

CONTRACT AWARD
RFP-38 Rev. 4/11/19
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STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

Michael Baczewski
Contract Specialist

860-713-5169
Telephone Number

CONTRACT AWARD NO.:

19PSX0028

Contract Award Date:

30 April 2019

RFP Due Date:

20 March 2019

CONTRACT AWARD

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

DESCRIPTION: APPLICATION OF SELECTIVE & NON-SELECTIVE HERBICIDES

FOR: Department of Transportation		TERM OF CONTRACT: Contract Effective Date through 29 April 2024	
		AGENCY REQUISITION NUMBER: 0000136554	
IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
-	\$4,000,000 estimated	-	\$4,000,000 estimated

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

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

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

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

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

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **All Habitat Services, LLC**

Company Address: **2 Tipping Drive, Branford, CT 06405**

Contact Person: **David Roach**

Tel. No.: **(203) 245-1212**

Company/Contact Person Email Address: **droach@allhabitat.com**

Contact Person Address: **2 Tipping Drive, Branford, CT 06405**

Remittance Address: **PO BOX 231, Branford, CT 06405**

Company Web Site: **www.allhabitat.com**

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

Prompt Payment Terms: **0% 00 Net 30**

Delivery: **Per Contract**

Contract Value: **\$4,000,000 estimated**

Agrees to Supply Political SubDivisions: **NO**

APPROVED _____

MICHAEL BACZEWSKI

Contract Specialist

(Original Signature on Document in Procurement Files)

CONTRACT

19PSX0028

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

All Habitat Services, LLC

Awarded Contractor

APPLICATION OF SELECTIVE & NON-SELECTIVE HERBICIDES

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This Contract (the "Contract") is made as of the Effective Date by and between, All Habitat Services, LLC (the "Contractor,") with a principal place of business at 2 Tipping Drive Branford, CT 06405, acting by David Roach, its owner and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 450 Columbus Boulevard, Hartford, Connecticut 06103, acting by Carol Wilson, its Director, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

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

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
 - (a) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
 - (b) Client Agency: State of Connecticut Department of Transportation.
 - (c) Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Client Agency or DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
 - (d) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to Client Agency, the Contractor, DAS or State.
 - (e) Contract: The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Proposal price.
 - (f) Contractor: A person or entity who submits a Proposal and who executes a Contract.

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- (g) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
 - (h) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
 - (i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
 - (j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Request for Proposals and set forth in Exhibit A.
 - (k) Goods or Services: Goods, Services or both, as specified in the Request for Proposals and set forth in Exhibit A.
 - (l) Proposal: A submittal in response to a Request for Proposals.
 - (m) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
 - (n) Request for Proposals: A State request inviting proposals for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
 - (o) Services: The performance of labor or work, as specified in the Request for Proposals and set forth in Exhibit A.
 - (p) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
 - (q) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
 - (r) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from the Effective Date for five (5) years.

DAS, in its sole discretion, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term.

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3. Description of Goods or Services and Additional Terms and Conditions. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."

4. Price Schedule, Payment Terms and Billing, and Price Adjustments.

(a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.

(b) Payment Terms and Billing:

(1) Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

(2) THE STATE SHALL MAKE ALL PAYMENTS TO THE CONTRACTOR THROUGH ELECTRONIC FUNDS TRANSFER VIA THE AUTOMATED CLEARING HOUSE ("ACH"). CONTRACTOR SHALL ENROLL IN ACH THROUGH THE OFFICE OF THE STATE COMPTROLLER PRIOR TO SENDING ANY INVOICE TO THE STATE. THE CONTRACTOR MAY OBTAIN DETAILED INFORMATION REGARDING ACH AT: [HTTP://WWW.OSC.CT.GOV/VENDOR/DIRECTDEPOSIT.HTML](http://www.osc.ct.gov/vendor/directdeposit.html).

(c) Notwithstanding any language regarding Contractor price increases herein, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur during the term of this Contract as mandated by State law and in accordance with the terms of this section. Contractor shall provide documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the amount of any increase in Contractor labor costs as a result of changes to the minimum wage rate within ninety (90) days of the statutorily identified effective date of any increase in the minimum wage. Upon receipt, and verification of Contractor documentation DAS shall adjust the Price Schedule accordingly through a supplement to this Contract.

(d) The Contractor shall comply with all provisions of Section 31-57f of the Connecticut General Statutes concerning standard wages. Current standard wage rates are included in Exhibit D. Notwithstanding any language regarding Contractor price increases, the Price Schedule will be adjusted to reflect any increase in the standard wage rate that may occur, as mandated by State law. Exhibit D will not be adjusted to reflect new standard wage rates until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the increase in Contractor labor costs as a result of changes to the standard wage rate. The Contractor must provide this documentation to the State within ninety (90) days' of the effective date that the State Department of Labor establishes for the increase in the standard wage. Upon receipt and verification of Contractor documentation, DAS shall adjust the Price Schedule and update Exhibit D accordingly through a supplement to this Contract.

(e) Price Adjustments:

Prices for the Goods or Services listed in Exhibit B shall remain unchanged for thirty six (36) months following the Effective Date of the Contract. The Contractor shall have the right to request a price adjustment only during the thirty (30) days immediately preceding the

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annual anniversary dates of the Effective Date of the Contract during the term of the Contract. During this thirty (30) day period, the Contractor may submit a request in writing to DAS for a price adjustment that is consistent with and relative to price changes originating with and compelled by manufacturer and/or market trends and which changes are outside of the Contractor's control. The Contractor must fully document its request, attaching to the request, without limitation, such manufacturer and market data, as support the requested adjustment. DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the next annual anniversary date of the Effective Date of the Contract.

The Contractor shall submit all requests in accordance with Section #36. Notice. A request made to the Client Agency shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. A request made to the Client Agency shall not be considered timely and shall not toll or extend the running of the thirty (30) days. The right of the Contractor to request a particular price adjustment shall lapse upon the expiration of the applicable thirty (30) days. If the Contractor fails to make a timely request, then the price shall remain unchanged from the previous year and shall continue through the next succeeding twelve (12) months and until the second annual anniversary of the Effective Date of the Contract, If approved, price adjustments shall become effective ten (10) days after the date of the approval. The Contractor shall honor any purchase orders issued prior to the effective date of the approval at the price in effect at the time of the issuance of the purchase order.

5. Rejected Items; Abandonment.

(a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:

- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
- (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
- (3) they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor

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Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;

- (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
- (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
7. Contract Amendments.
No amendment to or modification or other alteration of the Contract shall be valid or binding upon the State unless made in writing, signed by both parties and, if applicable, approved by the Connecticut Attorney General.
8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
9. Termination.
- (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- (b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract,

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Terminate the Contract in accordance with the provisions in the Breach section of this Contract.

- (c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from either DAS or the Client Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS or the Client Agency, as applicable, the Contractor shall assign to DAS or the Client Agency, or any replacement contractor which DAS or the Client Agency designates, all subcontracts, purchase orders and other commitments, deliver to DAS or the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS or the Client Agency may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.

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10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.
11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.
12. Waiver.
 - (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
 - (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.
13. Open Market Purchases. Failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.
14. Purchase Orders.

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

15. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the

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State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

(f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

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

17. Contractor Guaranties. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
- (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
- (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
- (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

18. Implied Warranties. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.

19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured,

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refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any part or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such parts and appurtenances as are usually provided with the manufacturer's stock model.

20. Delivery.

- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
- (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
- (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Contract.
- (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.

21. Goods Inspection. The Commissioner of DAS, in consultation with the Client Agency, shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency or the Commissioner of DAS may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

22. Emergency Standby for Goods and/or Services. If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without

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further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.

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

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- (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Request for Proposals process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (l) the Proposal was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a proposal for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;

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- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without DAS's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

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28. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the

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operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

29. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
30. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
31. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
32. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04, and Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions. If Executive Orders 14, 61 or 49 are applicable, it is deemed to be incorporated into and are made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.
33. Non-discrimination.
- (a) For purposes of this Section, the following terms are defined as follows:
- (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or

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behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

(5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

(6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

(7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

(8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

(9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

(10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(b)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut;

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and the Contractor further agrees to take affirmative action to [insure] ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;

(2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;

(3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and

(5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor

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

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

34. Tangible Personal Property.

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if

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the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

- (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.
35. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

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36. Notice. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut, Department of Administrative Services
Procurement Division
450 Columbus Boulevard, Suite 1202
Hartford, CT 06103
Attention: Michael Baczewski

If to the Contractor:

All Habitat Services, LLC
PO BOX 231
Branford, CT 06405
Attention: David Roach
Owner

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

(a) Reserved

(b) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

(c) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.

(d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

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(e) Reserved

(f) **Umbrella Liability:** Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

(g) **Claims Made:** Not acceptable with the exception of Professional Liability when specified.

(h) Reserved

38. **Headings.** The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.

39. **Number and Gender.** Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

40. **Parties.** To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."

41. **Contractor Changes.** The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:

- a) its certificate of incorporation or other organizational document;
- b) more than a controlling interest in the ownership of the Contractor; or
- c) the individual(s) in charge of the Performance.

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

42. **Further Assurances.** The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

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

- (a) Audit and Inspection of Plants, Places of Business and Records. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

44. Background Checks. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

45. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.

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46. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.
47. Contractor Responsibility.
- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
 - (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.
48. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
49. Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Proposal and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Proposal, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which

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the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

50. References to Statutes, Public Acts, Regulations, Codes and Executive Orders. All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

51. Cross-Default.

- (a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under any or all other agreements or arrangements (“Other Agreements”) that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.
- (b) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.

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

53. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

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54. Sovereign Immunity. The parties acknowledge and agree that nothing in the Request for Proposals or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
55. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.
56. Certification as Small Contractor or Minority Business Enterprise.
This paragraph was intentionally left blank.
57. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract 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, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.
58. RESERVED.
59. Protection of Confidential Information.
- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and

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(5)Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

- (c) The Contractor and Contractor Parties shall notify DAS, Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Client Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Client Agency or any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

60. Antitrust.

Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

61. Audit Requirements for Recipients of State Financial Assistance.

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SIGNATURE PAGE OF CONTRACT

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

ALL HABITAT SERVICES, LLC

STATE OF CONNECTICUT
Department of Administrative Services

By: _____

By: _____

Name: David Roach

Name: Carol Wilson

Title: Owner

Title: Director

Date: _____

Date: _____

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

I. DESCRIPTION OF GOODS AND SERVICES:

A. SCOPE OF SERVICES:

1. Contractor shall provide the State of Connecticut Department of Transportation (“Client Agency”) specified herbicide(s) (“Product(s)”) and application services to control vegetative growth including but not limited to; under roadside and median guiderail systems, along capped median dividers, capped islands, at the base of jersey barriers, along wood chipped earthen berms, around the bases of light standards, sign supports, delineators and other appurtenances within the highway right-of-way and in other locations as directed by the Client Agency (“Service(s)”).
2. Contractor shall provide including but not limited to; all labor, materials, Product(s), supervision, tools, equipment, staging, hoisting, handling, unloading, loading, transportation, certifications, licenses, and all other necessary and incidental items and components required for the performance of the Service(s) to the Client Agency’s satisfaction.
3. Client Agency reserves the right to terminate use of or request an alternative Product(s) at any time during the Contract term. A cost plus option is provided in the Exhibit B. Price Schedule.

B. CLIENT AGENCY AUTHORIZED SERVICE SCHEDULE:

1. Annual Service Period:

- i. Contractor shall be available to provide Service(s) between May 1st and November 30th each year (“Service Period”), unless otherwise directed by the Client Agency.
- ii. On secondary highways the Client Agency intends to have the contractor provide a minimum of two Service crews operating independently within the two sections of a respective Client Agency maintenance district continuously throughout the duration of the spraying season along with a minimum of another two Service crews to work simultaneously on the divided highways until all of the four (4) Client Agency maintenance districts are completed.

