, Manchester, CT 06040

Applicant: Rentschler Field Development Corp, LLC		File Number: NAE-2007-2818	Date: November 5, 2009
Attached is:			See Section below
X	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)		A
	PROFFERED PERMIT (Standard Permit or Letter of permission)		B
	PERMIT DENIAL		C
X	APPROVED JURISDICTIONAL DETERMINATION		D
	PRELIMINARY JURISDICTIONAL DETERMINATION		E

**A: INITIAL PROFFERED PERMIT:** You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the District Engineer for final authorization in care of "Regulatory Division." If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the District Engineer, in care of the Chief, Regulatory Division, as specified in the last paragraph of the coverletter. Your objections must be received within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the District Engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the District Engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

**B: PROFFERED PERMIT:** You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the District Engineer for final authorization in care of "Regulatory Division." If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the Division Engineer in care of: Michael G. Vissichelli, Administrative Appeals Review Officer, North Atlantic Division, Corps of Engineers, North Atlantic Fort Hamilton Military Community, Bldg. 301, General Lee Avenue, Brooklyn, NY 11252-6700 Telephone: (718) 765-7163, E-mail: Michael.G.Vissichelli@usace.army.mil The Division Engineer must receive this form within 60 days of the date of this notice.

- **C: PERMIT DENIAL:** You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the Division Engineer in care of: Michael G. Vissichelli, Administrative Appeals Review Officer, North Atlantic Division, Corps of Engineers, North Atlantic Fort Hamilton Military Community, Bldg. 301, General Lee Avenue, Brooklyn, NY 11252-6700 Telephone: (718) 765-7163, E-mail: Michael.G.Vissichelli@usace.army.mil The Division Engineer must receive this form within 60 days of the date of this notice.

**D: APPROVED JURISDICTIONAL DETERMINATION:** You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the Division Engineer in care of: Michael G. Vissichelli, Administrative Appeals Review Officer, North Atlantic Division, Corps of Engineers, North Atlantic Fort Hamilton Military Community, Bldg. 301, General Lee Avenue, Brooklyn, NY 11252-6700 Telephone: (718) 765-7163, E-mail: Michael.G.Vissichelli@usace.army.mil The Division Engineer must receive this form within 60 days of the date of this notice.

**E: PRELIMINARY JURISDICTIONAL DETERMINATION:** You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district at the address below for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

**REASONS FOR APPEAL OR OBJECTIONS:** (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

**ADDITIONAL INFORMATION:** The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

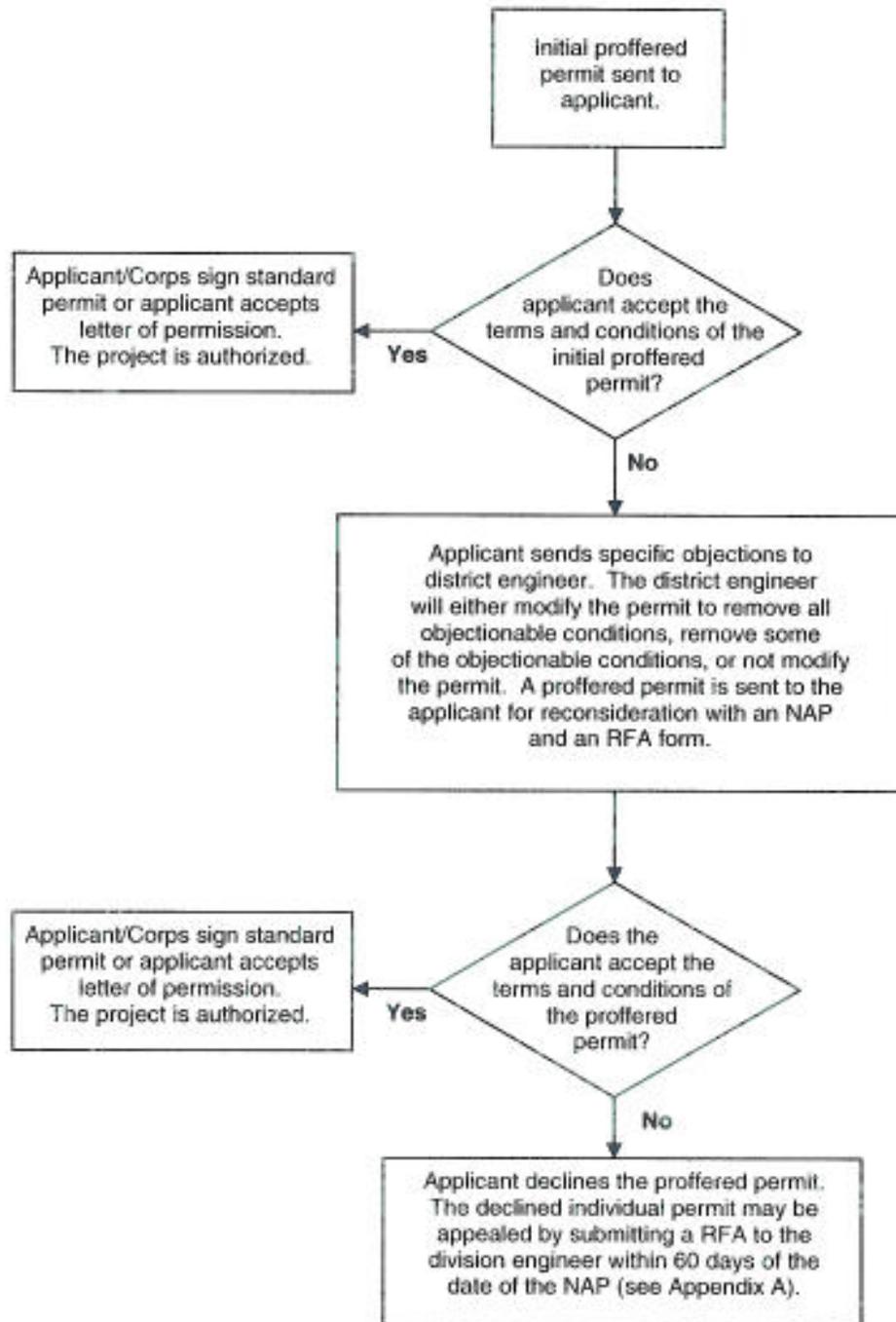
If you have questions regarding this decision and/or the appeal process you may contact Ms. Ruth Ladd at:

Chief, Policy Analysis/Technical Support Branch  
 Corps of Engineers  
 696 Virginia Road  
 Concord, MA 01742 or by calling (978) 318-8818

**RIGHT OF ENTRY:** Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15-day notice of any site investigation, and will have the opportunity to participate in all site investigations.

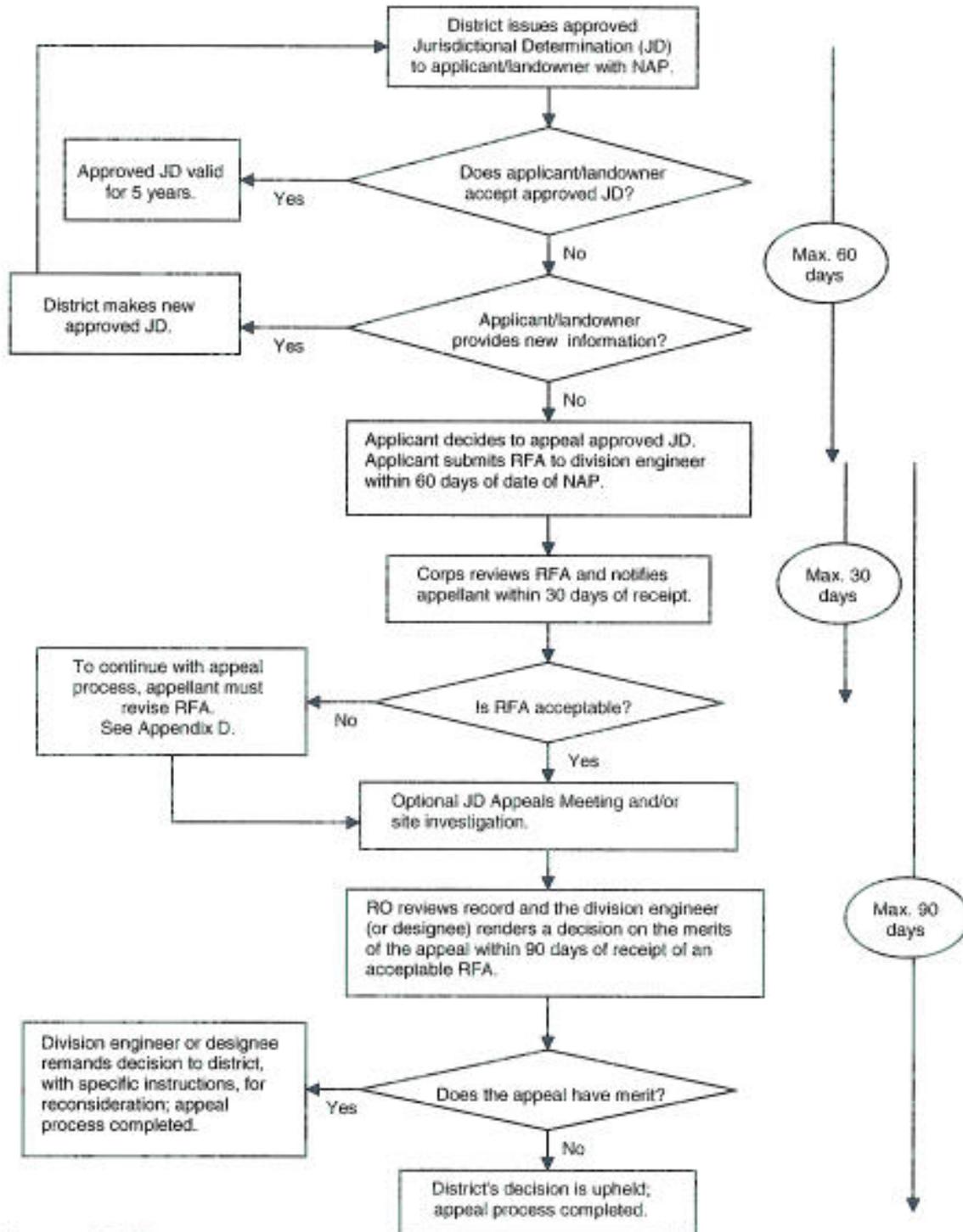
_____ Signature of appellant or agent.	Date:	Telephone number:
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## Applicant Options with Initial/Proffered Permit



Appendix B

## Administrative Appeal Process for Approved Jurisdictional Determination



**Appendix C**

DEPARTMENT OF THE ARMY PERMIT

Permittee Rentschler Field Development Corporation, LLC

Permit No. NAE-2007-2818

Issuing Office New England District

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

**Project Description:**

To place fill in, or otherwise disturb, 4.22 acres of Federal wetlands/waters in order to facilitate the planned buildout of a 7.8 million square feet mixed use development over a 15-20-year period at the 920-acre United Technologies Corporation campus (the "Rentschler Field" site). The 4.22 acres of impacts are as follows: 2.06 acres are to wetlands associated with Firemans Pond; 1.24 acres are to wetlands (primarily the eastern perimeter ditch) associated with the proposed Perimeter Road; and 0.92 acres are to ditches associated with the proposed new Stadium parking area.

This work is shown on the attached plans entitled "Rentschler Field Redevelopment" on 13 sheets (numbered 1 of 13 through 13 of 13), and variously dated and undated.

**Project Location:**

The work is proposed in wetlands/waters in the Pewterpot Brook watershed (tributary to the Connecticut River) at Silver Lane, East Hartford, Connecticut.

**Permit Conditions:**

**General Conditions:**

1. The time limit for completing the work authorized ends on DECEMBER 31, 2014. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

**Special Conditions:**

1. The permittee shall ensure that a copy of this permit is at the work site whenever work is being performed and that all personnel performing work at the site of the work authorized by this permit are fully aware of the terms and conditions of the permit. This permit, including its drawings and any appendices and other attachments, shall be made a part of any and all contracts and sub-contracts for work which affects areas of Corps of Engineers jurisdiction at the site of the work authorized by this permit. This shall be done by including the entire permit in the specifications for work.

**(Special Conditions continued on Page 4)**

**Further Information:**

1. **Congressional Authorities:** You have been authorized to undertake the activity described above pursuant to:

( ) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1414).