2. Contractor shall provide Service crews during the Service Period as follows:

Service Crew(s)	Availability
Two (2) Divided Highway Crews	May 1 st each year
Four (4) Secondary Road Crews	
Two (2) additional Secondary Road Crews	June 30, 2019 and May 1 st each year thereafter

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

3. Regular Work Hours and Work Scheduling:

- I. In accordance with the normal work schedule in use by the Client Agency, Contractor must cover regular work hours and night work hours under the “per acre unit price,” posted in the Exhibit B price schedule. All work performed will be paid per the Exhibit B. price schedule. The hours after 7:00 a.m. eastern time and before 4:30 p.m. eastern time are considered regular work hours. Client Agency work hours will consist of seven and one-half (7.5) hours worked between the hours of 8:00 a.m. eastern time and 4:00 p.m. eastern time. The actual work hours will be determined by the Client Agency. Any changes to the predetermined regular work hours must be approved in writing by the Client Agency.
- II. Contractor shall notify Client Agency’s district maintenance personnel of its proposed work schedule during the Service Period. Notifications must be made in writing on or before 3:00 p.m. eastern time on the day prior to the start of work and must indicate the actual time and location of the work to be performed.

4. Restricted Work Period(s):

In order to provide for traffic operations as outlined in Work Zone Traffic Control Operations (“Attachment 1.”), the Contractor shall not perform any operations during the periods listed below:

- i. On Monday through Friday between 6:00 a.m. eastern time and 8:00 p.m. eastern time, on Saturday, Sunday and following State observed legal holidays:
 - New Year’s Day*
 - Good Friday*
 - Memorial Day*
 - Independence Day*
 - Labor Day*
 - Columbus Day
 - Thanksgiving Day*
 - Christmas Day*
- ii. On Monday through a holiday marked with an * also designates the following restrictions:
 - * On the day before and the day after any of the above legal holidays.
 - *On the Friday, Saturday and Sunday immediately preceding any of the above holidays celebrated on a Monday.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

- *On the Saturday, Sunday and Monday immediately following any of the above holidays celebrated on a Friday.
- iii. Contractor shall perform Service(s) at all times in such a sequence as to ensure the least practicable interference with traffic. In some instances, this may require that work be done at night which will be determined by the Client Agency on a case by case basis. The work will be governed by Article 1.08.04 of FORM 817, and as directed by Client Agency. Acting on behalf of the Client Agency, the inspector on the site will order suspension of the work if, in the inspector's opinion, traffic is excessively disrupted. On highways carrying extremely high traffic volumes, work hours will be restricted where and when necessary in the opinion of the Client Agency. Client Agency may cancel work because of extreme weather or other unforeseen occurrences which could impact the work to be performed and the safety of the traveling public. Pre-planned work will be allowed an allotted cancellation time frame of three (3) hours prior to the pre-determined start time.
- 5. The work described on all purchase orders will not start until ordered in writing by the Client Agency. In addition, no work will be performed unless it is under the control of an inspector or inspector's representative, acting on behalf of Client Agency. Following receipt of notice to proceed, the Contractor shall begin the work within five (5) working days. Working days will be considered as Monday through Friday.

C. CLIENT AGENCY SUPERVISION:

1. Suspension of Service(s):

- i. Client Agency may determine acceptability of weather and/or traffic conditions and may order a suspension of Service(s) if it is in the best interest of the State.
- ii. Contractor may suspend Service(s) if, in its opinion, weather and/or traffic conditions are not compatible with the performance of the Service(s).
- iii. If operations are suspended, the Contractor shall indicate an explanation for suspension, the time and the location and shall record the same on the daily herbicide spray report.

D. GENERAL REQUIREMENTS:

1. Vegetation Management Guidelines:

- i. Contractor shall perform Service(s) in accordance with the Client Agency's office of environmental compliance and other applicable State of Connecticut Department of Energy and Environmental Protection ("DEEP") regulations as directed by the Client Agency.

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DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

- ii. The Client Agency's vegetation management guidelines should be referenced here:

https://www.ct.gov/dot/lib/dot/documents/dmaintenance/veg_man_guidelines_final_02-15-18.pdf

2. Daily Herbicide Spray Report:

Contractor shall provide the Client Agency a daily herbicide spray report and other reporting documentation as specified by the Client Agency. Client Agency may request additional documentation requirements of the Contractor at any time during the Contract Term.

- 3. Contractor shall provide sufficient qualified supervision and labor and sufficient and proper materials, supplies, and equipment to perform the Service(s).
- 4. Contractor shall complete authorized Service(s) in a professional manner, using quality equipment and materials that conform to all current Federal, State and local regulations.
- 5. Contractor's performance will be monitored and audited by the Client Agency. Contractor must provide the Client Agency free and easy access to inspect and measure the manner and performance of the Service(s) at all times and to inspect the types and quantities of equipment, materials and supplies used in the performance of the Service(s).
- 6. Contractor's employee(s) shall be fully trained and skilled in safe and proper techniques. At the request of the Client Agency, Contractor shall provide documentation that demonstrates employee(s) have had adequate training in all necessary State, Federal and Occupational Safety and Health Administration ("OSHA") regulations and retain during the Contract Term, active Connecticut license(s) for including but not limited to; arborist / commercial supervisory pesticide applicator certificate category 3d, governmental supervisory pesticide applicator certificate category 6 and pesticide applicator license(s) and driver's licenses for those employees providing the Service(s).
- 7. All work performed under this Contract will be conducted in accordance with the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA") and the Connecticut General Statutes (CGS), Volume 8, Title 22a, Chapter 441 and all other applicable Federal and State laws. Contractors supplying equipment and/or services are required to comply with the current OSHA, Volume I, General Industry Standards, Volume II, Construction Safety and Health Regulations, and with current DEEP rules and regulations, where applicable, at no extra costs.
- 8. Contractor shall maintain and utilize all safety equipment as required by any applicable law, regulation and best practice. Contractor shall supply all of its employees while performing work under this Contract with any Personal

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

Protective Equipment ("PPE") required in order to adhere to OSHA standards and regulations in effect at the time of the issuance of the purchase order.

9. Client Agency shall provide the Contractor with regulations specific to the Client Agency. Contractor shall inform its employee(s) of all appropriate regulations. Contractor shall be responsible for training its employee(s) to comply with all laws and regulations and shall be responsible for the same.
10. Contractor is solely responsible for the lawful storage, usage and disposal of all materials used in performance of this Contract.
11. Client Agency may inspect Contractor's equipment at any time during the Contract Term at a location specified by the Client Agency and at no additional charge.
12. Contractor shall not store any equipment, materials or supplies on state property without written consent from Client Agency.
13. Upon Contract award, Contractor shall provide emergency telephone numbers that will be answered by the Contractor, 24 hours a day, seven days a week.
14. In the event that the Contractor provides unsatisfactory Service(s) the Client Agency shall submit to the State of Connecticut Department of Administrative Services Procurement Services ("DAS Procurement Services") a vendor performance report.
15. Performance Monitoring:

Throughout the term of this Contract, Client Agency and DAS will monitor the Performance of the Contractor. The Client Agency shall report to DAS and the Contractor if breach or poor performance is found. All data collected will be saved to the Contract file and DAS shall use such data to determine whether the Contractor is qualified for future bids / proposal evaluations.

E. CONTRACTOR PERSONNEL REQUIREMENTS:

1. Operator(s):

- i. Contractor shall provide a minimum of two (2) operators per Service crew.
- ii. Each operator must have an active Connecticut commercial applicators' license(s) issued by the commissioner of the DEEP and maintain active licensure during the Contract Term.
- iii. Operators of the spray unit will be responsible for the filling of the spray unit and the mixing the Client Agency specified Product(s) to provide the proper solution.

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DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

2. Supervisor(s):

- i. A Contractor's supervisor may supervise more than one (1) Service crew but all Service crews under his or her supervision must be working in the same Client Agency maintenance district, or in the immediate area of an abutting district with the approval of the Client Agency. Supervisor must be able to maintain communication with all Service crew(s) during the performance of Service(s).
- ii. Supervisor must have an active Connecticut commercial right-of-way supervisor's license issued by the commissioner of the DEEP and maintain active licensure during the Contract Term.
- iii. Supervisor shall including but not limited to; identify and plan daily Service route(s), determine the sensitive areas which should not be Serviced, supervise operator(s) and Product(s) applications and perform other responsibilities as directed by the Client Agency.

F. CONTRACT EQUIPMENT REQUIREMENTS:

1. Equipment:

- i. All equipment necessary to perform the Service(s) will be mounted on a single, self-propelled vehicle capable of operating on or off road, in good mechanical condition and neat and clean in appearance.
- ii. Tank:
 - a. The tank holding Product(s) will be constructed of stainless steel, fiberglass, aluminum, plastic or plastic-lined steel.
 - b. Tank covers must have the capability of being locked and must be locked when the vehicle is not under supervision of the Contractor's personnel.
- iii. Tank Capacity:
 - a. On divided highways the tank capacity of the highway application truck will be between seven hundred and fifty (750) to one thousand (1,000) gallons.
 - i. The ramp application truck tank capacity will be three hundred (300) to seven hundred and fifty (750) gallons.
 - b. On secondary highways the tank capacity will be 300 to 700 gallons

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- iv. Product(s) Pump:
 - a. The Product(s) pump will be in good condition and sufficient in size to produce the volume and pressure required to apply the specified chemical solution at the specified rate.
 - b. An accurate pressure regulator and gauge are required for the herbicide equipment.
 - c. If equipped with a bypass hose, it will enter near the bottom of the herbicide tank to reduce foaming.

- v. Spray Units:
 - a. Self-Filling:
 - i. On units which are self-filling, the suction pump will be a separate unit from the spray pump.
 - ii. A check valve will be provided in the suction hose to prevent back siphoning into the water source.
 - iii. A clean cover will be provided for the storage area on the spray unit where the suction hose is stored to prevent contamination during the spraying operation.
 - b. Each spray unit will be equipped with a combination speedometer/odometer, designed to function accurately at slow speed and measure distance to the nearest tenth of a mile.
 - c. Each spray unit will be equipped with an automatic sprayer control system, which will automatically maintain the application rate regardless of vehicle speed or terrain.
 - i. The automatic sprayer control unit will consist of a control console, speed sensor, flowmeter and regulating valve. Spray unit will be Micro-Trak MT 3000, Raven SCS 440 or comparable product.
 - d. Each spray unit will be equipped with spray boom capable of being mounted on either side of the front of the unit with adequate remote vertical control from inside the unit cab and manual or remote horizontal control to allow delivery of the spray solution to the specified area, while keeping the amount of drift to an absolute minimum.
 - i. The height above the surface being sprayed shall not exceed 2 feet.

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DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

- ii. The boom will be composed of two (2) pressure actuated diaphragm check valves or equal used in conjunction with two (2) flat fan nozzles mounted 18 inches apart, one (1) angled forward, the other aft, to prevent shadowing by guiderail posts.
- iii. One (1) pressure actuated diaphragm check valve or equal, used in conjunction with one (1) flat fan nozzle mounted at the end of a 10-inch hose with an 18-inch extension capable of a height adjustment of 3 to 6 feet is required for applications on raised capped areas.
- iv. Spray nozzles must be capable of individual or simultaneous operation and be of sufficient size to allow for the largest possible droplet size at a pressure not to exceed 40 psi, with a vehicle speed from 10-25 mph, and apply the spray solution at the specified rate per acre.
- v. Other spray equipment and methods of application shall be reviewed and/or considered and may be used if approved in writing by the Client Agency.
- e. Each spray unit will be equipped with the following equipment, tools, and material: flat shovel, broom, adequate supply of absorbent material stored in a weatherproof container and a weatherproof container to store contaminated material.
- f. A separate handgun equipped with an adjustable nozzle and 50 feet of hose are also required.
- vi. Vehicles / Trucks:

All trucks will be equipped with fully functional a UNIDEN PC68LTW CB Radio or equivalent and trucks will also be equipped with flashing safety signals and back-up alarms approved by the Client Agency:

 - a. Pickup Trucks:
 - i. One (1) Whelen Model TA-1662 (4-foot-wide) or TA 1664 (6-foot-wide) amber or equivalent.
 - b. Dump Trucks, Platform Trucks and Spray Distributors:
 - i. Dump Trucks, Platform Trucks, and Spray distributors will be equipped with one (1) set of two (2) Whelen Strobe Beacons (amber), Model 2550 or equivalent, mounted behind the cab in such a manner that they can be clearly seen from the front and rear of the vehicle.