2. **Limits of this authorization.**

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. **Limits of Federal Liability.** In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

- c. Damage claims associated with any future modification, suspension, or revocation of this permit.
4. **Reliance on Applicant's Data:** The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
5. **Reevaluation of Permit Decision.** This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
- a. You fail to comply with the terms and conditions of this permit.
  - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
  - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. **Extensions.** General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

\_\_\_\_\_  
 (PERMITTEE) \_\_\_\_\_  
(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

*Feir*  \_\_\_\_\_ 11/5/09  
\_\_\_\_\_  
(DATE)  
 (DISTRICT ENGINEER)

**Philip T. Feir**  
**Colonel, Corps of Engineers**

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

\_\_\_\_\_  
 (TRANSFEREE) \_\_\_\_\_  
(DATE)

(Special Conditions continued from Page 2)

If the permit is issued after the construction specifications but before receipt of bids or quotes, the entire permit shall be included as an addendum to the specifications. If the permit is issued after receipt of bids or quotes, the entire permit shall be included in the contract or sub-contract as a change order. The term "entire permit" includes permit amendments. Although the permittee may assign various aspects of the work to different contractors or sub-contractors, all contractors and sub-contractors shall be obligated by contract to comply with all environmental protection provisions of the entire permit, and no contract or sub-contract shall require or allow unauthorized work in areas of Corps jurisdiction.

2. The permittee shall complete and return the enclosed Compliance Certification Form within one month following the completion of the authorized work.

3. Mitigation shall be implemented as described in "Army Corps of Engineers Mitigation Plan, Rentschler Field, East Hartford, Connecticut", prepared by Fuss & O'Neill consultants, and dated June 17, 2009.

4. Work within the 129.2-acre Conservation Easement area executed as a Special Condition of permit NAE-2006-3244 (the "Cabela's permit) is allowed only to the extent to accomplish the mitigation work described in "Army Corps of Engineers Mitigation Plan, Rentschler Field, East Hartford, Connecticut", prepared by Fuss & O'Neill consultants, and dated June 17, 2009.

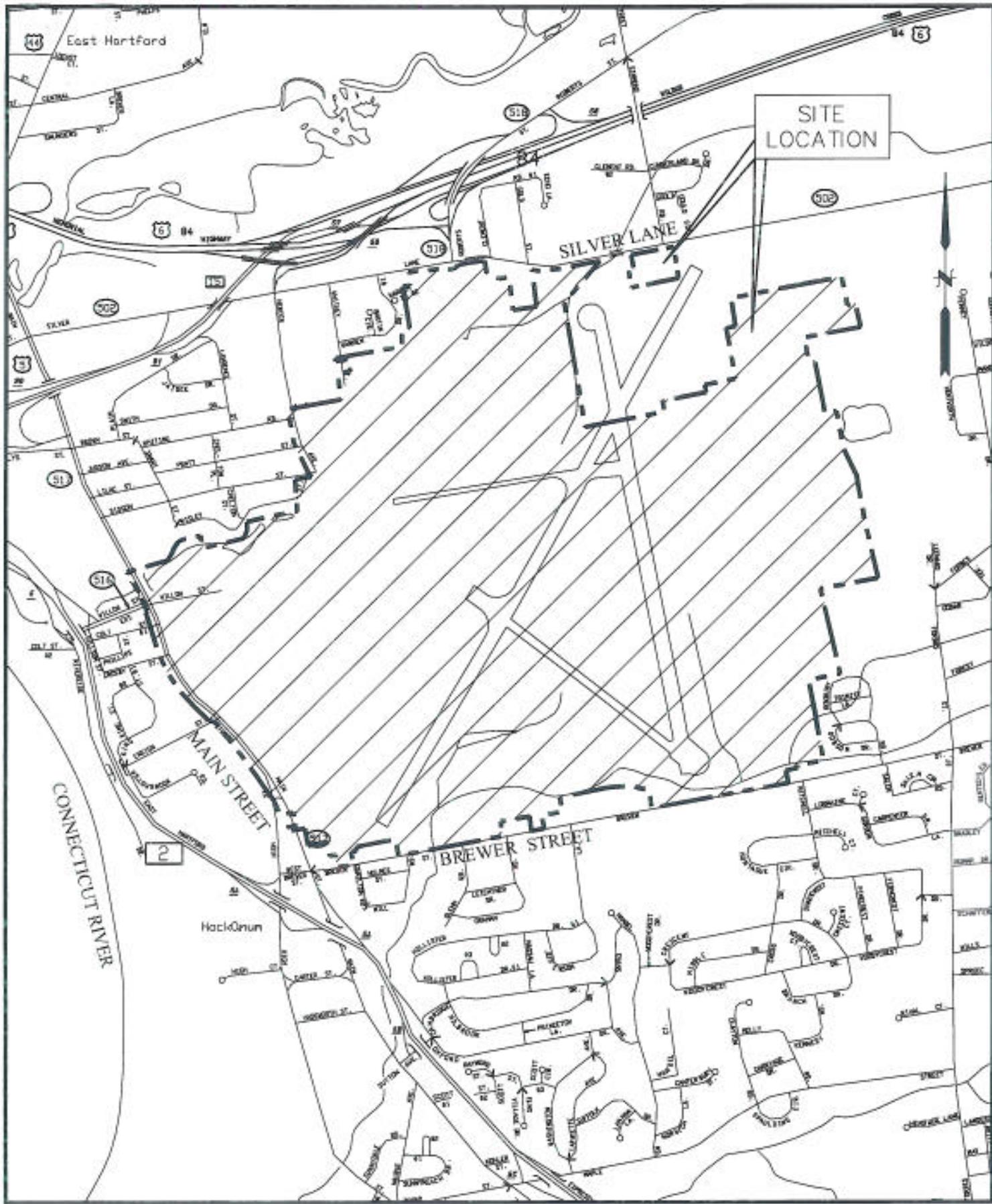
File Path: J:\DWG\20060614\88 Public Notice - 200617010006148\BLOC001.dwg, Layout 1 of 13, Tue, Jun 10, 2009, 5:56 PM, User: jmw

C7B

UBW

MS VIEW

UCS 0



SCALE:	HORIZ. NTS
	VERT.
DATUM:	HORIZ.
	VERT.
GRAPHIC SCALE	

WWW.FOXD.COM



**FUSS & O'NEILL**  
Discipline to Deliver

146 HARTFORD RD    MANCHESTER, CT 06040    860.646.2489

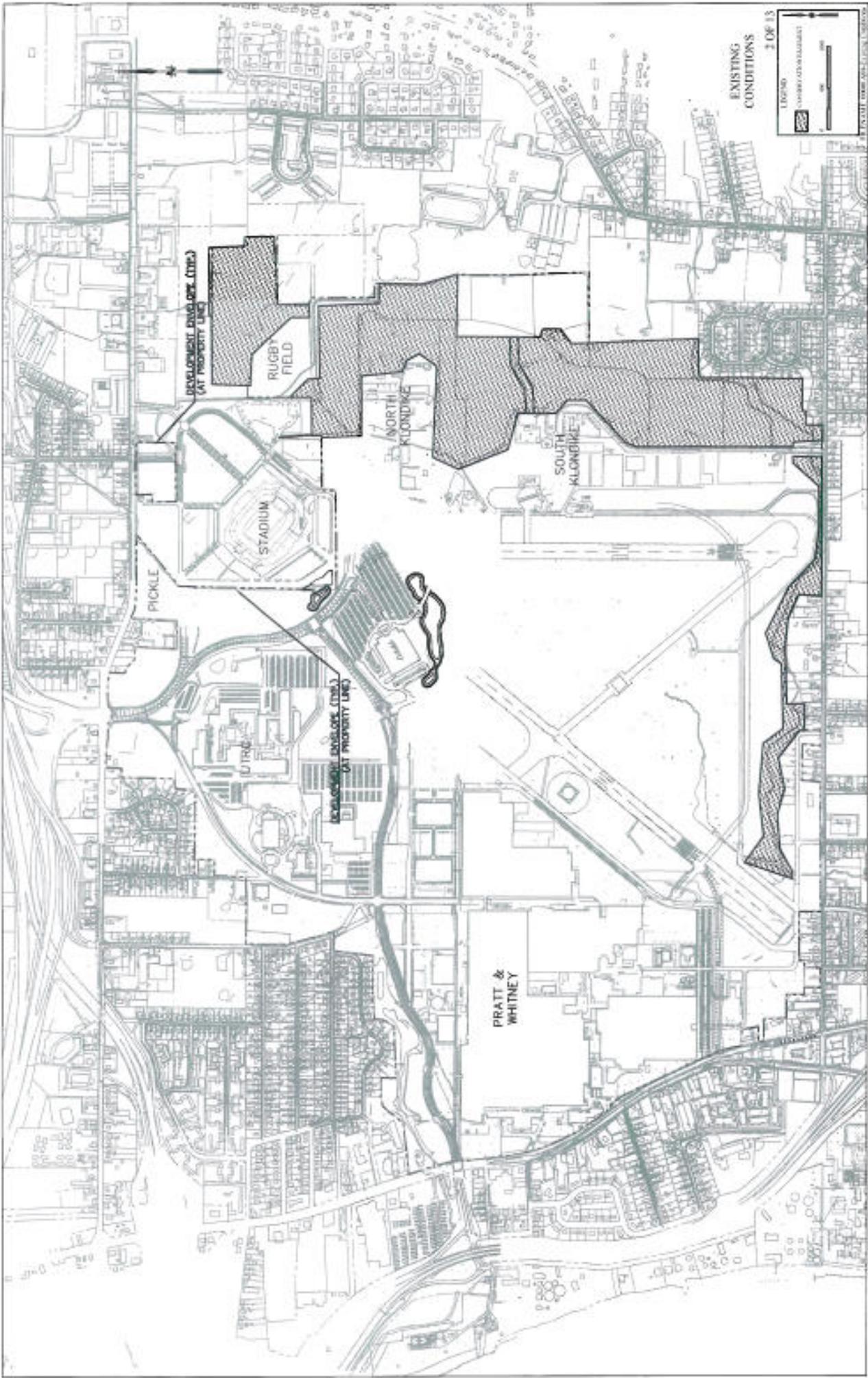
THE MATOS GROUP

**SITE LOCATION MAP**

EAST HARTFORD    CONNECTICUT

PROJ. No.: 2006.061.A09  
DATE: JULY 2009

**1 OF 13**



DEVELOPMENT SITES (THIS)  
AT PROPERTY LINE

RUGBY  
FIELD

STADIUM

PICKLE

DEVELOPMENT SITES (THIS)  
AT PROPERTY LINE

NORTH  
KLONDIKE

SOUTH  
KLONDIKE

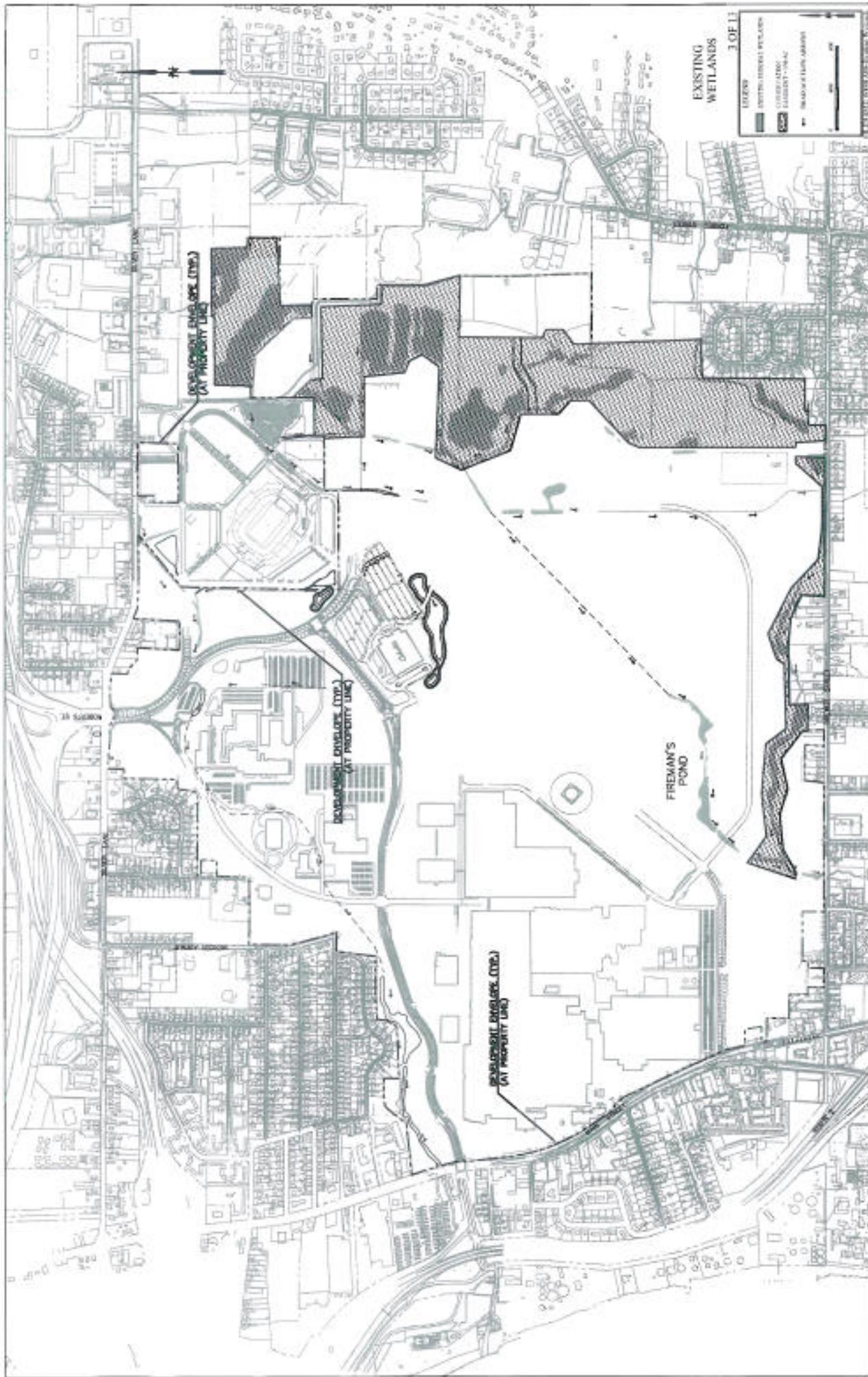
PRATT &  
WHITNEY

EXISTING  
CONDITIONS

2 OF 13

LEGEND  
EXISTING CONDITIONS  
DEVELOPMENT SITES (THIS)  
AT PROPERTY LINE





EXISTING  
WETLANDS

LEGEND

3 OF 11

- INTERRUPTED WETLANDS
- CONTIGUOUS WETLANDS
- DEVELOPMENT ENVELOPE
- EASEMENT - 10' W/
- WETLAND BUFFER ZONE

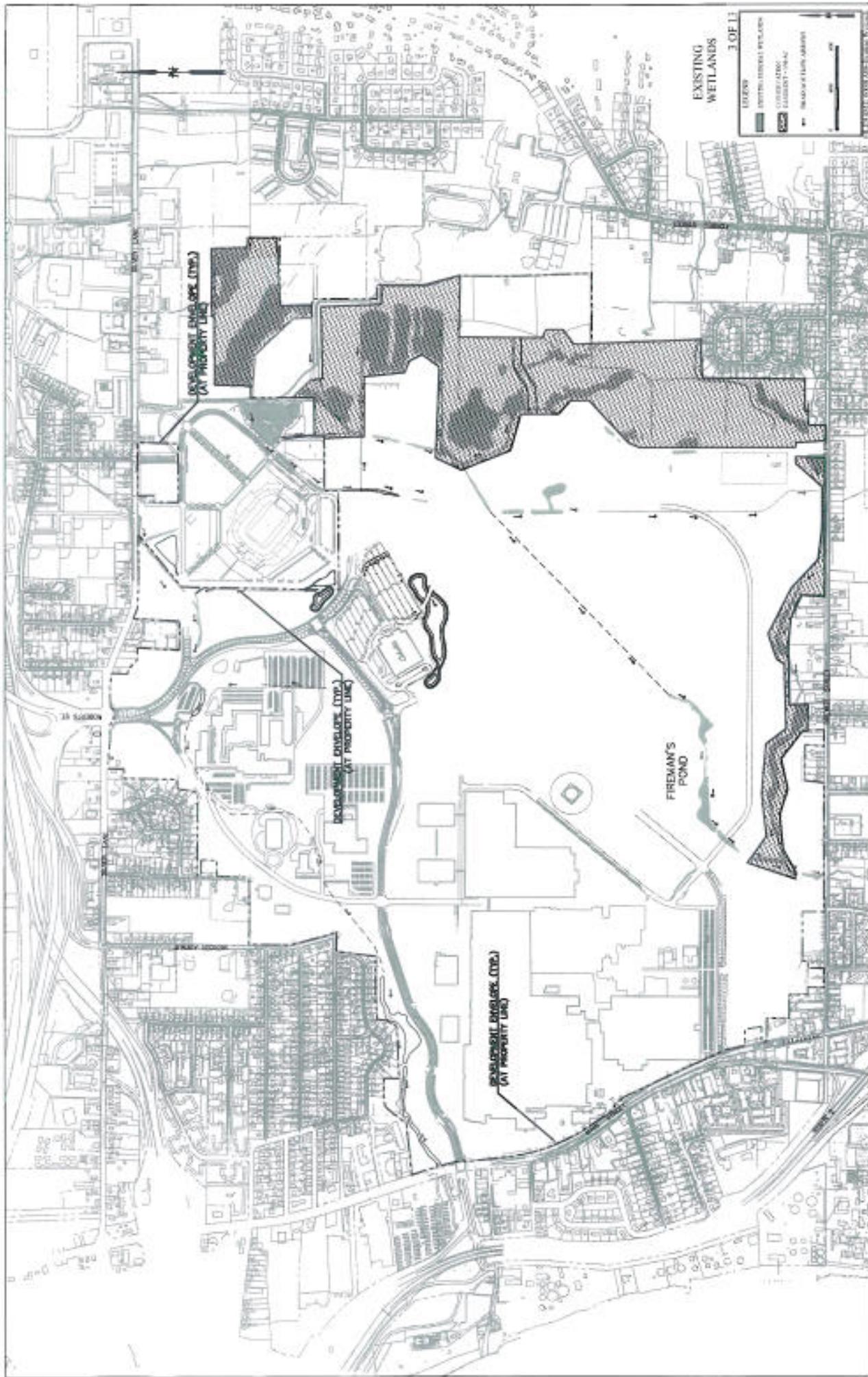
0 100 200

DEVELOPMENT ENVELOPE (DEV.)  
(AT PROPERTY LINE)

DEVELOPMENT ENVELOPE (DEV.)  
(AT PROPERTY LINE)

DEVELOPMENT ENVELOPE (DEV.)  
(AT PROPERTY LINE)

FIREMAN'S  
POND



EXISTING  
WETLANDS

LEGEND

3 OF 11

- INTERRUPTED WETLANDS
- CONTIGUOUS WETLANDS
- DEVELOPMENT ENVELOPE
- EASEMENT - 10' W/
- WETLAND BUFFER ZONE

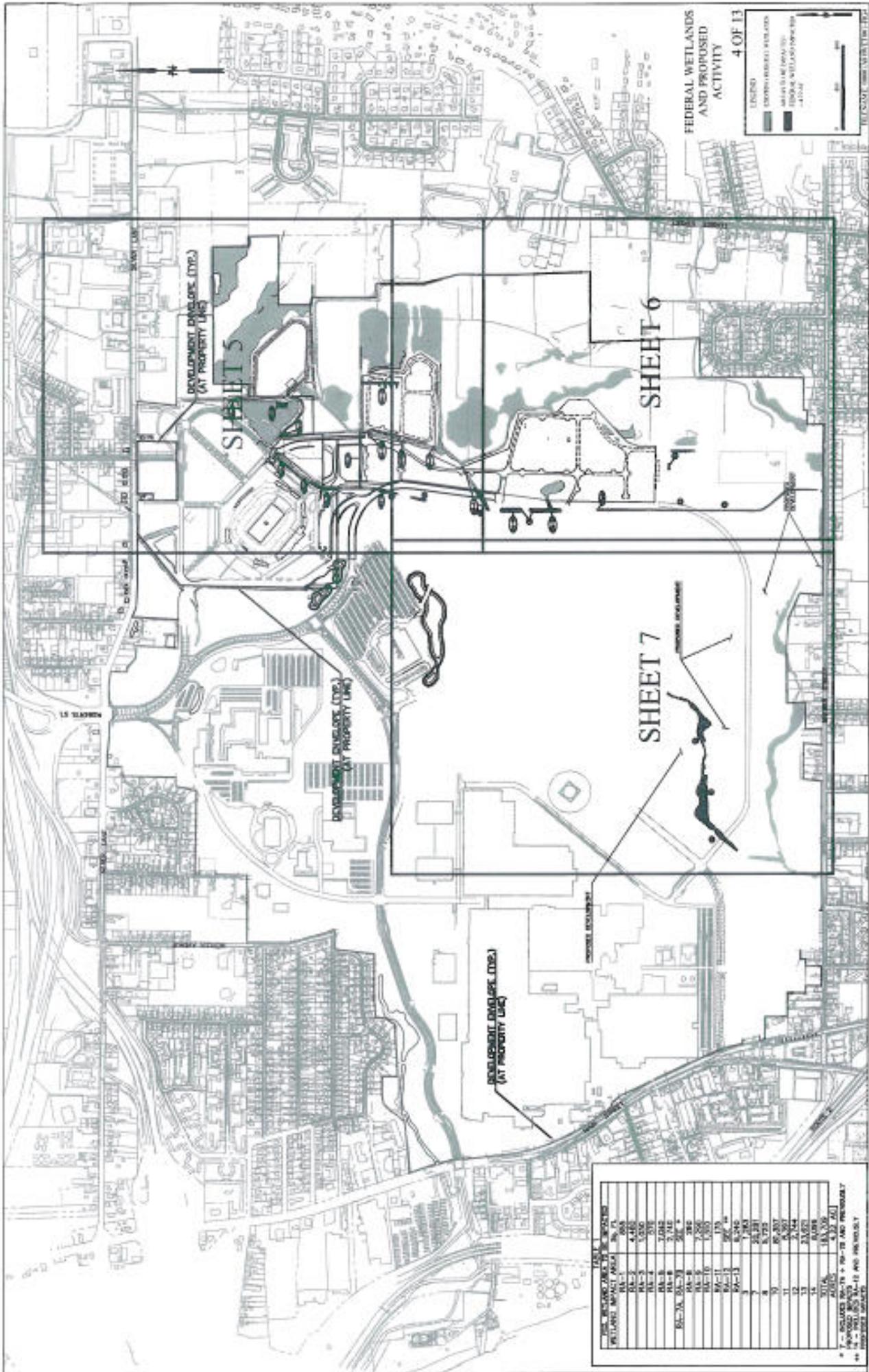
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DEVELOPMENT ENVELOPE (DEV.)  
(AT PROPERTY LINE)

DEVELOPMENT ENVELOPE (DEV.)  
(AT PROPERTY LINE)

DEVELOPMENT ENVELOPE (DEV.)  
(AT PROPERTY LINE)