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- ii. Spray distribution equipment mounted to the truck must not to exceed overall truck height of twelve (12) feet from the ground
- iii. Width not to exceed eight and on half (8.5) feet.
- iv. Will be equipped with the signs specified in the locations shown on the Work Zone Traffic Control attached sheets.
- vii. Truck Mounted or Trailer Mounted Impact Attenuator:
 - a. Contractor shall furnish, operate, maintain, and relocate Truck-Mounted or Trailer-Mounted Impact Attenuators ("TMA"). These TMA's must be provided for in the quantity and type specified herein so as to meet the Client Agency's Work Zone Traffic Control Plans in order to operate and provide the Service(s) contracted for Connecticut roads. All work utilizing TMA's will be predetermined for quantity needed at the preconstruction meeting.
 - b. Prior to using a TMA, the Contractor must submit to the Client Agency a Materials Certificate in accordance with 1.06.07 for each attenuator supplied and a copy of the Federal-aid eligibility letter issued to the manufacturer documenting that the device complies with the requirements of the NCHRP Report 350 (TL-3) or the AASHTO MASH (TL-3). The impact attenuator may be attached to a truck or in accordance with the manufacturer's recommendations. The impact attenuator must be equipped with a minimum of 2 yellow flashing lights. An attenuator reflector consisting of Type IV retroreflective sheeting that displays an inverted "V" pattern, with alternating black and retroreflective yellow stripes must be placed on the back of the unit. The attenuator reflector must fully cover the rear face of the impact attenuator. The truck must be equipped with a high mounted internally illuminated flashing arrow which meets the requirements of FORM 817, 11.30. The truck must be equipped with a minimum of 2 amber strobe type flashers mounted above the internally illuminated flashing arrow.
 - c. Depending on the Client Agency's needs the Client Agency or the Contractor must furnish, operate and relocate each TMA according to the Traffic Control Pattern described in the special provisions for Maintenance and Protection of Traffic and "Work Zone Traffic Control Operations (Rev. Date 12/16/15)" Attachment 2. The Contractor must maintain each TMA in a fully operable condition at all times. Any TMA that is not fully functional will not be permitted at the Project Site.

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- d. The TMA's will be incorporated and priced under the all inclusive "per acre" price - (Two Lane or Multilane) as listed in the Exhibit B. Price Schedule.

G. SERVICE APPLICATIONS:

- 1. Client Agency may increase or decrease the Service area in each roadway segment as warranted by actual field conditions.

- 2. Traffic Control:

- i. Ramps:

- Contractor will provide a traffic control vehicle with a flashing arrow board and a rear mounted impact attenuation device to follow each spray unit on ramps.

- ii. Highways:

- Contractor will provide traffic control vehicles with flashing arrow boards and a rear mounted impact attenuators to follow each spray unit on highways carrying extremely high traffic volumes, work hours may be restricted when and where necessary as determined by the Client Agency as not to impact the traveling public.

- iii. Demonstration of Use of Moving Traffic Patterns:

- a. Prior to starting Service(s), the Contractor will make arrangements with the Client Agency to have the traffic control vehicles inspected at a location within the State.
 - b. At that time the Contractor may be required to demonstrate that its personnel are familiar with the operation of a moving traffic pattern.
 - c. All moving traffic patterns must conform with ConnDOT's Work Zone Traffic Control Operations (Attachment - 2).

- 3. **TRAFFIC CONTROL FOR A MOVING OPERATION:**

- i. Client Agency will determine at its sole discretion with respect to any work performed under Contract whether the Client Agency or Contractor must perform traffic control. This will be decided at the preconstruction meeting prior to the start of any Contractor performance.
 - ii. When the Contractor is required to provide work zone traffic control for a moving operation, the Contractor must supply, erect, maintain and remove all truck signs, sign supports, traffic cones, traffic delineators and

EXHIBIT A

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any but not limited to other material that may be necessary to set up the various traffic control moving operation patterns as set forth in the provisions of "Work Zone Traffic Control Operations (Rev. Date 12/16/15)" (Attachment -) as amended, including any revisions to such provisions contained herein Contract. Vendor traffic control signs and devices are to be furnished for use in acceptable condition per the Client Agency as described in section 6F.04 of the MUTCD.

- iii. Only planned detours, with appropriate notification to the appropriate parties, will be allowed. All such detours and requests must be approved by the Client Agency. No detouring of traffic will be allowed by contracted traffic services at their own discretion.
 - iv. Client Agency must determine whether a Truck Mounted or Trailer Mounted Attenuator (TMA) is required, and whether the Client Agency or Contractor must supply the TMAs. This will be decided at the preconstruction meeting prior to the start of any work being performed.
 - v. Basis for Pricing:
 - a. Traffic Control for Herbicide Spraying will be paid for under "per acre" contract unit price as listed in the Exhibit B Price Schedule and will include all Traffic Control in its entirety.
4. Client Agency may inspect licenses of Contractor personnel at any time during the Contract Term.
5. Contractor shall perform application Service(s) as follows:
- i. Only when the air temperature is in the range recommended on the manufacturer's Product label.
 - ii. Service(s) will not be permitted after rainfall until foliage is dry; if spraying is permitted it will be at the discretion of the Client Agency, additional sticker-spreader will be added to the tank mixture to enhance herbicide retention and penetration as well as rainfastness.
 - iv. Service(s) will not be permitted during gusty wind or wind of appreciable velocity as identified by the Client Agency.
 - v. Service(s) will not be permitted on roadside closely bordered by streams, rivers, lakes, homes, gardens, orchards, nurseries, or where drift could possibly affect sensitive plants or animals outside the target.
6. A separate Service crew will be required for the application of Roundup Custom or approved equal Product in watershed areas, as directed by the Client Agency. Client Agency.

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DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

7. Contractor shall apply Product(s) as a liquid spray to the areas designated by the Client Agency.
8. Contractor shall mix Product(s) as specified by the Product label or as directed by the Client Agency.
9. Contractor shall apply all Product Prescriptions at the Client Agency specified application rate of forty (40) gallons per acre or as otherwise directed in writing by the Client Agency to meet actual field conditions including but not limited to; weather conditions.
10. Product(s) brand names can be substituted for equivalents at the request of the Client Agency at no additional cost to the State.
11. Contractor shall deliver Product(s) to the project area(s) in new, clean containers, sealed by the manufacturer and bearing the label required by federal and state law and/or regulations.
12. Contractor must use clean water free of sand, silt and pesticide or fertilizer residue for mixing the Product(s).
13. Client Agency may draw samples, perform such tests and take such action as may be deemed necessary by the State to ensure compliance with these specifications.
14. Contractor shall utilize the following Product Prescriptions unless otherwise directed in writing by the Client Agency:
 - i. Roundup Custom at two (2) quarts per acre to be used to control grass and herbaceous growth along chain link fences, at the base of Jersey barriers, stone blankets and areas where bare ground control is required. Also used to control phragmite and vegetation in drainage ways and sedimentation basins.
 - ii. Roundup Pro at 2 quarts per acre and Garlon 4 Ultra at 7.26 ounces per acre to be used on Japanese knotweed to be applied from mid- August to mid-September.
 - iii. Garlon 3A at 3 quarts per acre and Escort XP at 0.4 ounce per acre to treat the growth of brush and vines in areas where desirable grass species must be retained.
 - iv. Krenite S at 1.5 gallons per 50 gallons of water for low volume ground application to control brush and vines from mid-July to early-fall color change.

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- v. Milestone at 4 ounces per acre plus Roundup Custom at 2 quarts per acre for control of woody and herbaceous plants; both pre and post-emergent control.
- vi. Polaris at 4 ounces per acre plus Roundup Custom at 2 quarts per acre for control of woody and herbaceous plants; both pre and post-emergent control in aquatic and terrestrial areas.
- vii. Vastlan at 2.25 quarts per acre plus Milestone at 4 ounces per acre plus a nonionic surfactant at 2 quarts per 100 gallons or at a rate recommended on the label plus a drift control agent at a rate recommended on the label.
- viii. A nonionic surfactant at 2 quarts per 100 gallons or the rate recommended on the label, plus a drift control agent at a rate recommended on the label shall be added to the above as directed by the Client Agency licensed Right of Way Supervisor.
- ix. Service Applications Under Guiderails:
 - a. Products for under Guiderails:
 - i. Usage will be as directed by the Client Agency's licensed representative and is based on a forty (40) gallon per acre rate or as otherwise specified
 - ii. Roundup Custom or approved and equivalent aquatic labeled equal at 2 quarts per acre.
 - iii. Roundup Pro or approved equal at 2 quarts per acre plus Esplanade 200SC at 5.0 ounces per acre plus Escort XP at 2.5 ounces per acre plus Milestone at 4 ounces per acre plus Plateau at 12 ounces per acre.
 - iv. Roundup Pro or approved equal at 2 quarts per acre plus Frequency at 8 ounces per acre plus Escort XP at 2.5 ounces per acre plus Milestone at 4 ounces per acre plus Plateau at 12 ounces per acre.
 - v. Polaris at 4 ounces per acre plus Esplanade 200SC at 5 ounces per acre plus Escort XP at 2.5 ounces per acre plus Milestone at 4 ounces per acre plus Plateau at 12 ounces per acre.
 - vi. Polaris at 4 ounces per acre plus Frequency at 8 ounces per acre plus Escort XP at 2.5 ounces per acre plus

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- Milestone at 4 ounces per acre plus Plateau at 12 ounces per acre.
- vii.** Matrix SG at 4.0 ounces per acre plus Esplanade 200SC at 4.0 ounces per acre plus Roundup Pro or approved equal at 2 quarts per acre.
 - viii.** Method 240SL at 8 ounces per acre plus Esplanade 200SC at 5.0 ounces per acre plus Roundup Pro or approved equal at 2 quarts per acre plus Escort XP at 2.15 ounces per acre.
 - ix.** MSO or approved equal nonionic surfactant at 4 quarts per 100 gallons or at the rate recommended on the label, plus a drift control agent added to the above mixes as directed by the Client Agency.
 - x.** Guiderail application will be made only with the equipment described in these specifications, unless authorized by the Client Agency.
 - xi.** The area of application for single-faced guiderail will be a swath 3 feet in width from approximately 1 foot in front of the post to approximately 2 feet behind the post, being sure to cover the area between the post and curb or gutter line where applicable, or as directed by the Client Agency.
 - xii.** Double-faced guiderail will receive an application of the spray solution specified to an area 1 foot outside each face to a total swath width of 4 feet.
 - xiii.** The following areas will be sprayed with the mainline and ramp operations using one (1) nozzle, raised median dividers, capped medians and capped nose areas.
 - xiv.** The application widths may be increased or decreased where conditions warrant, upon written approval of the Client Agency.
 - xv.** Herbicide will be sprayed within a 1-foot area around the base of individual light poles, sign supports delineators or other appurtenances located beyond the area covered during guiderail spraying.
 - xvi.** Client Agency may be present during the filling and mixing of various spray tanks.
- x.** Spot Application(s):

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- a. Spot application to areas include on shoulders, pavement expansion joints, paved islands, raised jersey barrier caps, at the base of Jersey barriers, stone blanket at the base of sound barrier walls, around the bases of light poles, sign supports, delineators, around highway appurtenances, poison ivy control, Japanese Bamboo, autumn olive and other vegetation control and other areas as directed by the Client Agency.
 - b. Includes all labor and equipment.
 - c. Spraying of brush on ledges, Poison Ivy, Bittersweet, Virginia Creeper and other vines shall be required approximately the third week in August through September.
- xi. Spray Bar, Handgun, or Backpack Application:**
- a. Operator will be on foot with sprayer handgun, backpack, or knapsack sprayers, tank mix or any other application system which has been reviewed and approved by the Client Agency.
 - b. Client Agency will determine the areas to be treated and the extent of coverage.
 - c. Work under this item will be programmed for continuity to maximize the actual spraying time.

H. PRICING SPECIFICATIONS:

1. Divided Highways:

i. Labor:

- a. Pricing includes all labor and equipment necessary to control vegetative growth as specified in Exhibit A.
- b. Pricing includes ramps from curb line on intersecting roads to main line connections resulting in a continuous application.
- c. Contractor shall provide two (2) trucks/crews for the entire Contract Term.

2. Secondary Highways:

- i. Pricing includes all labor, equipment, tools and Product(s).
- ii. Contractor shall provide a total of four (4) trucks/crews as follows:
 - a. Two (2) trucks/crews at Contract Effective Date.
 - b. Two (2) additional trucks/crews by June 30, 2019.

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3. Products:

- i. Pricing must be based on a 40 gallon per acre basis.

4. Specific Locations:

- i. Pricing must include all labor, equipment and tools for two (2) licensed applicators.

I. GEOGRAPHICAL LIMITS:

The geographical limits of each maintenance district are defined in the district location map attachment 1.