FIREMAN'S  
POND



FEDERAL WETLANDS  
AND PROPOSED  
ACTIVITY  
4 OF 13

LEGEND

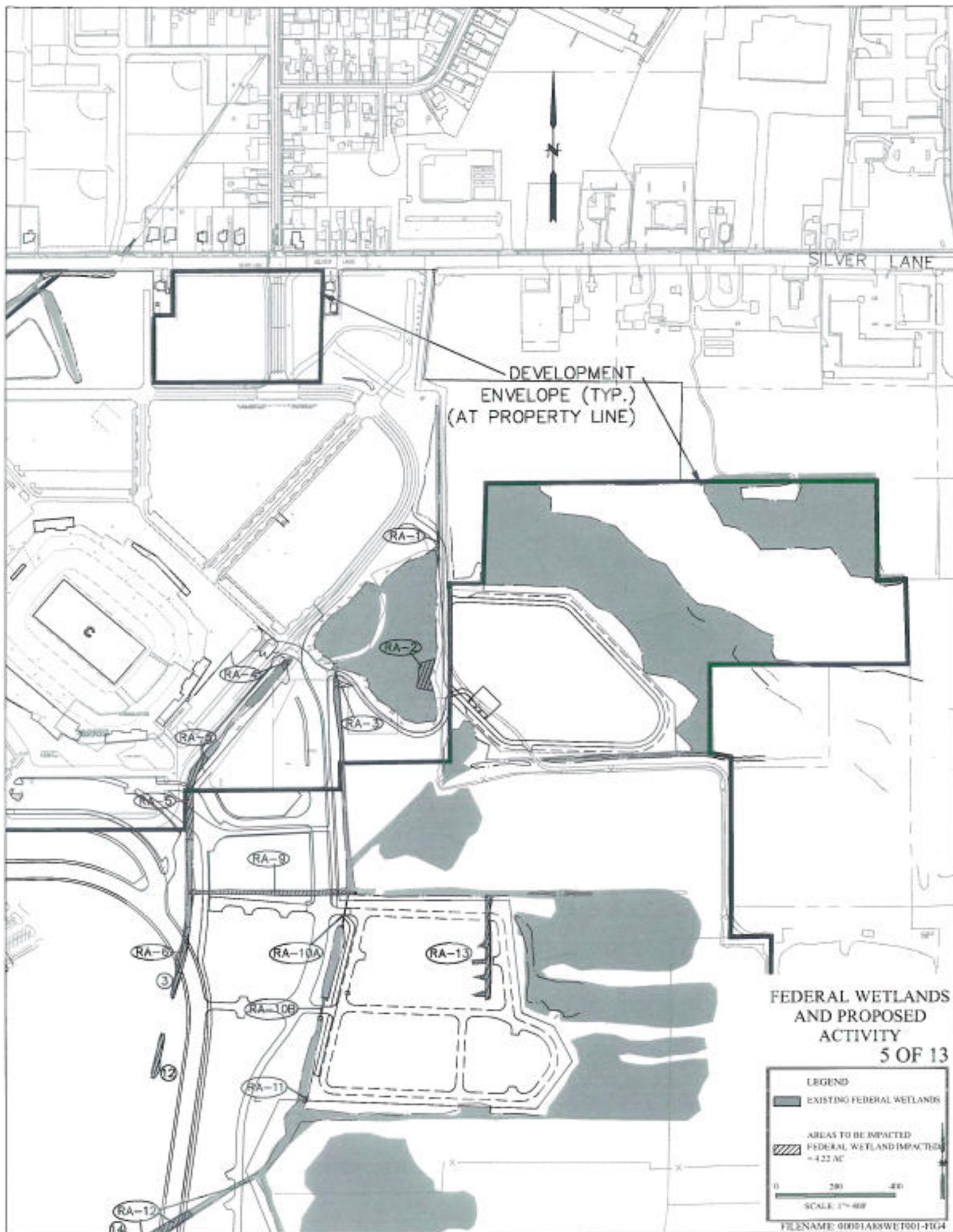
- EXISTING FEDERAL WETLANDS
- WETLAND BUFFER ZONE
- FEDERAL WETLANDS PROPOSED ACTIVITY

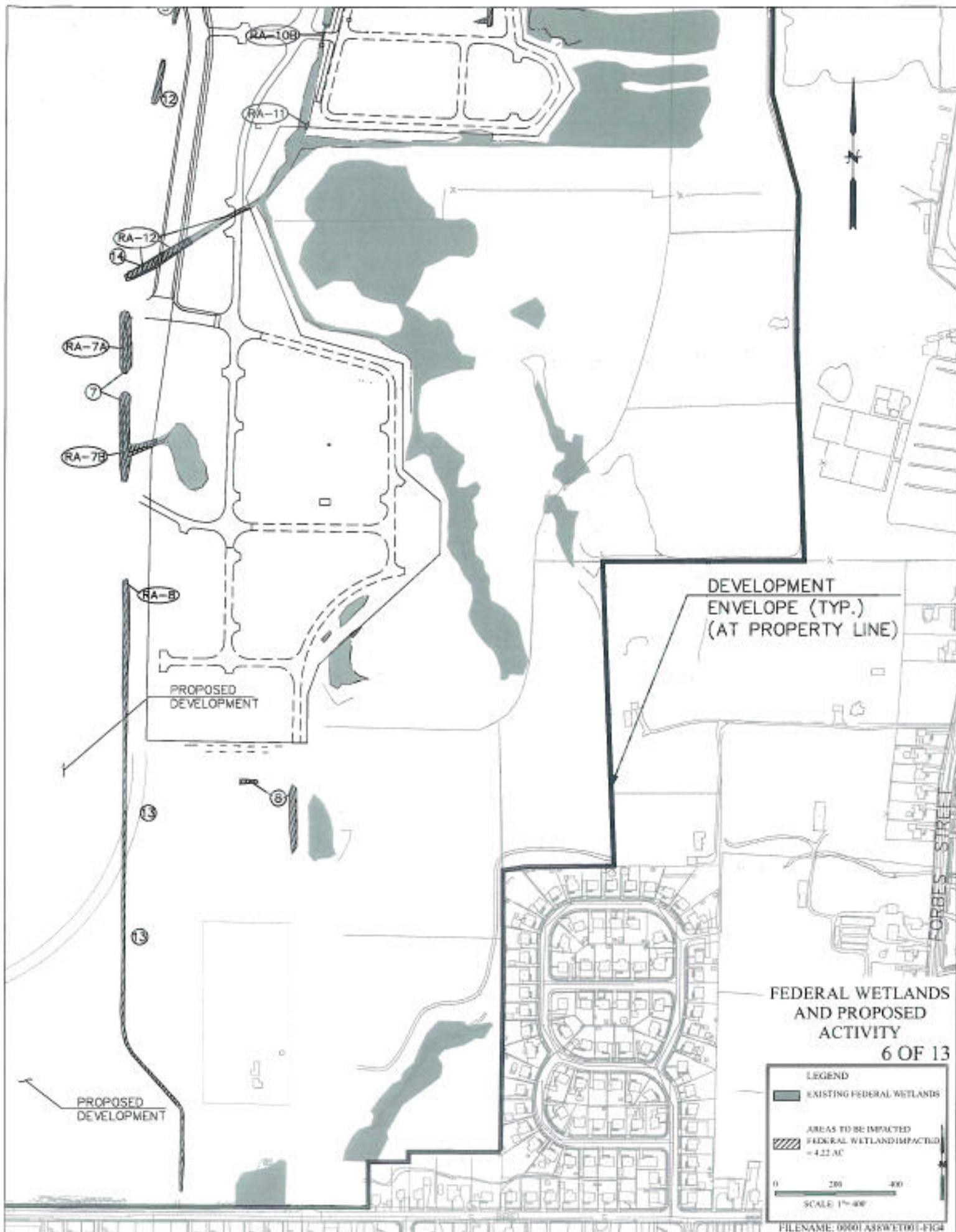
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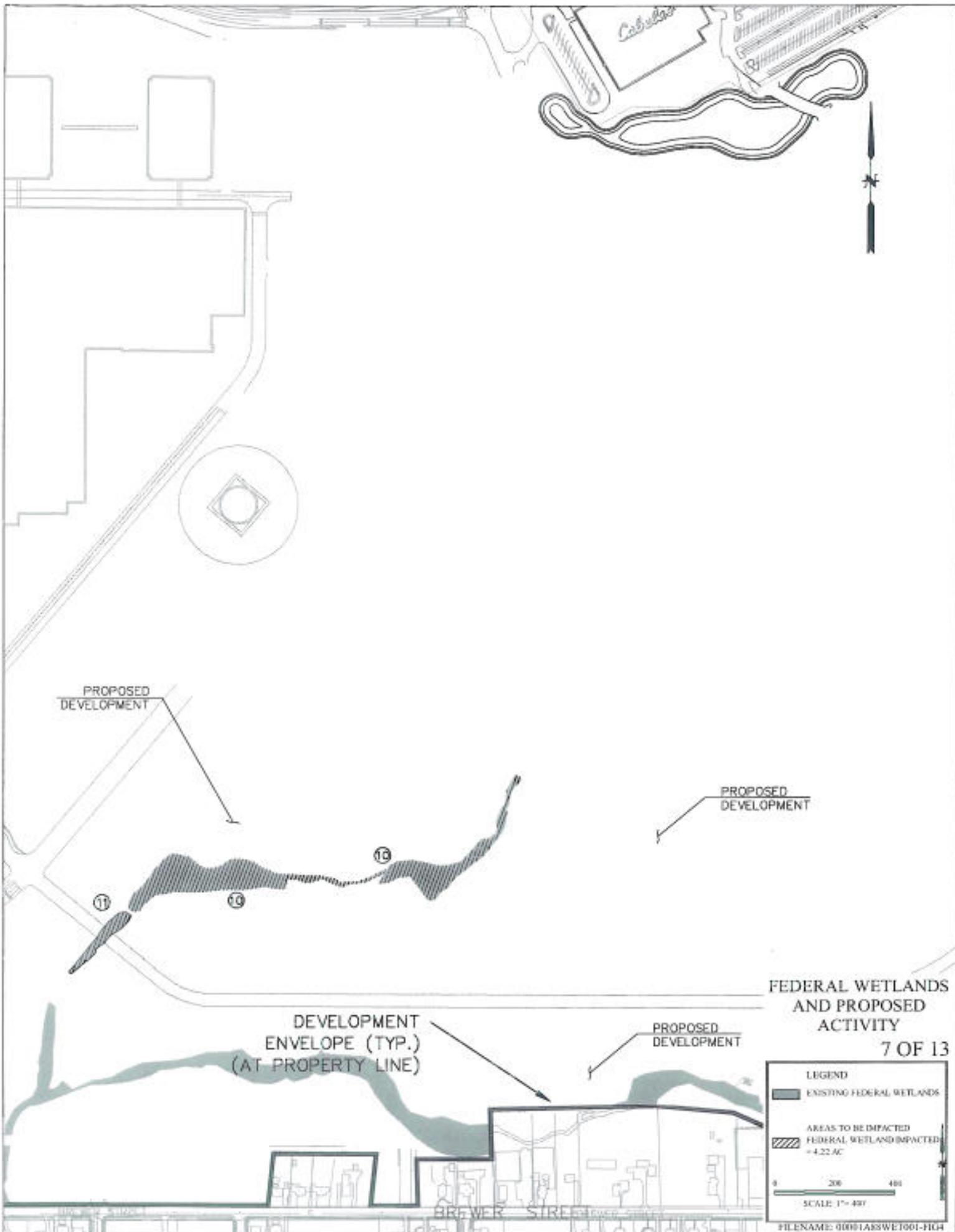
TABLE 1  
FEDERAL WETLANDS AND BUFFER ZONE

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W1-2	4.000
W1-3	4.000
W1-4	4.000
W1-5	4.000
W1-6	4.000
W1-7	4.000
W1-8	4.000
W1-9	4.000
W1-10	4.000
W1-11	4.000
W1-12	4.000
W1-13	4.000
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W1-193	4.000
W1-194	4.000
W1-195	4.000
W1-196	4.000
W1-197	4.000
W1-198	4.000
W1-199	4.000
W1-200	4.000

\* - INCLUDES WETLANDS AND BUFFER ZONE  
 \*\* - INCLUDES WETLANDS AND BUFFER ZONE  
 \*\*\* - INCLUDES WETLANDS AND BUFFER ZONE







PROPOSED DEVELOPMENT

PROPOSED DEVELOPMENT

DEVELOPMENT ENVELOPE (TYP.) (AT PROPERTY LINE)