J. ADDITIONAL TERMS AND CONDITIONS:

1. Contract Separately/Additional Savings Opportunities:

DAS reserves the right to seek additional discounts from the Contractor **or** to contract separately for a single purchase, if in the judgment of DAS, the quantity required is sufficiently large enough to enable the State to realize a cost savings over and above the prices set forth in Exhibit B, whether or not such a savings actually occurs.

2. Subcontractors:

DAS must approve any and all subcontractors utilized by the Contractor in writing prior to any such subcontractor commencing any work. Contractor acknowledges that any work provided under the Contract to any state entity is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. Contractor shall be responsible for all payment or fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the Contractor to DAS upon request.

Contractor shall provide the majority of services described in the specifications.

3. Security and/or Property Entrance Policies and Procedures:

Contractor shall adhere to established security or property entrance policies and procedures or both for each requesting Client Agency. It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter any Client Agency premises for the purpose of carrying out the scope of work described in this Contract.

4. P-Card Purchasing MasterCard Credit Card

EXHIBIT A

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Purchases made by the Client Agency from the Contractor that are less than one thousand dollars (\$1,000.00) may be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller. Exceptions to this policy would be for purchases that must be approved using the Core 10 process, and for Contractors who do not accept credit cards and purchases to restock inventories carried in the Core-CT inventory module.

Contractor must be equipped to receive orders issued by the Client Agency using the MasterCard. The Contractor must be responsible for the credit card user-handling fee associated with MasterCard purchases. The Contractor must charge to the MasterCard only upon acceptance of Goods delivered to the Client Agency or the rendering of Services.

The Contractor must capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.

Questions regarding the state of Connecticut MasterCard Program may be directed to the Procurement Card Program Administrator at 860-713-5072.

5. Minimum Wage Rates

The wages paid to any mechanic, laborer or worker employed for the work covered in this contract shall be at a rate of wages customary or prevailing for the same work in the same trade or occupation and in the area in which Contract is to be performed. Payment shall be made to each employee engaged in work under this Contractor an amount not less than the wage rate set by category in accordance with wage schedule contained in ITB. In the event it becomes necessary for Contractor or any Subcontractor to employ any mechanic, laborer or worker in the trade or occupation for which no minimum wages is set forth, Contractor must immediately notify the Labor Commissioner, who will ascertain the minimum applicable wage rate from the time of the initial employment of the person affected and during the continuance of such employment. Every Contractor or Subcontractor performing work for the State is subject to the provisions noted herein, as determined by the Labor Commissioner, and shall post the prevailing wages in prominent and easily accessible places at work site. Information Bulletin #2 is included in ITB regarding CGS §31-55a. Questions regarding wage regulations should be directed to the State of Connecticut, Department of Labor ("DOL"), Division of Wage and Workplace Standards at 860 263-6790.

6. Standard Wages

Contractors shall comply with all provisions of Connecticut General Statutes 31-57f, Standard Wage Rates for Certain Service Workers and shall pay wages in accordance with the current wage rates provided by the Department of Labor. Information regarding this Statute and how and when it applies can be obtained from DOL's web site at:

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<http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm>.

Contractors shall refer to Exhibit D. for additional information.

7. Purchase Orders

Questions concerning purchase orders are to be directed to Client Agency's Processing Unit at 860 594-2070.

8. Invoices and Payments

The Client Agency's accounts payable unit through the State Comptroller's Office will issue payments. Payment and invoicing inquiries should be directed to the Client Agency's accounts payable unit at 860 594-2305.

All invoices must include:

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

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

State of Connecticut
Department of Transportation
Bureau of Finance and Administration
Attn: Accounts Payable SW1A
P.O. Box 317546
Newington CT 06131-7546

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

9. Payment Bond

Contractor may either provide a Payment Bond in the amount of 100% of each Purchase Order or a Payment Bond in the minimum amount of five million dollars (\$500,000.00). With regard to the latter Payment Bond, when the total value of the awarded work meets or exceeds the five million dollars (\$500,000.00) bond value, the bond requirement will be increased in minimum increments of one million dollars (\$100,000.00) beyond the value listed on the current bond. The Client

EXHIBIT A

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Agency shall notify the Contractor when a new bond is required. The required bond must be received prior to the Purchase Order being issued. Failure to submit bond in a form satisfactory to the Client Agency prior to the Purchase Order being issued will result in the Client Agency issuing the Purchase Order to the next lowest Contractor responsive to Client Agency's bond request.

The payment bond requirements may be waived for companies that manufacture and supply their own material and do not purchase materials required for Performance of the Contract from any third party source. Appropriate documentation must be supplied with each project bid to establish the basis upon which to request a waiver of the payment bond.

Such bonds must meet the following requirements:

1. Corporation: The bond must be signed by an official of the Corporation above his official title and the corporate seal must be affixed over his signature.
2. Firm or Partnership: The bond must be signed by all the partners and indicate they are "Doing Business As (name of firm)".
3. Individual: The bond must be signed by the individual owning the business and indicated "Owner".
4. The surety company executing the bond must be licensed to do business in the State of Connecticut, or the bond must be countersigned by a company so licensed.
5. The bond must be signed by an official of the surety company and the corporate seal must be affixed over his or her signature.
6. Signature of two (2) witnesses for both principal and the surety must appear on the bond.
7. A power of attorney for the official signing of the bond for the surety company must be submitted with the bond, unless such power of attorney has previously been filed with the Client Agency.

Re-insurance arrangements are not acceptable to meet payment bond requirements. A maximum of one (1) co-surety is acceptable for a payment bond. Be advised that Client Agency, as obligee, shall hold all surety companies which execute payment bonds as co-sureties, jointly and severally liable for the entire obligation set forth by such bonds. Sureties are not allowed to limit their interest in such bonds.

Other offers of surety will be reviewed on a case by case basis and approved or disapproved at the sole discretion of the Client Agency.

PARTY FOR NOTICE:

State of Connecticut
Department of Transportation
Division of Purchasing and Materials Management
2800 Berlin Turnpike
Newington CT 06111

PROPOSER'S NAME: All Habitat Services, LLC

Item No.	Description of Commodity and/or Services	Unit of Measure	DIST. 1	DIST. 2	DIST. 3	DIST. 4
			Price	Price	Price	Price
DIVIDED HIGHWAYS						
1						
1a	Labor with Traffic Control - Two Lane Secondary	Per Acre	\$163.55	\$163.55	\$163.55	\$163.55
1b	Labor with Traffic Control - Multilane Highway	Per Acre	\$230.00	\$230.00	\$230.00	\$230.00
1c	Labor without Traffic Control	Per Acre	\$140.60	\$140.60	\$140.60	\$140.60
CHEMICALS (Tank Mixed or Computerized Inline Injection Mixing)						
		Unit of Measure	PRICE			
1d	Roundup Custom at 2 quarts per acre	40 Gallon per acre	\$30.56			
1e	Roundup Pro or approved equal at 2 quarts per acre plus Esplanade 200 SC at 5 ounces per acre plus Escort XP at 2.5 ounces per acre plus Milestone at 4 ounces per acre plus Plateau at 12 ounces per acre.	40 Gallon per acre	\$130.26			
1f	Roundup Pro or approved equal at 2 quarts per acre plus Frequency at 8.0 ounces per acre plus Escort XP at 2.5 ounces per acre plus Plateau at 12 ounces per acre.	40 Gallon per acre	\$127.15			
1g	Matrix SG at 4.0 ounces per acre plus Esplanade 200SC at 4.0 ounces per acre plus Roundup Pro or approved equal at 2 quarts per acre.	40 Gallon per acre	\$159.17			
1h	Method 240SL at 8 ounces per acre Esplanade 200SC at 5.0 ounces per acre plus Roundup Pro or approved equal at 2 quarts per acre plus Escort XP at 2.15 ounces per acre.	40 Gallon per acre	\$126.48			
1i	Polaris at 4.0 ounces per acre plus Esplanade 200SC at 5 ounces per acre plus Escort XP at 2.5 ounces per acre plus Milestone at 4 ounces per acre plus Plateau at 12 ounces per acre.	40 Gallon per acre	\$120.08			
1j	Polaris at 4.0 ounces per acre plus Frequency at 8 ounces per acre plus Escort XP at 2.5 ounces per acre plus Milestone at 4 ounces per acre plus Plateau at 12 ounces per acre.	40 Gallon per acre	\$129.95			
1k	Cost Plus Percentage for Items not listed above.				10%	

Item No.	Description of Commodity and/or Services	Unit of Measure	DIST. 1	DIST. 2	DIST. 3	DIST. 4
			Price	Price	Price	Price
SECONDARY HIGHWAYS Price to include Traffic Control and Chemicals						
CHEMICALS (Tank Mixed or Computerized Inline Injection Mixing)						
2a	Roundup Custom at 2 quarts per acre	40 Gal. per Acre	\$143.04	\$143.04	\$143.04	\$143.04
2b	Roundup Pro or approved equal at 2 quarts per acre plus Esplanade 200 SC at 5 ounces per acre plus Escort XP at 2.5 ounces per acre plus Milestone at 4 ounces per acre plus Plateau at 12 ounces per acre.	40 Gal. per Acre	\$248.39	\$248.39	\$248.39	\$248.39
2c	Roundup Pro or approved equal at 2 quarts per acre plus Frequency at 8.0 ounces per acre plus Escort XP at 2.5 ounces per acre plus Milestone at 4 ounces per acre plus Plateau at 12 ounces per acre.	40 Gal. per Acre	\$239.63	\$239.63	\$239.63	\$239.63
2d	Matrix SG at 4.0 ounces per acre plus Esplanade 200SC at 4.0 ounces per acre plus Roundup Pro or approved equal at 2 quarts per acre.	40 Gal. per Acre	\$271.65	\$271.65	\$271.65	\$271.65
2e	Polaris at 4 ounces per acre plus Esplanade 200 SC at 5 ounces per acre plus Escort XP at 2.5 ounces per acre plus Milestone at 4 ounces per acre plus Plateau at 12 ounces per acre	40 Gal. per Acre	\$232.56	\$232.56	\$232.56	\$232.56
2f	Polaris at 4 ounces per acre plus Frequency at 8 ounces per acre plus Escort XP at 2.5 ounces per acre plus Milestone at 4 ounces per acre plus Plateau at 12 ounces per acre	40 Gal. per Acre	\$242.43	\$242.43	\$242.43	\$242.43
2g	Cost Plus Percentage for Items not listed above.				10%	

Item No.	Description of Commodity and/or Services	Unit of Measure	DIST. 1	DIST. 2	DIST. 3	DIST. 4
			Price	Price	Price	Price
SPECIFIC LOCATIONS (Price to include Labor of two (2) Licensed Applicators, all Equipment and Tools)						
3a	Knapsack/Backpack Application					
	TYPE: <u>Birchmeier/Solo</u> TANK SIZE <u>3.5 Gals</u> UNITS AVAILABLE: <u>10</u>	Per Acre	\$112.48	\$112.48	\$112.48	\$112.48
3b	Truck Tank Application					
	TYPE: <u>Truck Mounted System</u> TANK SIZE <u>500 Gals</u> UNITS AVAILABLE: <u>2</u>	Per Acre	\$112.48	\$112.48	\$112.48	\$112.48
CHEMICALS						
3c	Roundup Custom at 2 quarts per acre plus a nonionic surfactant at 2 quarts per 100 gallons or at a rate recommended on the label plus a drift control agent at a rate recommended on the label.	40 Gal. per Acre	\$20.58	\$20.58	\$20.58	\$20.58
3d	Roundup Pro or approved equal at 2 quarts per acre plus Garlon 4 Ultra at 7.26 ounces per acre plus a nonionic surfactant at 2 quarts per 100 gallons or at a rate recommended on the label plus a drift control agent at a rate recommended on the label.	40 Gal. per Acre	\$23.75	\$23.75	\$23.75	\$23.75
3e	Garlon 3A at 3 quarts per acre plus Escort XP at .5 ounces per acre plus a nonionic surfactant at 2 quarts per 100 gallons or at a rate recommended on the label plus a drift control agent at a rate recommended on the label.	40 Gal. per Acre	\$65.63	\$65.63	\$65.63	\$65.63
3f	Krenite S at 1.5 gallons per 50 gallons of water plus a nonionic surfactant at 2 quarts per 100 gallons or at a rate recommended on the label plus a drift control agent at a rate recommended on the label.	40 Gal. per Acre	\$138.15	\$138.15	\$138.15	\$138.15
3g	Milestone at 4 ounces per acre plus Roundup Custom at 2 quarts per acre plus a nonionic surfactant at 2 quarts per 100 gallons or at a rate recommended on the label plus a drift control agent at a rate recommended on the label.	40 Gal. per Acre	\$33.57	\$33.57	\$33.57	\$33.57
3h	Polaris at 4.0 ounces per acre plus Roundup Custom at 2 quarts per acre plus a nonionic surfactant at 2 quarts per 100 gallons or at a rate recommended on the label plus a drift control agent at a rate recommended on the label.	40 Gal. per Acre	\$20.77	\$20.77	\$20.77	\$20.77
3i	Vastlan at 2.25 quarts per acre plus Milestone at 4 ounces per acre plus a nonionic surfactant at 2 quarts per 100 gallons or at a rate recommended on the label plus a drift control agent at a rate recommended on the label	40 Gal. per Acre	\$88.27	\$88.27	\$88.27	\$88.27



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(G)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

Civil Penalties – Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties – Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

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

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

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

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

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

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

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

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

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

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

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

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

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

Contract # **19PSX0028**
R - New 10/2/15

EXHIBIT D
STANDARD WAGE RATES

Information concerning Section 31-57f of the Connecticut General Statutes and when it applies may be obtained from the Connecticut Department of Labor's web site, which may currently be accessed at <http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm>.