PROPOSED DEVELOPMENT

FEDERAL WETLANDS AND PROPOSED ACTIVITY

7 OF 13

**LEGEND**

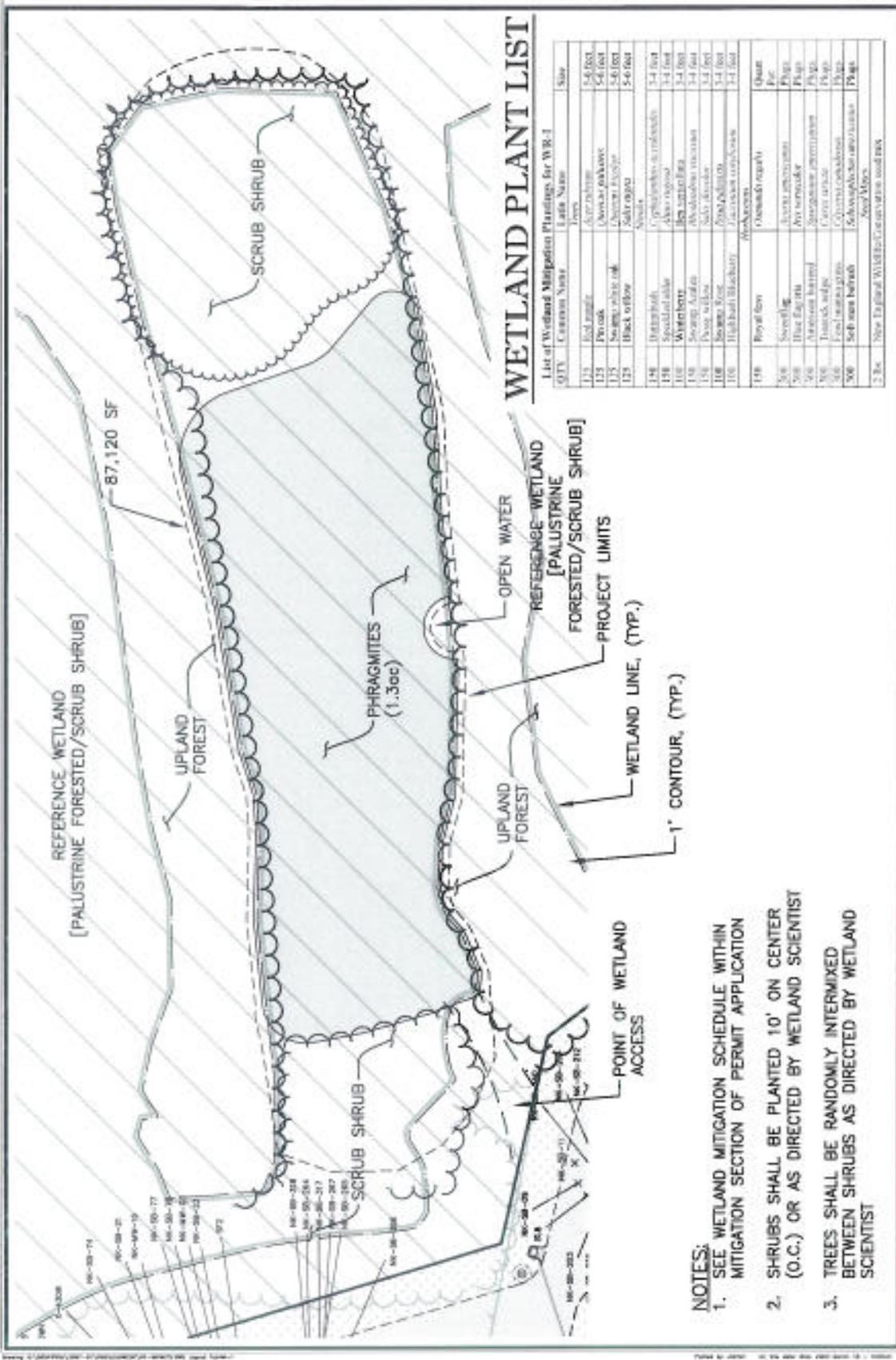
- EXISTING FEDERAL WETLANDS
- AREAS TO BE IMPACTED  
FEDERAL WETLAND IMPACTED = 4.22 AC

0 200 400  
SCALE: 1" = 400'

FILENAME: 0001ABSWET001-H04







### WETLAND PLANT LIST

List of Wetland Mitigation Plantings for WR-1

QTY	Common Name	Latin Name	Size
113	Red maple	<i>Acer rubrum</i>	3-4 feet
114	White oak	<i>Quercus alba</i>	3-4 feet
115	Smooth white oak	<i>Quercus laevis</i>	3-4 feet
116	Black willow	<i>Salix nigra</i>	3-4 feet
117	Shrub		3-4 feet
118	Blackberry	<i>Rubus occidentalis</i>	3-4 feet
119	Spotted oak	<i>Alexandria</i>	3-4 feet
120	White pine	<i>Pinus strobus</i>	3-4 feet
121	Swamp white oak	<i>Quercus bicolor</i>	3-4 feet
122	White oak	<i>Quercus alba</i>	3-4 feet
123	Black willow	<i>Salix nigra</i>	3-4 feet
124	Shrub		3-4 feet
125	Blackberry	<i>Rubus occidentalis</i>	3-4 feet
126	Shrub		3-4 feet
127	Royal fern	<i>Osmunda regalis</i>	Quart
128	Swordfern	<i>Adiantum petiolatum</i>	Flat
129	Blue flag iris	<i>Iris versicolor</i>	Plant
130	Arrowweed	<i>Sagittaria arifolia</i>	Plant
131	Water hyacinth	<i>Eichhornia crassipes</i>	Plant
132	Water lily	<i>Nymphaea odorata</i>	Plant
133	Water hyacinth	<i>Eichhornia crassipes</i>	Plant
134	Water lily	<i>Nymphaea odorata</i>	Plant
135	Water hyacinth	<i>Eichhornia crassipes</i>	Plant
136	Water lily	<i>Nymphaea odorata</i>	Plant
137	Water hyacinth	<i>Eichhornia crassipes</i>	Plant
138	Water lily	<i>Nymphaea odorata</i>	Plant

- NOTES:**
- SEE WETLAND MITIGATION SCHEDULE WITHIN MITIGATION SECTION OF PERMIT APPLICATION
  - SHRUBS SHALL BE PLANTED 10' ON CENTER (O.C.) OR AS DIRECTED BY WETLAND SCIENTIST
  - TREES SHALL BE RANDOMLY INTERMIXED BETWEEN SHRUBS AS DIRECTED BY WETLAND SCIENTIST

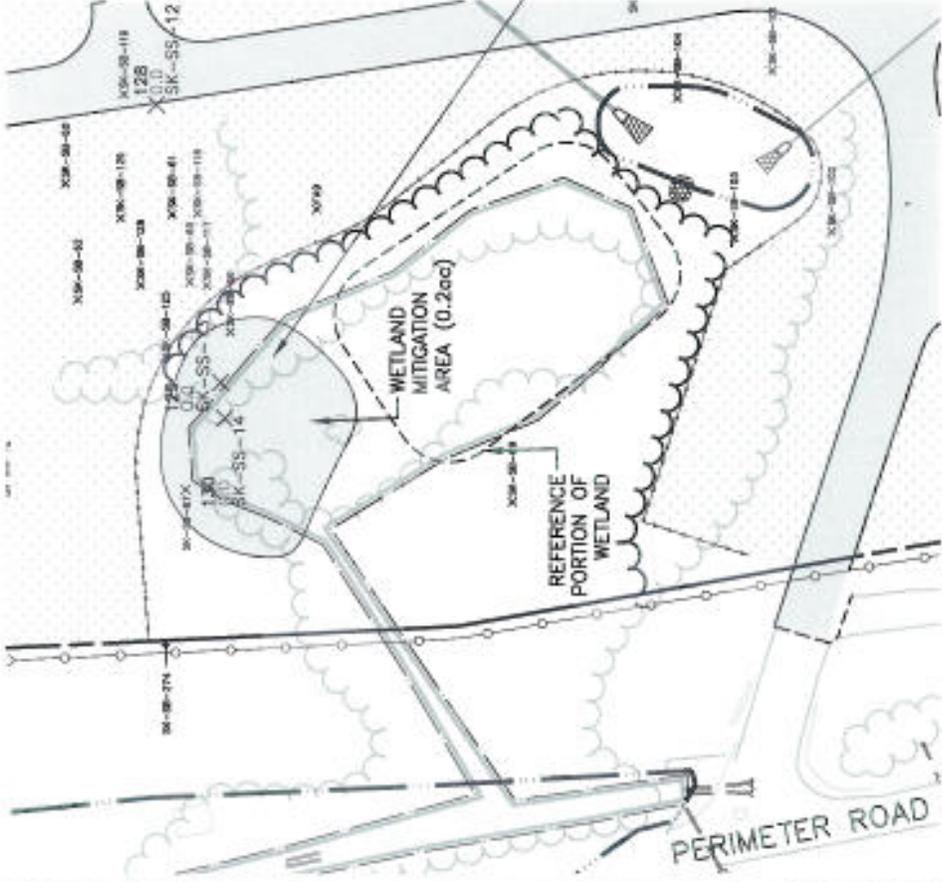


# WETLAND PLANT LIST

QTY	Common Name	Latin Name	Size
5	Red maple	<i>Acer rubrum</i>	5-6 feet
5	Pin oak	<i>Quercus palustris</i>	5-6 feet
5	Swamp white oak	<i>Quercus bicolor</i>	5-6 feet
5	Hick white	<i>Sassafras</i>	5-8 feet
20	Waterhyacinth	<i>Hydrocotyle verticillata</i>	3-4 feet
20	Spotted water	<i>Alisma spicatum</i>	2-4 feet
20	Smartweed	<i>Amaranthus retrofractus</i>	3-4 feet
10	Proso millet	<i>Panicum polyanthemum</i>	3-4 feet
10	Highland Bluet	<i>Lythrum hyssopus</i>	3-4 feet
150	Blue flag iris	<i>Iris versicolor</i>	Plugs
150	American lotus	<i>Nelumbo lutea</i>	Plugs
150	Field marsh grass	<i>Utricularia vulgaris</i>	Plugs
150	Soft stem bulrush	<i>Sagittaria arifolia</i>	Plugs
1	1 Bag	New England Wildlife Conservation Seed Mix	
1	1 Bag	New England Erosion Control for road sites	

## CONSTRUCTION NOTES:

1. DEMOLISH AND REMOVE ALL STRUCTURES (E.G. CONCRETE RETAINING WALLS, PIERS, FOUNDATIONS, AND METAL STRUCTURES)
2. GRADE 2:1 SLOPE AT NORTH EDGE OF WETLAND
3. STABILIZE SLOPE WITH NEW ENGLAND WILDLIFE/CONSERVATION SEED MIX
4. PLANTING SHALL BE COMPLETED WHEN WETLAND IS DRY (LATE SEPT. - EARLY OCT.)
5. SHRUBS SHALL BE PLANTED 10' ON CENTER (O.C.) OR AS DIRECTED BY WETLAND SCIENTIST
6. TREES SHALL BE RANDOMLY INTERMIXED BETWEEN SHRUBS AS DIRECTED BY WETLAND SCIENTIST