Questions concerning Standard Wage Rates should be addressed to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06106-1114, 860/263-6790.

**Standard Wage Rates Determination
for Certain Service Workers**

S 25706

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

By virtue of the authority vested in the Labor Commissioner under provisions of Connecticut General Statutes, Section 31-57f, as amended by Public Act 09-183 the following have been determined to be the minimum rates for each classification adopted from the federal Register of Wage Determinations under the Service Contract Act, Title 29, Part 4 plus benefit rate to cover the cost of any health, welfare, and retirement plans.

Project Number:

Town: Statewide

Project: Vegetation Managements On Statewide Dividend Highways And Secondary Roads

OCCUPATIONAL TITLE	Minimum Hourly Rate	Benefit Rate
Assembler	\$11.29	3.38
Baker	\$14.94	4.49
Bartender	\$10.10	3.03
Boiler Tender	\$29.27	8.78
Carpenter, Maintenance	\$26.52	7.95
Cashier	\$10.95	3.28
Cleaner, Heavy** Hired after July 1, 2009	\$16.20	7.25 + a
Cleaner, Light** Hired after July 1, 2009	\$15.90	7.25 + a
Cleaner, Vehicles	\$13.18	3.95
Cook I	\$17.31	5.19

As of: Tuesday, February 26, 2019

Project: Vegetation Managements On Statewide Dividend Highways And Secondary Roads

Cook II	\$18.73	5.61
Counter Attendant	\$11.29	3.38
Dry Cleaner	\$13.14	3.95
Electrician, Maintenance	\$26.58	7.97
Elevator Operator	\$15.75	4.72
Fast Food Shift Leader	\$10.87	3.27
Fast Food Worker	\$10.10	3.03
Food Service Worker	\$11.56	3.46
Furniture Handler ~ Hired prior to July 1, 2009	\$16.51	7.25 + a
Furniture Handler**Hired after July 1, 2009	\$16.30	7.25 + a
Gardner	\$17.12	5.14
General Maintenance Worker	\$21.95	6.58
Guard I	\$15.19	4.55
Guard II	\$20.45	6.13
HVAC	\$28.78	8.63
Janitor* ~ Hired prior to July 1, 2009	\$15.75	7.25 + a

As of: Tuesday, February 26, 2019

Project: Vegetation Managements On Statewide Dividend Highways And Secondary Roads

Janitor** Hired after July 1, 2009		N/A
Laborer**Hired after July 1, 2009		N/A
Laborer*Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance* Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance** Hired after July 1, 2009		N/A
Locksmith	\$28.38	8.51
Maid or Houseman	\$12.68	3.80
Meat Cutter	\$20.84	6.25
Painter, Maintenance	\$23.07	6.93
Parking Lot Attendant	\$11.28	3.38
Pest Controller	\$18.70	5.61
Pipefitter, Maintenance	\$30.87	9.26
Plumber, Maintenance	\$29.77	8.93
Presser, Hand	\$11.29	3.38
Presser, Machine, Drycleaning	\$11.29	3.38
Presser, Machine, Shirts	\$11.29	3.38

As of: Tuesday, February 26, 2019

Project: Vegetation Managements On Statewide Dividend Highways And Secondary Roads

Presser, Machine, Wearing Apparel, Laundry	\$11.29	3.38
Refuse Collector	\$19.41	5.82
Sheet Metal Worker, Maintenance	\$28.97	8.69
Stationary Engineer	\$29.27	8.78
Tractor Operator	\$16.33	4.90
Truck Driver and Snowplow Driver, Heavy Truck - Straight truck, over 4 tons, usually 10 wheels, Bobcat, Front End	\$23.11	6.93
Truck Driver and Snowplow Driver, Light Truck - Straight truck, under 1 1/2 tons, usually 4 wheels	\$16.73	5.01
Truck Driver and Snowplow Driver, Medium Truck - Straight truck, 1 1/2 to 4 tons inclusive, usually 6 wheels	\$20.26	6.08
Vending Machine Attendant	\$19.20	5.76
Ventilation Equipment Tender	\$23.99	7.19
Waiter/Waitress	\$11.54	3.47
Washer, Machine	\$11.86	3.55
Window Cleaner ~ Hired prior to July 1, 2009	\$17.26	7.25 + a
Window Cleaner** Hired after July 1, 2009	\$20.23	7.25 + a

As of: Tuesday, February 26, 2019

Project: Vegetation Managements On Statewide Dividend Highways And Secondary Roads

* Pursuant to Public Act 09-183 any grounds maintenance laborer or laborer hired prior to July 1, 2009 shall be classified as a janitor.

** Pursuant to Public Act 09-183, any grounds maintenance laborer, laborer or janitor hired after July 1, 2009 shall be classified as a light cleaner, heavy cleaner, furniture handler or window cleaner as appropriate.

~FOOTNOTES~

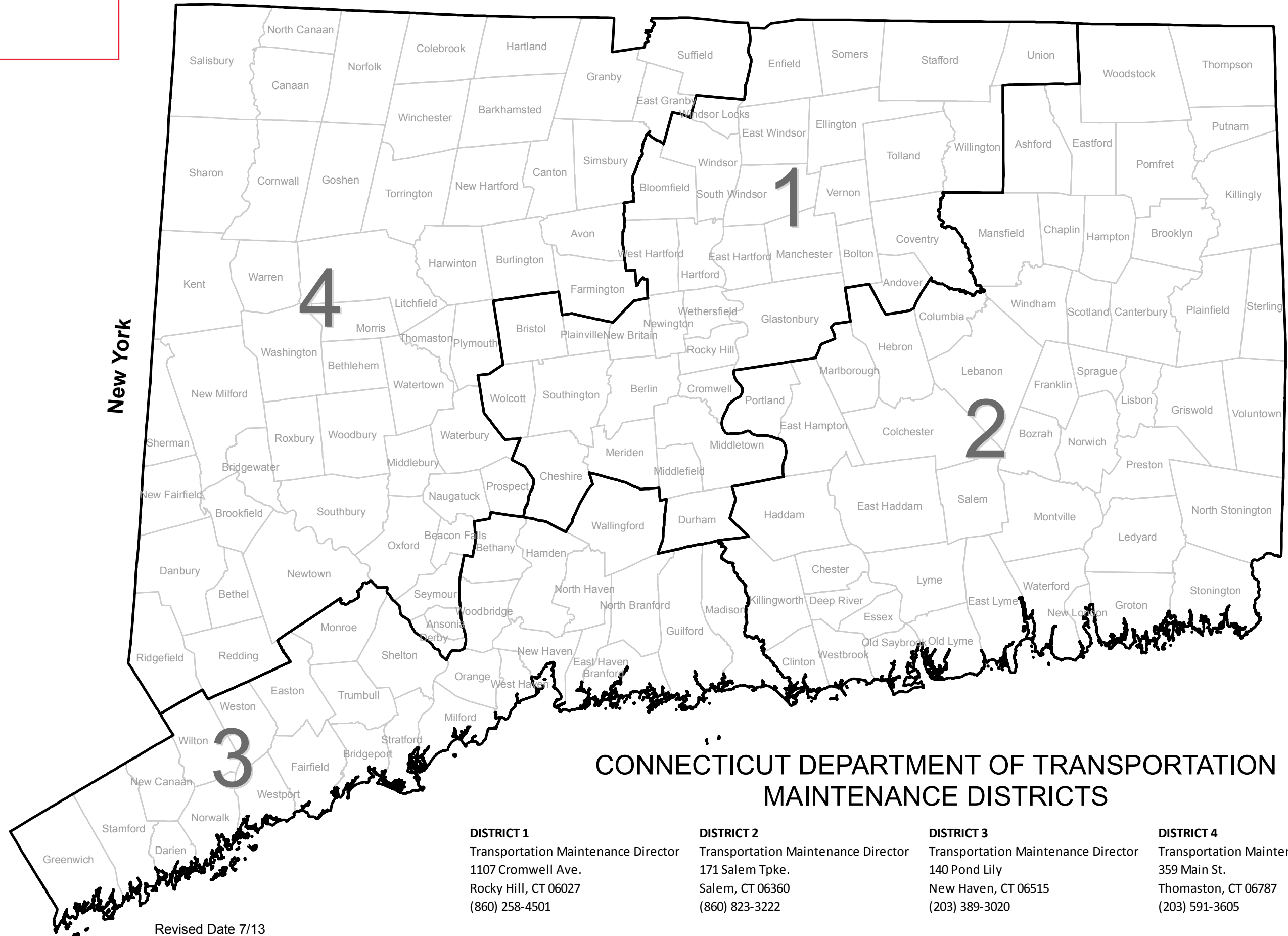
Health and Welfare \$5.97 per hour on January 1, 2016.

a. Vacation, holiday, and personal days to be determined by seniority based on the collective bargaining agreement covering the largest member of hourly non-supervisor employees employed within Hartford County (refer to the Fringe Benefit Calculation Chart).

Please direct any questions which you may have pertaining to this matter to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of: Tuesday, February 26, 2019

Massachusetts



CONNECTICUT DEPARTMENT OF TRANSPORTATION MAINTENANCE DISTRICTS

WORK ZONE TRAFFIC CONTROL OPERATIONS

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

TRAFFIC CONTROL PATTERNS

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

- Speed and volume of traffic
- Duration of operation
- Exposure to hazards

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

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

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

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

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

Typical traffic control plans 19 through 25 may be used for moving operations such as line striping, pot hole patching, mowing, or sweeping when it is necessary for equipment to occupy a travel lane.

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

Although each situation must be dealt with individually, conformity with the typical traffic control plans contained herein is required. In a situation not adequately covered by the typical traffic control plans, the Contractor must contact the Engineer for assistance prior to setting up a traffic control pattern.

PLACEMENT OF SIGNS

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

ALLOWABLE ADJUSTMENT OF SIGNS AND DEVICES SHOWN ON THE TRAFFIC CONTROL PLANS

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

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

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

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

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

TABLE I – MINIMUM TAPER LENGTHS

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

SECTION 1. WORK ZONE SAFETY MEETINGS

- 1.a) Prior to the commencement of work, a work zone safety meeting will be conducted with representatives of DOT Construction, Connecticut State Police (Local Barracks), Municipal Police, the Contractor (Project Superintendent) and the Traffic Control Subcontractor (if different than the prime Contractor) to review the traffic operations, lines of responsibility, and operating guidelines which will be used on the project. Other work zone safety meetings during the course of the project should be scheduled as needed.
- 1.b) A Work Zone Safety Meeting Agenda shall be developed and used at the meeting to outline the anticipated traffic control issues during the construction of this project. Any issues that can't be resolved at these meetings will be brought to the attention of the District Engineer and the Office of Construction. The agenda should include:
- Review Project scope of work and time
 - Review pertinent contract plans and requirements related to work zone traffic control operations.
 - Review FORM 817, Section 9.70, Trafficpersons
 - Review FORM 817, Section 9.71, Maintenance and Protection of Traffic
 - Review Contractor's schedule and method of operations.
 - Review areas of special concern: ramps, turning roadways, medians, lane drops, etc.
 - Open discussion of work zone questions and issues
 - Discussion of review and approval process for changes in contract requirements as they relate to work zone areas

SECTION 2. GENERAL

- 2.a) If the required minimum number of signs and equipment (i.e. one High Mounted Internally Illuminated Flashing Arrow for each lane closed, two TMAs, Changeable Message Sign, etc.) are not available; the traffic control pattern shall not be installed.
- 2.b) The Contractor shall have back-up equipment (TMAs, High Mounted Internally Illuminated Flashing Arrow, Changeable Message Sign, construction signs, cones/drums, etc.) available at all times in case of mechanical failures, etc. The only exception to this is in the case of sudden equipment breakdowns in which the pattern may be installed but the Contractor must provide replacement equipment within 24 hours.
- 2.c) Failure of the Contractor to have the required minimum number of signs, personnel and equipment, which results in the pattern not being installed, shall not be a reason for a time extension or claim for loss time.
- 2.d) In cases of legitimate differences of opinion between the Contractor and the Inspection staff, the Inspection staff shall err on the side of safety. The matter shall be brought to

the District Office for resolution immediately or, in the case of work after regular business hours, on the next business day.

SECTION 3. INSTALLING AND REMOVING TRAFFIC CONTROL PATTERNS

- 3.a) Lane Closures shall be installed beginning with the advance warning signs and proceeding forward toward the work area.
- 3.b) Lane Closures shall be removed in the reverse order, beginning at the work area, or end of the traffic control pattern, and proceeding back toward the advance warningsigns.
- 3.c) Stopping traffic may be allowed:
- As per the contract for such activities as blasting, steel erection, etc.
 - During paving, milling operations, etc. where, in the middle of the operation, it is necessary to flip the pattern to complete the operation on the other half of the roadway and traffic should not travel across the longitudinal joint or difference in roadway elevation.
 - To move slow moving equipment across live traffic lanes into the work area.
- 3.d) Under certain situations when the safety of the traveling public and/or that of the workers may be compromised due to conditions such as traffic volume, speed, roadside obstructions, or sight line deficiencies, as determined by the Engineer and/or State Police, traffic may be briefly impeded while installing and/or removing the advance warning signs and the first ten traffic cones/drums only. Appropriate measures shall be taken to safely slow traffic. If required, traffic slowing techniques may be used and shall include the use of Truck Mounted Impact Attenuators (TMAs) as appropriate, for a minimum of one mile in advance of the pattern starting point. Once the advance warning signs and the first ten traffic cones/drums are installed/removed, the TMAs and sign crew shall continue to install/remove the pattern as described in Section 5 and traffic shall be allowed to resume their normal travel.
- 3.e) The Contractor must adhere to using the proper signs, placing the signs correctly, and ensuring the proper spacing of signs.
- 3.f) Additional devices are required on entrance ramps, exit ramps, and intersecting roads to warn and/or move traffic into the proper travel path prior to merging/exiting with/from the main line traffic. This shall be completed before installing the mainline pattern past the ramp or intersecting roadway.
- 3.g) Prior to installing a pattern, any conflicting existing signs shall be covered with an opaque material. Once the pattern is removed, the existing signs shall beuncovered.

- 3.h) On limited access roadways, workers are prohibited from crossing the travel lanes to install and remove signs or other devices on the opposite side of the roadway. Any signs or devices on the opposite side of the roadway shall be installed and removed separately.

SECTION 4. USE OF HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

- 4.a) On limited access roadways, one Flashing Arrow shall be used for each lane that is closed. The Flashing Arrow shall be installed concurrently with the installation of the traffic control pattern and its placement shall be as shown on the traffic control plan. For multiple lane closures, one Flashing Arrow is required for each lane closed. If conditions warrant, additional Flashing Arrows should be employed (i.e.: curves, major ramps, etc.).
- 4.b) On non-limited access roadways, the use of a Flashing Arrow for lane closures is optional. The roadway geometry, sight line distance, and traffic volume should be considered in the decision to use the Flashing Arrow.
- 4.c) The Flashing Arrow shall not be used on two lane, two-way roadways for temporary alternating one-way traffic operations.
- 4.d) The Flashing Arrow board display shall be in the “arrow” mode for lane closure tapers and in the “caution” mode (four corners) for shoulder work, blocking the shoulder, or roadside work near the shoulder. The Flashing Arrow shall be in the “caution” mode when it is positioned in the closed lane.
- 4.e) The Flashing Arrow shall not be used on a multi-lane roadway to laterally shift all lanes of traffic, because unnecessary lane changing may result.

SECTION 5. USE OF TRUCK MOUNTED IMPACT ATTENUATOR VEHICLES (TMAs)

- 5.a) For lane closures on limited access roadways, a minimum of two TMAs shall be used to install and remove traffic control patterns. If two TMAs are not available, the pattern shall not be installed.
- 5.b) On non-limited access roadways, the use of TMAs to install and remove patterns closing a lane(s) is optional. The roadway geometry, sight line distance, and traffic volume should be considered in the decision to utilize the TMAs.
- 5.c) Generally, to establish the advance and transition signing, one TMA shall be placed on the shoulder and the second TMA shall be approximately 1,000 feet ahead blocking the lane. The flashing arrow board mounted on the TMA should be in the “flashing arrow” mode when taking the lane. The sign truck and workers should be immediately ahead of

the second TMA. In no case shall the TMA be used as the sign truck or a work truck. Once the transition is in place, the TMAs shall travel in the closed lane until all Changeable Message Signs, signs, Flashing Arrows, and cones/drums are installed. The flashing arrow board mounted on the TMA should be in the “caution” mode when traveling in the closed lane.

- 5.d) A TMA shall be placed prior to the first work area in the pattern. If there are multiple work areas within the same pattern, then additional TMAs shall be positioned at each additional work area as needed. The flashing arrow board mounted on the TMA should be in the “caution” mode when in the closed lane.
- 5.e) TMAs shall be positioned a sufficient distance prior to the workers or equipment being protected to allow for appropriate vehicle roll-ahead in the event that the TMA is hit, but not so far that an errant vehicle could travel around the TMA and into the work area. For additional placement and use details, refer to the specification entitled “Type ‘D’ Portable Impact Attenuation System”. Some operations, such as paving and concrete repairs, do not allow for placement of the TMA(s) within the specified distances. In these situations, the TMA(s) should be placed at the beginning of the work area and shall be advanced as the paving or concrete operations proceed.

SECTION 6. USE OF TRAFFIC DRUMS AND TRAFFIC CONES

- 6.a) Traffic drums shall be used for taper channelization on limited-access roadways, ramps, and turning roadways and to delineate raised catch basins and other hazards.
- 6.b) Traffic drums shall be used in place of traffic cones in traffic control patterns that are in effect for more than a 36-hour duration.
- 6.c) Traffic Cones less than 42 inches in height shall not be used on limited-access roadways or on non-limited access roadways with a posted speed limit of 45 mph and above.
- 6.d) Typical spacing of traffic drums and/or cones shown on the Traffic Control Plans in the Contract are maximum spacings and may be reduced to meet actual field conditions as required.

SECTION 7. USE OF (REMOTE CONTROLLED) CHANGEABLE MESSAGE SIGNS (CMS)

- 7.a) For lane closures on limited access roadways, one CMS shall be used in advance of the traffic control pattern. Prior to installing the pattern, the CMS shall be installed and in operation, displaying the appropriate lane closure information (i.e.: Left Lane Closed - Merge Right). The CMS shall be positioned ½ - 1 mile ahead of the lane closure taper. If the nearest Exit ramp is greater than the specified ½ - 1 mile distance, than an additional CMS shall be positioned a sufficient distance ahead of the Exit ramp to alert motorists to the work and therefore offer them an opportunity to take the exit.
- 7.b) CMS should not be installed within 1000 feet of an existing CMS.
- 7.c) On non-limited access roadways, the use of CMS for lane closures is optional. The roadway geometry, sight line distance, and traffic volume should be considered in the decision to use the CMS.
- 7.d) The advance CMS is typically placed off the right shoulder, 5 feet from the edge of pavement. In areas where the CMS cannot be placed beyond the edge of pavement, it may be placed on the paved shoulder with a minimum of five (5) traffic drums placed in a taper in front of it to delineate its position. The advance CMS shall be adequately protected if it is used for a continuous duration of 36 hours or more.
- 7.e) When the CMS are no longer required, they should be removed from the clear zone and have the display screen cleared and turned 90° away from the roadway.
- 7.f) The CMS generally should not be used for generic messages (ex: Road Work Ahead, Bump Ahead, Gravel Road, etc.).
- 7.g) The CMS should be used for specific situations that need to command the motorist's attention which cannot be conveyed with standard construction signs (Examples include: Exit 34 Closed Sat/Sun - Use Exit 35, All Lanes Closed - Use Shoulder, Workers on Road - Slow Down).
- 7.h) Messages that need to be displayed for long periods of time, such as during stage construction, should be displayed with construction signs.
- 7.i) No more than two (2) displays shall be used within any message cycle and the frame time needs to be 3 seconds per frame.
- 7.j) The messages that are allowed on the CMS are as follows:

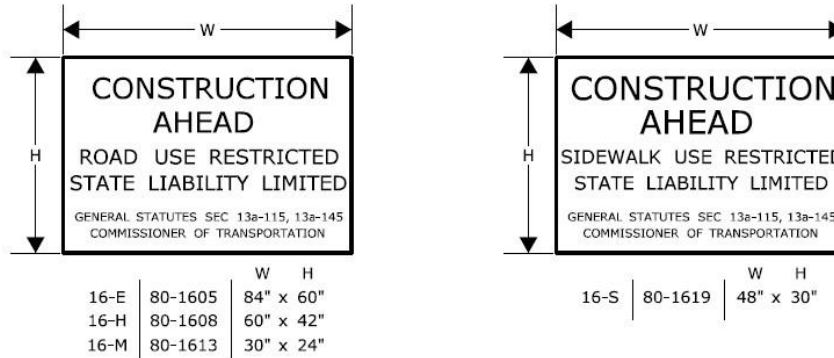
<u>Message No.</u>	<u>Frame 1</u>	<u>Frame 2</u>	<u>Message No.</u>	<u>Frame 1</u>	<u>Frame 2</u>
1	LEFT LANE CLOSED	MERGE RIGHT	9	LANES CLOSED AHEAD	REDUCE SPEED
2	2 LEFT LANES CLOSED	MERGE RIGHT	10	LANES CLOSED AHEAD	USE CAUTION
3	LEFT LANE CLOSED	REDUCE SPEED	11	WORKERS ON ROAD	REDUCE SPEED
4	2 LEFT LANES CLOSED	REDUCE SPEED	12	WORKERS ON ROAD	SLOW DOWN
5	RIGHT LANE CLOSED	MERGE LEFT	13	EXIT XX CLOSED	USE EXIT YY
6	2 RIGHT LANES CLOSED	MERGE LEFT	14	EXIT XX CLOSED USE YY	FOLLOW DETOUR
7	RIGHT LANE CLOSED	REDUCE SPEED	15	2 LANES SHIFT AHEAD	USE CAUTION
8	2 RIGHT LANES CLOSED	REDUCE SPEED	16	3 LANES SHIFT AHEAD	USE CAUTION

For any other message(s), approval must be received from the Office of Construction prior to their use. No more than two (2) displays shall be used within any message cycle.

SECTION 8. USE OF STATE POLICE OFFICERS

- 8.a) State Police may be utilized only on limited access highways and secondary roadways under their primary jurisdiction. One Officer may be used per critical sign pattern. Shoulder closures and right lane closures can generally be implemented without the presence of a State Police Officer. Likewise in areas with moderate traffic and wide, unobstructed medians, left lane closures can be implemented without State Police presence. Under some situations it may be desirable to have State Police presence, when one is available. Examples of this include: nighttime lane closures; left lane closures with minimal width for setting up advance signs and staging; lane and shoulder closures on turning roadways/ramps or mainline where sight distance is minimal; and closures where extensive turning movements or traffic congestion regularly occur, however they are not required.
- 8.b) Once the pattern is in place, the State Police Officer should be positioned in a non-hazardous location in advance of the pattern. If traffic backs up beyond the beginning of the pattern, then the State Police Officer shall be repositioned prior to the backup to give warning to the oncoming motorists. The State Police Officer and TMA should not be in proximity to each other.
- 8.c) Other functions of the State Police Officer(s) may include:
- Assisting entering/exiting construction vehicles within the work area.
 - Enforcement of speed and other motor vehicle laws within the work area, if specifically requested by the project.
- 8.d) State Police Officers assigned to a work site are to only take direction from ConnDOT.