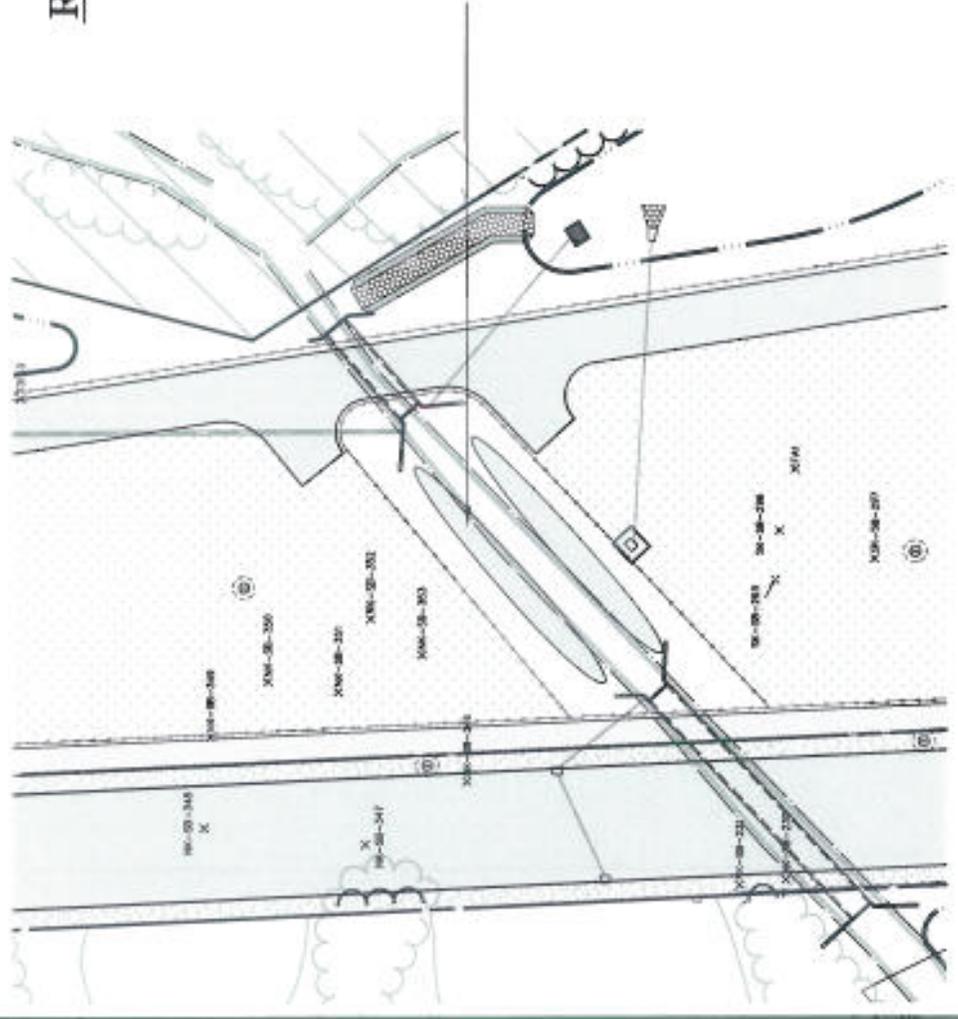


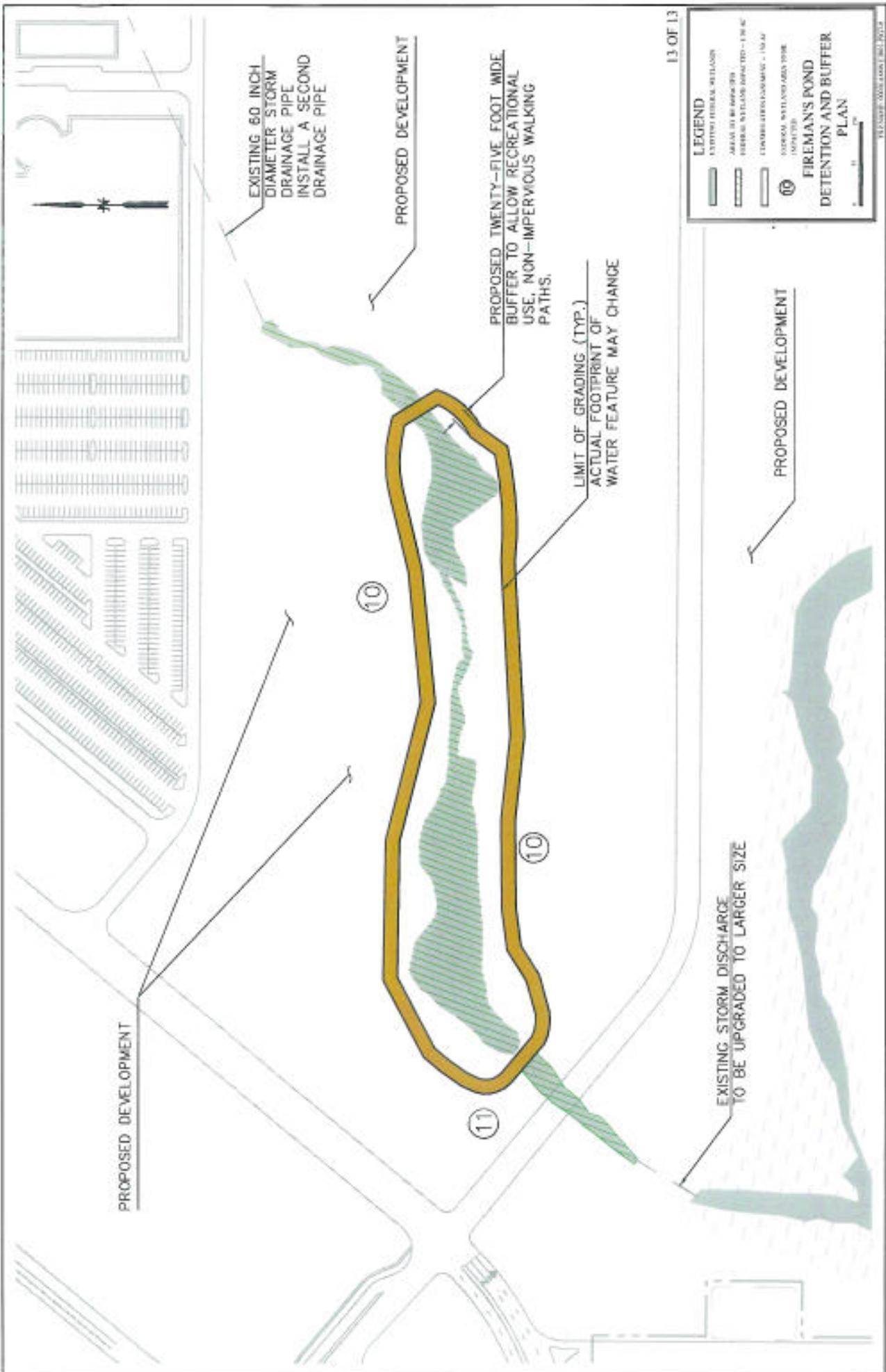
# RIPARIAN ZONE PLANT LIST

QTY	Common Name	Latin Name	Size
10	Red maple	<i>Acer rubrum</i>	5-4 foot
15	Sycamore	<i>Platanus occidentalis</i>	5-4 foot
15	Silver maple	<i>Acer saccharinum</i>	5-4 foot
10	Black willow	<i>Salix nigra</i>	5-4 foot
		<i>Shrubs</i>	
100	Soft reed	<i>Calamus acuminatus</i>	2-4 foot
100	Clay reed	<i>Calamus nemoralis</i>	2-4 foot
100	Horsetail	<i>Equisetum arvense</i>	2-4 foot
100	Reedgrass	<i>Phragmites communis</i>	2-4 foot
		<i>Grass/Herbs</i>	
10 lbs.	New England Wildflower Society Seed Mix		

**NOTES:**

1. ALL INVASIVE SPECIES SHALL BE REMOVED USING MECHANIZED EQUIPMENT AS DIRECTED BY THE SUPERVISING WETLAND SCIENTIST.
2. PLANT CLEARED BANKS WITH NATIVE VEGETATION AS SPECIFIED IN THE PLANT LIST ABOVE.





PROPOSED DEVELOPMENT

EXISTING 60 INCH  
DIAMETER STORM  
DRAINAGE PIPE  
INSTALL A SECOND  
DRAINAGE PIPE

PROPOSED DEVELOPMENT

PROPOSED TWENTY-FIVE FOOT WIDE  
BUFFER TO ALLOW RECREATIONAL  
USE, NON-IMPERVIOUS WALKING  
PATHS.

LIMIT OF GRADING (TYP.)  
ACTUAL FOOTPRINT OF  
WATER FEATURE MAY CHANGE

EXISTING STORM DISCHARGE  
TO BE UPGRADED TO LARGER SIZE

PROPOSED DEVELOPMENT

**LEGEND**

- EXISTING FIREMAN'S POND
- AREA TO BE REMOVED
- FIREMAN'S POND DETENTION - 1.0 MGD
- EXISTING STORM DISCHARGE - 10.0 MGD
- EXISTING WATERWAY/ADJACENT WATERWAY

**FIREMAN'S POND  
DETENTION AND BUFFER  
PLAN**

1" = 20'

13 OF 13

**ARMY CORPS OF ENGINEERS**  
**MITIGATION PLAN**

**RENTSCHLER FIELD**  
East Hartford, Connecticut

June 17, 2009



**FUSS & O'NEILL**  
*Disciplines to Deliver*

Fuss & O'Neill  
146 Hartford Road  
Manchester, CT 06040

APPROVED JURISDICTIONAL DETERMINATION FORM  
U.S. Army Corps of Engineers

This form should be completed by following the instructions provided in Section IV of the JD Form Instructional Guidebook.

**SECTION I: BACKGROUND INFORMATION**

**A. REPORT COMPLETION DATE FOR APPROVED JURISDICTIONAL DETERMINATION (JD):** [redacted]

**B. DISTRICT OFFICE, FILE NAME, AND NUMBER:** New England District, Rentschler Field Phase II/Matos Group, LLC, NAE-2007-2818

**C. PROJECT LOCATION AND BACKGROUND INFORMATION:**

State: Connecticut County/parish/borough: Hartford City: East Hartford  
Center coordinates of site (lat/long in degree decimal format): Lat. 41.7526° N, Long. 72.6207° W.  
Universal Transverse Mercator: [redacted]

Name of nearest waterbody: Pewterpot Brook

Name of nearest Traditional Navigable Water (TNW) into which the aquatic resource flows: Connecticut River

Name of watershed or Hydrologic Unit Code (HUC): 01080205

Check if map/diagram of review area and/or potential jurisdictional areas is/are available upon request.

Check if other sites (e.g., offsite mitigation sites, disposal sites, etc...) are associated with this action and are recorded on a different JD form.

**D. REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT APPLY):**

Office (Desk) Determination. Date: August 31, 2009

Field Determination. Date(s): [redacted]

**SECTION II: SUMMARY OF FINDINGS**

**A. RHA SECTION 10 DETERMINATION OF JURISDICTION.**

There **are no** "navigable waters of the U.S." within Rivers and Harbors Act (RHA) jurisdiction (as defined by 33 CFR part 329) in the review area. [Required]

Waters subject to the ebb and flow of the tide.

Waters are presently used, or have been used in the past, or may be susceptible for use to transport interstate or foreign commerce.

Explain: [redacted]

**B. CWA SECTION 404 DETERMINATION OF JURISDICTION.**

There **are** "waters of the U.S." within Clean Water Act (CWA) jurisdiction (as defined by 33 CFR part 328) in the review area. [Required]

**1. Waters of the U.S.**

**a. Indicate presence of waters of U.S. in review area (check all that apply):<sup>1</sup>**

- TNWs, including territorial seas
- Wetlands adjacent to TNWs
- Relatively permanent waters<sup>2</sup> (RPWs) that flow directly or indirectly into TNWs
- Non-RPWs that flow directly or indirectly into TNWs
- Wetlands directly abutting RPWs that flow directly or indirectly into TNWs
- Wetlands adjacent to but not directly abutting RPWs that flow directly or indirectly into TNWs
- Wetlands adjacent to non-RPWs that flow directly or indirectly into TNWs
- Impoundments of jurisdictional waters
- Isolated (interstate or intrastate) waters, including isolated wetlands

**b. Identify (estimate) size of waters of the U.S. in the review area:**

Non-wetland waters: [redacted] linear feet; [redacted] width (ft) and/or [redacted] acres.

Wetlands: 35 acres.

**c. Limits (boundaries) of jurisdiction based on: 1987 Delineation Manual**

Elevation of established OHWM (if known): [redacted]

**2. Non-regulated waters/wetlands (check if applicable):<sup>3</sup>**

Potentially jurisdictional waters and/or wetlands were assessed within the review area and determined to be not jurisdictional.

Explain: [redacted]

EMR  
PDT

<sup>1</sup> Boxes checked below shall be supported by completing the appropriate sections in Section III below.

<sup>2</sup> For purposes of this form, an RPW is defined as a tributary that is not a TNW and that typically flows year-round or has continuous flow at least "seasonally" (e.g., typically 3 months).

<sup>3</sup> Supporting documentation is presented in Section III.F.

## SECTION III: CWA ANALYSIS

### A. TNWs AND WETLANDS ADJACENT TO TNWs

The agencies will assert jurisdiction over TNWs and wetlands adjacent to TNWs. If the aquatic resource is a TNW, complete Section III.A.1 and Section III.D.1. only; if the aquatic resource is a wetland adjacent to a TNW, complete Sections III.A.1 and 2 and Section III.D.1.; otherwise, see Section III.B below.

#### 1. TNW

Identify TNW: [redacted].

Summarize rationale supporting determination: [redacted].

#### 2. Wetland adjacent to TNW

Summarize rationale supporting conclusion that wetland is "adjacent": [redacted].

### B. CHARACTERISTICS OF TRIBUTARY (THAT IS NOT A TNW) AND ITS ADJACENT WETLANDS (IF ANY):

This section summarizes information regarding characteristics of the tributary and its adjacent wetlands, if any, and it helps determine whether or not the standards for jurisdiction established under *Rapanos* have been met.

The agencies will assert jurisdiction over non-navigable tributaries of TNWs where the tributaries are "relatively permanent waters" (RPWs), i.e. tributaries that typically flow year-round or have continuous flow at least seasonally (e.g., typically 3 months). A wetland that directly abuts an RPW is also jurisdictional. If the aquatic resource is not a TNW, but has year-round (perennial) flow, skip to Section III.D.2. If the aquatic resource is a wetland directly abutting a tributary with perennial flow, skip to Section III.D.4.

A wetland that is adjacent to but that does not directly abut an RPW requires a significant nexus evaluation. Corps districts and EPA regions will include in the record any available information that documents the existence of a significant nexus between a relatively permanent tributary that is not perennial (and its adjacent wetlands if any) and a traditional navigable water, even though a significant nexus finding is not required as a matter of law.

If the waterbody<sup>4</sup> is not an RPW, or a wetland directly abutting an RPW, a JD will require additional data to determine if the waterbody has a significant nexus with a TNW. If the tributary has adjacent wetlands, the significant nexus evaluation must consider the tributary in combination with all of its adjacent wetlands. This significant nexus evaluation that combines, for analytical purposes, the tributary and all of its adjacent wetlands is used whether the review area identified in the JD request is the tributary, or its adjacent wetlands, or both. If the JD covers a tributary with adjacent wetlands, complete Section III.B.1 for the tributary, Section III.B.2 for any onsite wetlands, and Section III.B.3 for all wetlands adjacent to that tributary, both onsite and offsite. The determination whether a significant nexus exists is determined in Section III.C below.