SERIES 16 SIGNS



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

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

THE LOCATION OF SERIES 16 SIGNS CAN BE FOUND ELSEWHERE IN THE PLANS OR INSTALLED AS DIRECTED BY THE ENGINEER.

SIGNS 16-E AND 16-H SHALL BE POST-MOUNTED.

SIGN 16-E SHALL BE USED ON ALL EXPRESSWAYS.

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

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

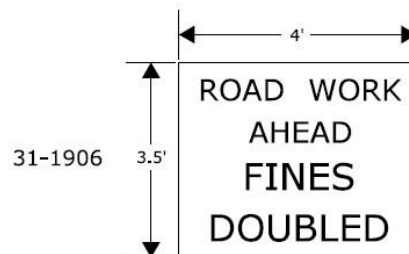
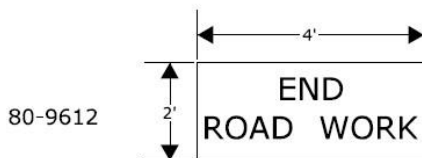
REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED"

THE REGULATORY SIGN "ROAD WORK AHEAD FINES DOUBLED" SHALL BE INSTALLED FOR ALL WORK ZONES THAT OCCUR ON ANY STATE HIGHWAY IN CONNECTICUT WHERE THERE ARE WORKERS ON THE HIGHWAY OR WHEN THERE IS OTHER THAN EXISTING TRAFFIC OPERATIONS.

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

"END ROAD WORK" SIGN

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



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN
REQUIRED SIGNS

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

Charles S. Harlow
Charles S. Harlow
2012.06.05 11:35:43-04'00'
PRINCIPAL ENGINEER

NOTES FOR TRAFFIC CONTROL PLANS

1. IF A TRAFFIC STOPPAGE OCCURS IN ADVANCE OF SIGN (A), THEN AN ADDITIONAL SIGN (A) SHALL BE INSTALLED IN ADVANCE OF THE STOPPAGE.
2. SIGNS (AA), (A), AND (D) SHOULD BE OMITTED WHEN THESE SIGNS HAVE ALREADY BEEN INSTALLED TO DESIGNATE A LARGER WORK ZONE THAN THE WORK ZONE THAT IS ENCOMPASSED ON THIS PLAN.
3. SEE TABLE 1 FOR ADJUSTMENT OF TAPERS IF NECESSARY.
4. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN TRAFFIC DRUMS SHALL BE USED IN PLACE OF TRAFFIC CONES.
5. ANY LEGAL SPEED LIMIT SIGNS WITHIN THE LIMITS OF A ROADWAY / LANE CLOSURE AREA SHALL BE COVERED WITH AN OPAQUE MATERIAL WHILE THE CLOSURE IS IN EFFECT, AND UNCOVERED WHEN THE ROADWAY / LANE CLOSURE IS RE-OPENED TO ALL LANES OF TRAFFIC.
6. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN ANY EXISTING CONFLICTING PAVEMENT MARKINGS SHALL BE ERADICATED OR COVERED, AND TEMPORARY PAVEMENT MARKINGS THAT DELINEATE THE PROPER TRAVELPATHS SHALL BE INSTALLED.
7. DISTANCES BETWEEN SIGNS IN THE ADVANCE WARNING AREA MAY BE REDUCED TO 100' ON LOW-SPEED URBAN ROADS (SPEED LIMIT < 40 MPH).
8. IF THIS PLAN IS TO REMAIN IN OPERATION DURING THE HOURS OF DARKNESS, INSTALL BARRICADE WARNING LIGHTS - HIGH INTENSITY ON ALL POST-MOUNTED DIAMOND SIGNS IN THE ADVANCE WARNING AREA.
9. A CHANGEABLE MESSAGE SIGN SHALL BE INSTALLED ONE HALF TO ONE MILE IN ADVANCE OF THE LANE CLOSURE TAPER.
10. SIGN (P) SHALL BE MOUNTED A MINIMUM OF 7 FEET FROM THE PAVEMENT SURFACE TO THE BOTTOM OF THE SIGN.

TABLE 1 - MINIMUM TAPER LENGTHS

POSTED SPEED LIMIT (MILES PER HOUR)	MINIMUM TAPER LENGTH FOR A SINGLE LANE CLOSURE
30 OR LESS	180' (55m)
35	250' (75m)
40	320' (100m)
45	540' (165m)
50	600' (180m)
55	660' (200m)
65	780' (240m)

METRIC CONVERSION CHART (1" = 25mm)

ENGLISH	METRIC	ENGLISH	METRIC	ENGLISH	METRIC
12"	300mm	42"	1050mm	72"	1800mm
18"	450mm	48"	1200mm	78"	1950mm
24"	600mm	54"	1350mm	84"	2100mm
30"	750mm	60"	1500mm	90"	2250mm
36"	900mm	66"	1650mm	96"	2400mm



SCALE: NONE

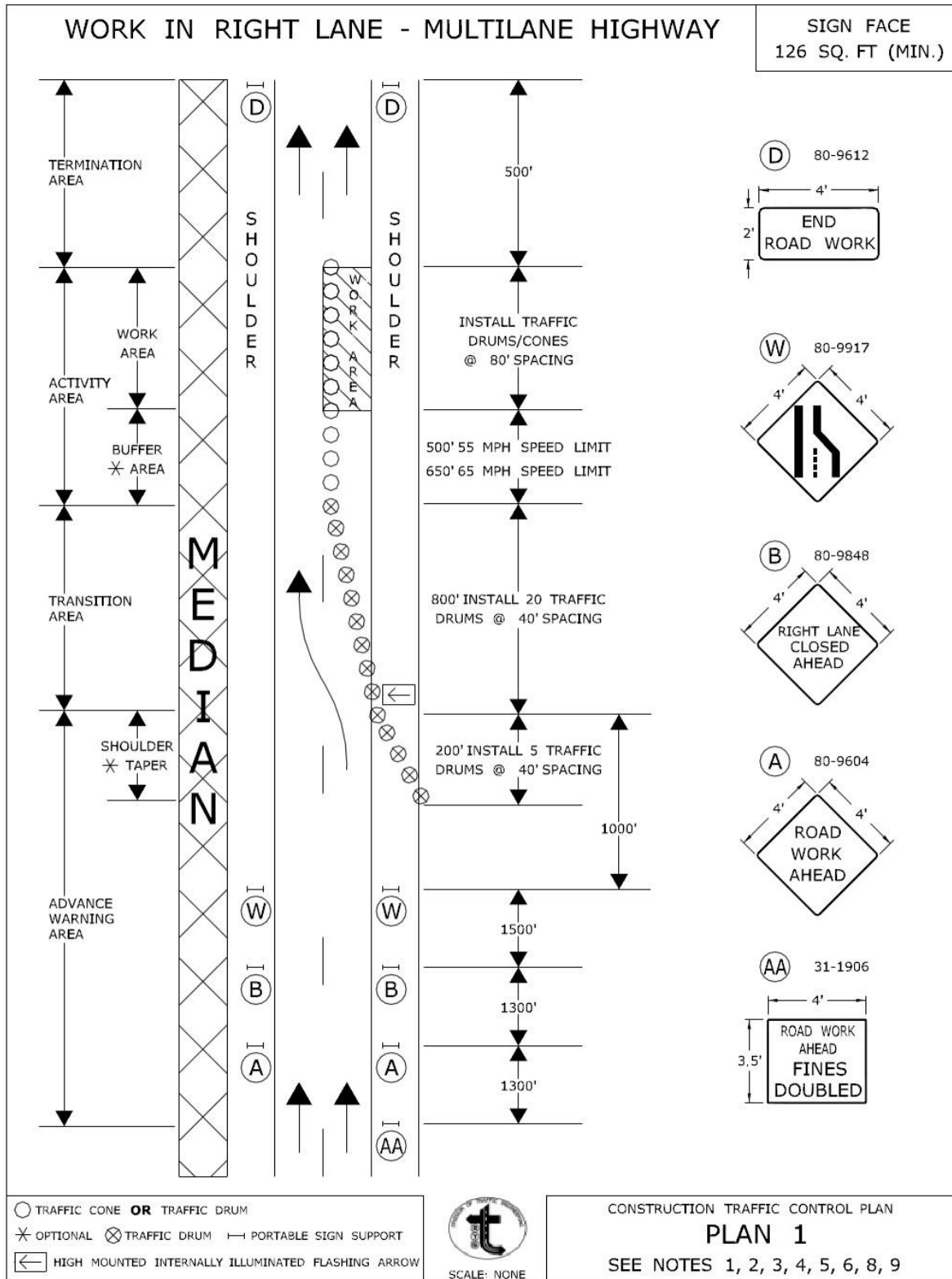
CONSTRUCTION TRAFFIC CONTROL PLAN NOTES

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

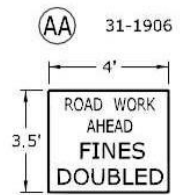
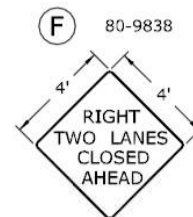
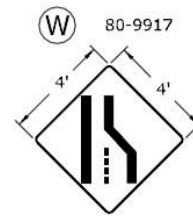
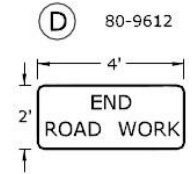
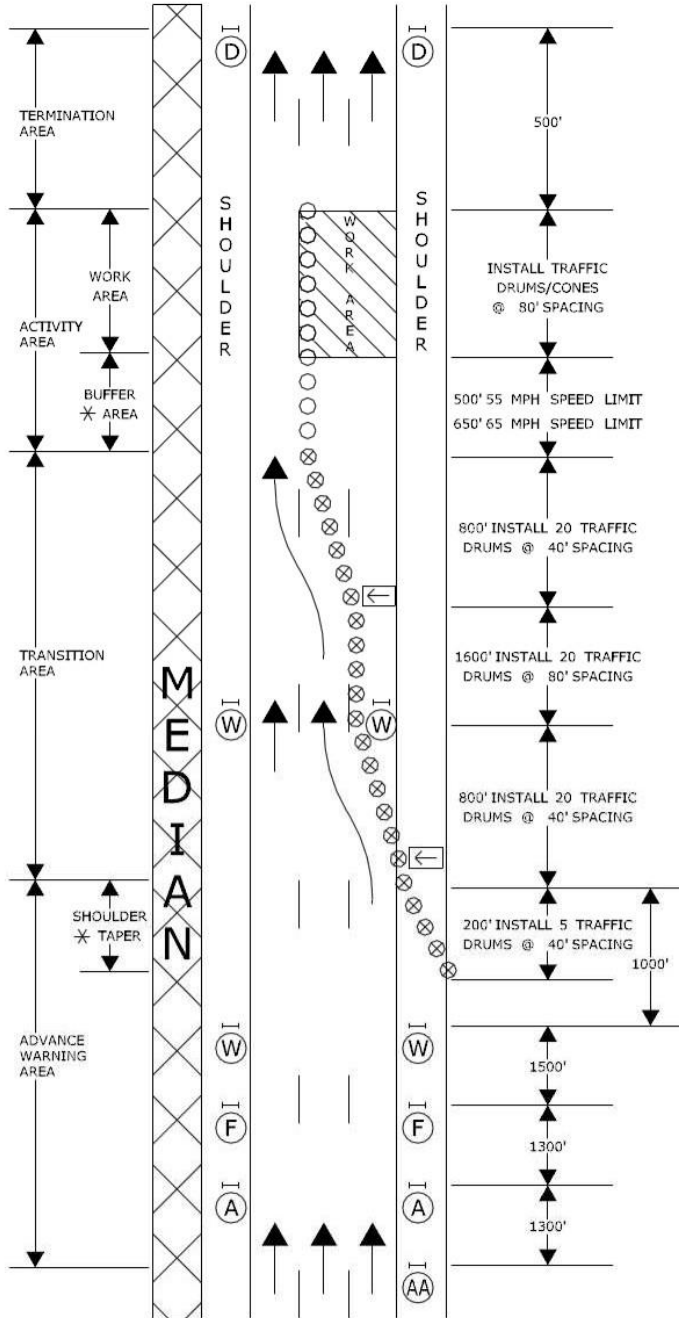
Charles S. Harlow
PRINCIPAL ENGINEER

Charles S. Harlow
2012.06.05 15:50:35-0400



WORK IN RIGHT TWO LANES - MULTILANE HIGHWAY

SIGN FACE
158 SQ. FT (MIN.)