#### 1. Characteristics of non-TNWs that flow directly or indirectly into TNW

##### (i) General Area Conditions:

Watershed size: [redacted] square miles

Drainage area: [redacted] Pick List

Average annual rainfall: [redacted] inches

Average annual snowfall: [redacted] inches

##### (ii) Physical Characteristics:

###### (a) Relationship with TNW:

Tributary flows directly into TNW.

Tributary flows through Pick List tributaries before entering TNW.

Project waters are [redacted] Pick List river miles from TNW.

Project waters are [redacted] Pick List river miles from RPW.

Project waters are [redacted] Pick List aerial (straight) miles from TNW.

Project waters are [redacted] Pick List aerial (straight) miles from RPW.

Project waters cross or serve as state boundaries. Explain: [redacted].

Identify flow route to TNW<sup>5</sup>: [redacted].

Tributary stream order, if known: [redacted].

<sup>4</sup> Note that the Instructional Guidebook contains additional information regarding swales, ditches, washes, and erosional features generally and in the arid West.

<sup>5</sup> Flow route can be described by identifying, e.g., tributary a, which flows through the review area, to flow into tributary b, which then flows into TNW.

(b) **General Tributary Characteristics (check all that apply):**

- Tributary is:**  Natural  
 Artificial (man-made). Explain: [redacted]  
 Manipulated (man-altered). Explain: [redacted]

**Tributary properties with respect to top of bank (estimate):**

- Average width: [redacted] feet  
Average depth: [redacted] feet  
Average side slopes: **Pick List**

**Primary tributary substrate composition (check all that apply):**

- |   |   |                                   |
|---|---|-----------------------------------|
| <input type="checkbox"/> Silts                      | <input type="checkbox"/> Sands                                | <input type="checkbox"/> Concrete |
| <input type="checkbox"/> Cobbles                    | <input type="checkbox"/> Gravel                               | <input type="checkbox"/> Muck     |
| <input type="checkbox"/> Bedrock                    | <input type="checkbox"/> Vegetation. Type/% cover: [redacted] |                                   |
| <input type="checkbox"/> Other. Explain: [redacted] |   |                                   |

Tributary condition/stability [e.g., highly eroding, sloughing banks]. Explain: [redacted]

Presence of run/riffle/pool complexes. Explain: [redacted]

Tributary geometry: **Pick List**

Tributary gradient (approximate average slope): [redacted] %

(c) **Flow:**

Tributary provides for: **Pick List**

Estimate average number of flow events in review area/year: **Pick List**

Describe flow regime: [redacted]

Other information on duration and volume: [redacted]

Surface flow is: **Pick List**. Characteristics: [redacted]

Subsurface flow: **Pick List**. Explain findings: [redacted]

- Dye (or other) test performed: [redacted]

Tributary has (check all that apply):

- |   |   |
|---|---|
| <input type="checkbox"/> Bed and banks  |   |
| <input type="checkbox"/> OHWM <sup>6</sup> (check all indicators that apply): |   |
| <input type="checkbox"/> clear, natural line impressed on the bank            | <input type="checkbox"/> the presence of litter and debris          |
| <input type="checkbox"/> changes in the character of soil                     | <input type="checkbox"/> destruction of terrestrial vegetation      |
| <input type="checkbox"/> shelving   | <input type="checkbox"/> the presence of wrack line                 |
| <input type="checkbox"/> vegetation matted down, bent, or absent              | <input type="checkbox"/> sediment sorting                           |
| <input type="checkbox"/> leaf litter disturbed or washed away                 | <input type="checkbox"/> scour                                      |
| <input type="checkbox"/> sediment deposition                                  | <input type="checkbox"/> multiple observed or predicted flow events |
| <input type="checkbox"/> water staining                                       | <input type="checkbox"/> abrupt change in plant community           |
| <input type="checkbox"/> other (list): [redacted]                             |   |
| <input type="checkbox"/> Discontinuous OHWM. <sup>7</sup> Explain: [redacted] |   |

If factors other than the OHWM were used to determine lateral extent of CWA jurisdiction (check all that apply):

- |  |  |
|--|--|
| <input type="checkbox"/> High Tide Line indicated by:              | <input type="checkbox"/> Mean High Water Mark indicated by:            |
| <input type="checkbox"/> oil or scum line along shore objects      | <input type="checkbox"/> survey to available datum;                    |
| <input type="checkbox"/> fine shell or debris deposits (foreshore) | <input type="checkbox"/> physical markings;                            |
| <input type="checkbox"/> physical markings/characteristics         | <input type="checkbox"/> vegetation lines/changes in vegetation types. |
| <input type="checkbox"/> tidal gauges                              |  |
| <input type="checkbox"/> other (list): [redacted]                  |  |

(iii) **Chemical Characteristics:**

Characterize tributary (e.g., water color is clear, discolored, oily film; water quality; general watershed characteristics, etc.).

Explain: [redacted]

Identify specific pollutants, if known: [redacted]

<sup>6</sup>A natural or man-made discontinuity in the OHWM does not necessarily sever jurisdiction (e.g., where the stream temporarily flows underground, or where the OHWM has been removed by development or agricultural practices). Where there is a break in the OHWM that is unrelated to the waterbody's flow regime (e.g., flow over a rock outcrop or through a culvert), the agencies will look for indicators of flow above and below the break.

<sup>7</sup>ibid.

(iv) **Biological Characteristics. Channel supports (check all that apply):**

- Riparian corridor. Characteristics (type, average width): [redacted].
- Wetland fringe. Characteristics: [redacted].
- Habitat for:
  - Federally Listed species. Explain findings: [redacted].
  - Fish/spawn areas. Explain findings: [redacted].
  - Other environmentally-sensitive species. Explain findings: [redacted].
  - Aquatic/wildlife diversity. Explain findings: [redacted].

2. **Characteristics of wetlands adjacent to non-TNW that flow directly or indirectly into TNW**

(i) **Physical Characteristics:**

(a) **General Wetland Characteristics:**

Properties:

Wetland size: [redacted] acres

Wetland type. Explain: [redacted].

Wetland quality. Explain: [redacted].

Project wetlands cross or serve as state boundaries. Explain: [redacted].

(b) **General Flow Relationship with Non-TNW:**

Flow is: **Pick List**. Explain: [redacted].

Surface flow is: **Pick List**

Characteristics: [redacted].

Subsurface flow: **Pick List**. Explain findings: [redacted].

Dye (or other) test performed: [redacted].

(c) **Wetland Adjacency Determination with Non-TNW:**

Directly abutting

Not directly abutting

Discrete wetland hydrologic connection. Explain: [redacted].

Ecological connection. Explain: [redacted].

Separated by berm/barrier. Explain: [redacted].

(d) **Proximity (Relationship) to TNW**

Project wetlands are **Pick List** river miles from TNW.

Project waters are **Pick List** aerial (straight) miles from TNW.

Flow is from: **Pick List**.

Estimate approximate location of wetland as within the **Pick List** floodplain.

(ii) **Chemical Characteristics:**

Characterize wetland system (e.g., water color is clear, brown, oil film on surface; water quality; general watershed characteristics; etc.). Explain: [redacted].

Identify specific pollutants, if known: [redacted].

(iii) **Biological Characteristics. Wetland supports (check all that apply):**

- Riparian buffer. Characteristics (type, average width): [redacted].
- Vegetation type/percent cover. Explain: [redacted].
- Habitat for:
  - Federally Listed species. Explain findings: [redacted].
  - Fish/spawn areas. Explain findings: [redacted].
  - Other environmentally-sensitive species. Explain findings: [redacted].
  - Aquatic/wildlife diversity. Explain findings: [redacted].

3. **Characteristics of all wetlands adjacent to the tributary (if any)**

All wetland(s) being considered in the cumulative analysis: **Pick List**

Approximately ( [redacted] ) acres in total are being considered in the cumulative analysis.

For each wetland, specify the following:

Directly abuts? (Y/N)	Size (in acres)	Directly abuts? (Y/N)	Size (in acres)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Summarize overall biological, chemical and physical functions being performed: [REDACTED].

### C. SIGNIFICANT NEXUS DETERMINATION

A significant nexus analysis will assess the flow characteristics and functions of the tributary itself and the functions performed by any wetlands adjacent to the tributary to determine if they significantly affect the chemical, physical, and biological integrity of a TNW. For each of the following situations, a significant nexus exists if the tributary, in combination with all of its adjacent wetlands, has more than a speculative or insubstantial effect on the chemical, physical and/or biological integrity of a TNW. Considerations when evaluating significant nexus include, but are not limited to the volume, duration, and frequency of the flow of water in the tributary and its proximity to a TNW, and the functions performed by the tributary and all its adjacent wetlands. It is not appropriate to determine significant nexus based solely on any specific threshold of distance (e.g. between a tributary and its adjacent wetland or between a tributary and the TNW). Similarly, the fact an adjacent wetland lies within or outside of a floodplain is not solely determinative of significant nexus.

Draw connections between the features documented and the effects on the TNW, as identified in the *Rapanos* Guidance and discussed in the Instructional Guidebook. Factors to consider include, for example:

- Does the tributary, in combination with its adjacent wetlands (if any), have the capacity to carry pollutants or flood waters to TNWs, or to reduce the amount of pollutants or flood waters reaching a TNW?
- Does the tributary, in combination with its adjacent wetlands (if any), provide habitat and lifecycle support functions for fish and other species, such as feeding, nesting, spawning, or rearing young for species that are present in the TNW?
- Does the tributary, in combination with its adjacent wetlands (if any), have the capacity to transfer nutrients and organic carbon that support downstream foodwebs?
- Does the tributary, in combination with its adjacent wetlands (if any), have other relationships to the physical, chemical, or biological integrity of the TNW?

**Note:** the above list of considerations is not inclusive and other functions observed or known to occur should be documented below:

1. **Significant nexus findings for non-RPW that has no adjacent wetlands and flows directly or indirectly into TNWs.** Explain findings of presence or absence of significant nexus below, based on the tributary itself, then go to Section III.D: [REDACTED].
2. **Significant nexus findings for non-RPW and its adjacent wetlands, where the non-RPW flows directly or indirectly into TNWs.** Explain findings of presence or absence of significant nexus below, based on the tributary in combination with all of its adjacent wetlands, then go to Section III.D: [REDACTED].
3. **Significant nexus findings for wetlands adjacent to an RPW but that do not directly abut the RPW.** Explain findings of presence or absence of significant nexus below, based on the tributary in combination with all of its adjacent wetlands, then go to Section III.D: [REDACTED].

### D. DETERMINATIONS OF JURISDICTIONAL FINDINGS. THE SUBJECT WATERS/WETLANDS ARE (CHECK ALL THAT APPLY):

1. **TNWs and Adjacent Wetlands.** Check all that apply and provide size estimates in review area:
  - TNWs: [REDACTED] linear feet [REDACTED] width (ft). Or, [REDACTED] acres.
  - Wetlands adjacent to TNWs: [REDACTED] acres.
2. **RPWs that flow directly or indirectly into TNWs.**
  - Tributaries of TNWs where tributaries typically flow year-round are jurisdictional. Provide data and rationale indicating that tributary is perennial: drainage area is 3.8 square miles, of sufficient size to support perennial. The 1/30/08 IP Application (Tab C) states that Peperpot Brook is perennial.
  - Tributaries of TNW where tributaries have continuous flow "seasonally" (e.g., typically three months each year) are jurisdictional. Data supporting this conclusion is provided at Section III.B. Provide rationale indicating that tributary flows seasonally: [REDACTED].

Provide estimates for jurisdictional waters in the review area (check all that apply):

- Tributary waters: 5000 linear feet 10-15 width (ft).  
 Other non-wetland waters: \_\_\_\_\_ acres.  
Identify type(s) of waters: \_\_\_\_\_.

3. **Non-RPWs<sup>8</sup> that flow directly or indirectly into TNWs.**

- Waterbody that is not a TNW or an RPW, but flows directly or indirectly into a TNW, and it has a significant nexus with a TNW is jurisdictional. Data supporting this conclusion is provided at Section III.C.

Provide estimates for jurisdictional waters within the review area (check all that apply):

- Tributary waters: \_\_\_\_\_ linear feet \_\_\_\_\_ width (ft).  
 Other non-wetland waters: \_\_\_\_\_ acres.  
Identify type(s) of waters: \_\_\_\_\_.

4. **Wetlands directly abutting an RPW that flow directly or indirectly into TNWs.**

- Wetlands directly abut RPW and thus are jurisdictional as adjacent wetlands.  
 Wetlands directly abutting an RPW where tributaries typically flow year-round. Provide data and rationale indicating that tributary is perennial in Section III.D.2, above. Provide rationale indicating that wetland is directly abutting an RPW: **the mostly-linear wetlands have a continuous hydrologic connection to Pewterpot Brook.**  
 Wetlands directly abutting an RPW where tributaries typically flow "seasonally." Provide data indicating that tributary is seasonal in Section III.B and rationale in Section III.D.2, above. Provide rationale indicating that wetland is directly abutting an RPW: \_\_\_\_\_.

Provide acreage estimates for jurisdictional wetlands in the review area: 35 acres.

5. **Wetlands adjacent to but not directly abutting an RPW that flow directly or indirectly into TNWs.**

- Wetlands that do not directly abut an RPW, but when considered in combination with the tributary to which they are adjacent and with similarly situated adjacent wetlands, have a significant nexus with a TNW are jurisdictional. Data supporting this conclusion is provided at Section III.C.

Provide acreage estimates for jurisdictional wetlands in the review area: \_\_\_\_\_ acres.

6. **Wetlands adjacent to non-RPWs that flow directly or indirectly into TNWs.**

- Wetlands adjacent to such waters, and have when considered in combination with the tributary to which they are adjacent and with similarly situated adjacent wetlands, have a significant nexus with a TNW are jurisdictional. Data supporting this conclusion is provided at Section III.C.

Provide estimates for jurisdictional wetlands in the review area: \_\_\_\_\_ acres.

7. **Impoundments of jurisdictional waters.<sup>9</sup>**

As a general rule, the impoundment of a jurisdictional tributary remains jurisdictional.

- Demonstrate that impoundment was created from "waters of the U.S.," or  
 Demonstrate that water meets the criteria for one of the categories presented above (1-6), or  
 Demonstrate that water is isolated with a nexus to commerce (see E below).

E. **ISOLATED [INTERSTATE OR INTRA-STATE] WATERS, INCLUDING ISOLATED WETLANDS, THE USE, DEGRADATION OR DESTRUCTION OF WHICH COULD AFFECT INTERSTATE COMMERCE, INCLUDING ANY SUCH WATERS (CHECK ALL THAT APPLY):<sup>10</sup>**

- which are or could be used by interstate or foreign travelers for recreational or other purposes.  
 from which fish or shellfish are or could be taken and sold in interstate or foreign commerce.  
 which are or could be used for industrial purposes by industries in interstate commerce.  
 Interstate isolated waters. Explain: \_\_\_\_\_.  
 Other factors. Explain: \_\_\_\_\_.

<sup>8</sup>See Footnote # 3.

<sup>9</sup>To complete the analysis refer to the key in Section III.D.6 of the Instructional Guidebook.

<sup>10</sup>Prior to asserting or declining CWA jurisdiction based solely on this category, Corps Districts will elevate the action to Corps and EPA HQ for review consistent with the process described in the Corps/EPA Memorandum Regarding CWA Act Jurisdiction Following Rapanos.

Identify water body and summarize rationale supporting determination: [redacted]

Provide estimates for jurisdictional waters in the review area (check all that apply):

- Tributary waters: [redacted] linear feet [redacted] width (ft).
- Other non-wetland waters: [redacted] acres.  
Identify type(s) of waters: [redacted].
- Wetlands: [redacted] acres.

**F. NON-JURISDICTIONAL WATERS, INCLUDING WETLANDS (CHECK ALL THAT APPLY):**

- If potential wetlands were assessed within the review area, these areas did not meet the criteria in the 1987 Corps of Engineers Wetland Delineation Manual and/or appropriate Regional Supplements.
- Review area included isolated waters with no substantial nexus to interstate (or foreign) commerce.
  - Prior to the Jan 2001 Supreme Court decision in "SWANCC," the review area would have been regulated based solely on the "Migratory Bird Rule" (MBR).
- Waters do not meet the "Significant Nexus" standard, where such a finding is required for jurisdiction. Explain: [redacted].
- Other: (explain, if not covered above): [redacted].

Provide acreage estimates for non-jurisdictional waters in the review area, where the sole potential basis of jurisdiction is the MBR factors (i.e., presence of migratory birds, presence of endangered species, use of water for irrigated agriculture), using best professional judgment (check all that apply):

- Non-wetland waters (i.e., rivers, streams): [redacted] linear feet [redacted] width (ft).
- Lakes/ponds: [redacted] acres.
- Other non-wetland waters: [redacted] acres. List type of aquatic resource: [redacted].
- Wetlands: [redacted] acres.

Provide acreage estimates for non-jurisdictional waters in the review area that do not meet the "Significant Nexus" standard, where such a finding is required for jurisdiction (check all that apply):

- Non-wetland waters (i.e., rivers, streams): [redacted] linear feet, [redacted] width (ft).
- Lakes/ponds: [redacted] acres.
- Other non-wetland waters: [redacted] acres. List type of aquatic resource: [redacted].
- Wetlands: [redacted] acres.

**SECTION IV: DATA SOURCES.**

**A. SUPPORTING DATA. Data reviewed for JD (check all that apply - checked items shall be included in case file and, where checked and requested, appropriately reference sources below):**

- Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant: Figure 7 dated 3/15/09 shows all Federal wetlands within the Rentschler Field Development Envelope, with the exception of those in the extreme northwest portion of the property associated with Willow Brook and also those in the immediate vicinity of the previously-permitted Cabela' site (at Rentschler Field). Total area of Federal wetlands, all associated with Pewterpot Brook, is 35 acres according to Fig 4 in Appendix D of 1/30/08 IP application.
- Data sheets prepared/submitted by or on behalf of the applicant/consultant.
  - Office concurs with data sheets/delineation report.
  - Office does not concur with data sheets/delineation report.
- Data sheets prepared by the Corps: [redacted].
- Corps navigable waters' study: [redacted].
- U.S. Geological Survey Hydrologic Atlas: [redacted].
  - USGS NHD data.
  - USGS 8 and 12 digit HUC maps.
- U.S. Geological Survey map(s). Cite scale & quad name: 1:24,000 Manchester, Glastonbury, Hartford South, Hartford North.
- USDA Natural Resources Conservation Service Soil Survey. Citation: <http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>.
- National wetlands inventory map(s). Cite name: Manchester, Glastonbury, Hartford South, Hartford North.
- State/Local wetland inventory map(s): [redacted].
- FEMA/FIRM maps: Hartford County, 9/26/08, panels 388 and 526.
- 100-year Floodplain Elevation is: [redacted] (National Geodetic Vertical Datum of 1929)
- Photographs:  Aerial (Name & Date): [redacted].  
or  Other (Name & Date): [redacted].
- Previous determination(s). File no. and date of response letter: [redacted].
- Applicable/supporting case law: [redacted].
- Applicable/supporting scientific literature: [redacted].
- Other information (please specify): [redacted].

**B. ADDITIONAL COMMENTS TO SUPPORT JD:** No attempt was made by the applicant to distinguish between Waters of the U.S. and federal wetlands, instead all jurisdictional areas have been lumped together as federally-jurisdictional. Wetland numbering system is provided on Sheet 3.2.3-1 at Tab C of the 1/30/08 IP Application. Transects have been published in various reports as follows: Four transects (A, B, C, and D) prepared in April 2005, are presented at Tab C of the 1/30/08 application for wetlands B3, C3, C5, and C6 respectively; two transects (A and B) prepared in Dec 1997 are presented in Tab F of the 5/23/08 Applicant Additional Information report for wetlands A1 and D2 respectively. Three transects (A, B, and C) prepared in October 2005 covered wetland A4 (2 transects) and A3; 13 transects (T1 through T13) prepared in May 2008 are at Tab B of the 5/23/08 Applicant Additional Information report for wetlands C2, C2, D3, C2, D2, B2, D1, C1, E3, E2, A1, A3, and A4 respectively.

The impoundment (Fireman's Pond) referred to in Section III.D.7 is formed by a small man-made dam where a road crosses a tributary to Pewterpot Brook. The tributary to Pewterpot Brook flows under the former airfield and daylight in the vicinity of Fireman's Pond.







**US Army Corps  
of Engineers** ®  
New England District

**INDIVIDUAL PERMIT  
WORK-START NOTIFICATION FORM**  
(Minimum Notice: Two weeks before work begins)

\*\*\*\*\*  
 \* MAIL TO: U.S. Army Corps of Engineers, New England District \*  
 \* Policy Analysis/Technical Support Branch \*  
 \* Regulatory Division \*  
 \* 696 Virginia Road \*  
 \* Concord, Massachusetts 01742-2751 \*  
 \*\*\*\*\*

Corps of Engineers Permit No. NAE-2007-2818 was issued to the Rentschler Field Development Corporation, LLC. This work is located in wetlands associated with Pewterpot Brook at Silver Lane in East Hartford, Connecticut. The permit authorized the permittee to place fill in 4.22 acres of wetlands in order to facilitate the planned buildout of a 7.8 million square feet mixed use development over a 15-20-year period at the 920-acre United Technologies Corporation campus (the "Rentschler Field" site).

The people (e.g., contractor) listed below will do the work, and they understand the permit's conditions and limitations.

**PLEASE PRINT OR TYPE**

**Name of Person/Firm:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Telephone Numbers:** ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

**Proposed Work Dates:** Start: \_\_\_\_\_ Finish: \_\_\_\_\_

**Permittee/Agent Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Date Permit Issued:** \_\_\_\_\_ **Date Permit Expires:** \_\_\_\_\_

\*\*\*\*\*

**FOR USE BY THE CORPS OF ENGINEERS**

**PM:** \_\_\_\_\_ **Submittals Required:** \_\_\_\_\_

**Inspection Recommendation:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



**US Army Corps  
of Engineers** ®  
New England District

**MITIGATION  
WORK-START NOTIFICATION FORM**  
(Minimum Notice: Two weeks before mitigation work begins)

\*\*\*\*\*  
 \* MAIL TO: U.S. Army Corps of Engineers, New England District \*  
 \* Policy Analysis/Technical Support Branch \*  
 \* Regulatory Division \*  
 \* 696 Virginia Road \*  
 \* Concord, Massachusetts 01742-2751 \*  
 \*\*\*\*\*

Corps of Engineers Permit No. NAE-2007-2818 was issued to Rentschler Field Development Corporation LLC. This work is located in wetlands in the Pewterpot Brook watershed at Silver Lane in East Hartford, Connecticut. The permit authorized the permittee to place fill in 4.22 acres of wetlands in order to facilitate the planned buildout of a 7.8 million square feet mixed use development over a 15-20-year period at the 920-acre United Technologies Corporation campus (the "Rentschler Field" site).

The permit required compensatory mitigation as described in "Army Corps of Engineers Mitigation Plan, Rentschler Field, East Hartford, Connecticut", prepared by Fuss & O'Neill consultants, and dated June 17, 2009, with some of the work to occur within the 129.2-acre Conservation Easement area. Monitoring reports are not, however, a requirement of the permit.

Those listed below will perform the mitigation, including monitoring and remediation if required. They understand the requirements of the permit and the mitigation and monitoring plan.

**PLEASE PRINT OR TYPE**

	<b>Environmental Consultant/Scientist</b>	<b>Mitigation Contractor</b>
<b>Name of Person/Firm:</b>	_____	_____
<b>Business Address:</b>	_____	_____
	_____	_____
	_____	_____
<b>Telephone Number:</b> ( ) _____	( ) _____	( ) _____
<b>Proposed Mitigation Work Dates:</b>	<b>Start</b> _____	<b>Finish</b> _____
<b>Permittee's Signature:</b>	_____	<b>Date:</b> _____
<b>Printed Name:</b>	_____	<b>Title:</b> _____

Corps PM's: Bill Mullen



**US Army Corps  
of Engineers** ®  
New England District

(Minimum Notice: Permittee must sign and return notification  
within one month of the completion of work.)

### COMPLIANCE CERTIFICATION FORM

**USACE Project Number:** NAE-2007-2818

**Name of Permittee:** Rentschler Field Development Corporation, LLC

**Permit Issuance Date:** November 5, 2009

Please sign this certification and return it to the following address upon completion of the activity and any mitigation required by the permit. You must submit this after the mitigation is complete, but not the mitigation monitoring, which requires separate submittals.

```
*****
* MAIL TO: U.S. Army Corps of Engineers, New England District      *
*           Policy Analysis/Technical Support Branch, ATTN: Marie Farese *
*           Regulatory Division                                       *
*           696 Virginia Road                                         *
*           Concord, Massachusetts 01742-2751                       *
*****
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Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

**I hereby certify that the work authorized by the above referenced permit was completed in accordance with the terms and conditions of the above referenced permit, and any required mitigation was completed in accordance with the permit conditions.**

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date of Work Completion

( ) \_\_\_\_\_  
Telephone Number

( ) \_\_\_\_\_  
Telephone Number

APPENDIX VII – PLANS AND SPECIFICATIONS

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