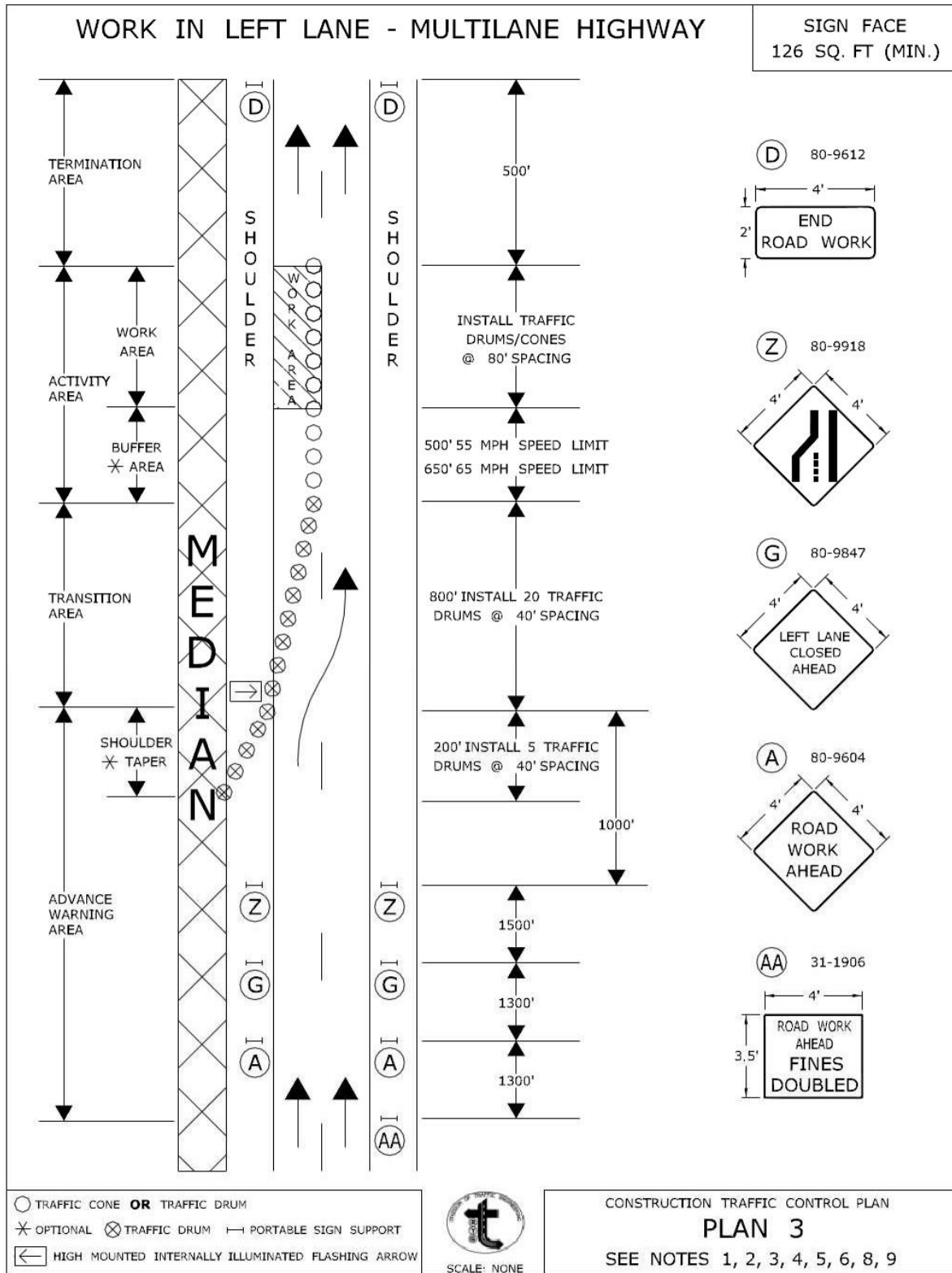
- TRAFFIC CONE **OR** TRAFFIC DRUM
- ✱ OPTIONAL ⊗ TRAFFIC DRUM ⇨ PORTABLE SIGN SUPPORT
- ⇨ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

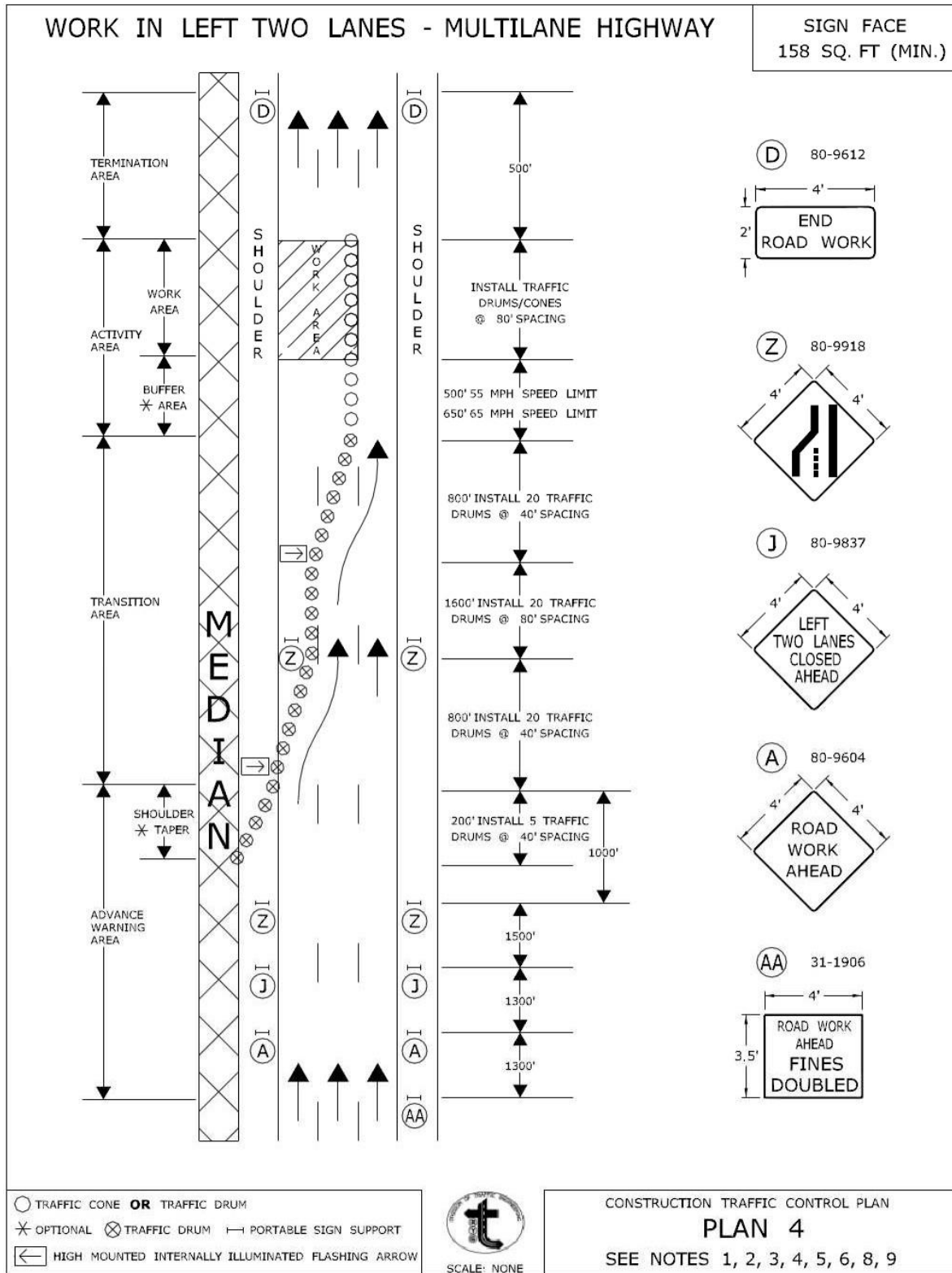


CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 2
SEE NOTES 1, 2, 3, 4, 5, 6, 8, 9

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

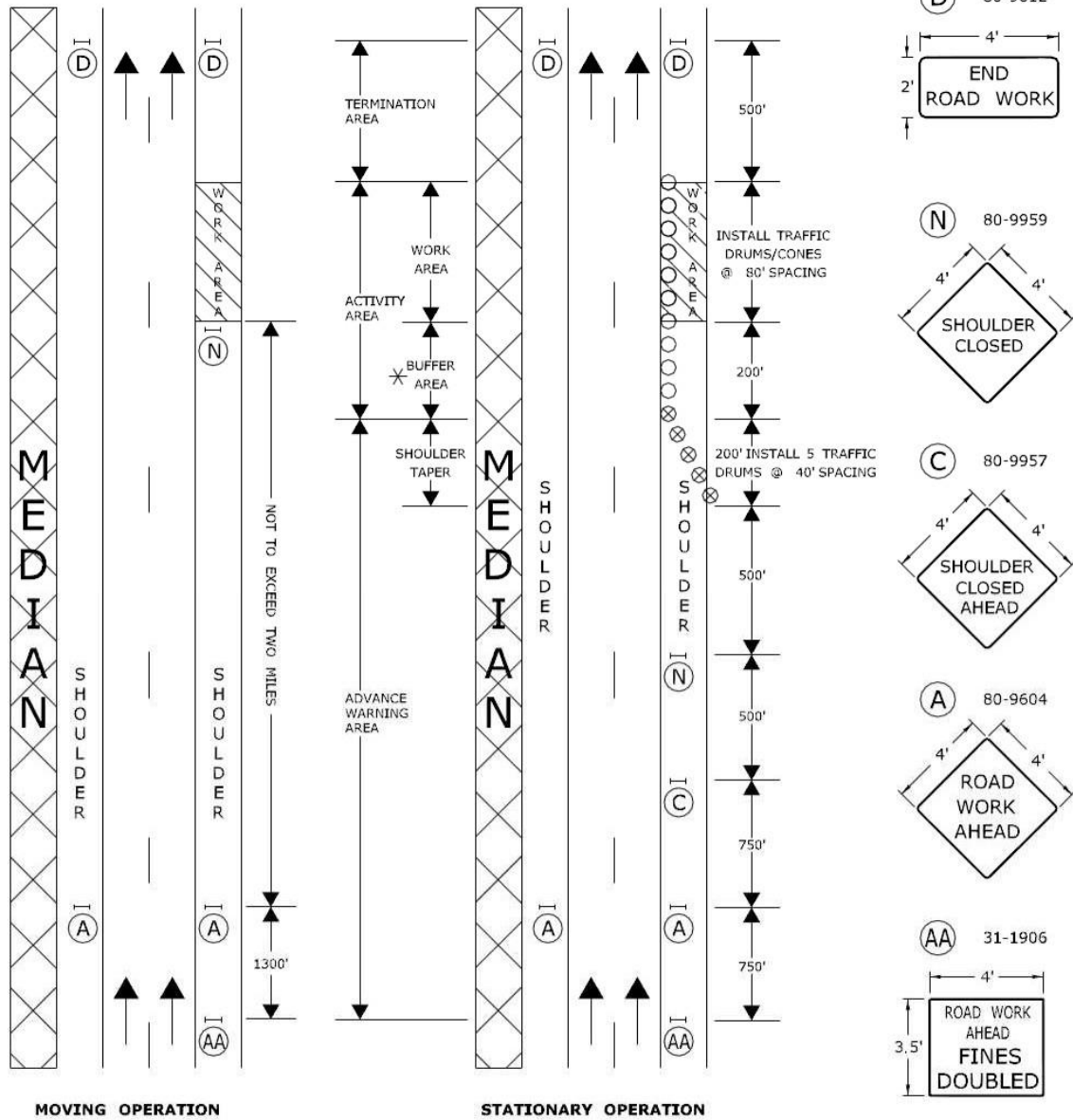
APPROVED *Charles S. Harlow* Charles S. Harlow
2012.06.05 15:51:23-04'00"
PRINCIPAL ENGINEER





WORK IN SHOULDER AREA - MULTILANE HIGHWAY

SIGN FACE
94 SQ. FT (MIN.)



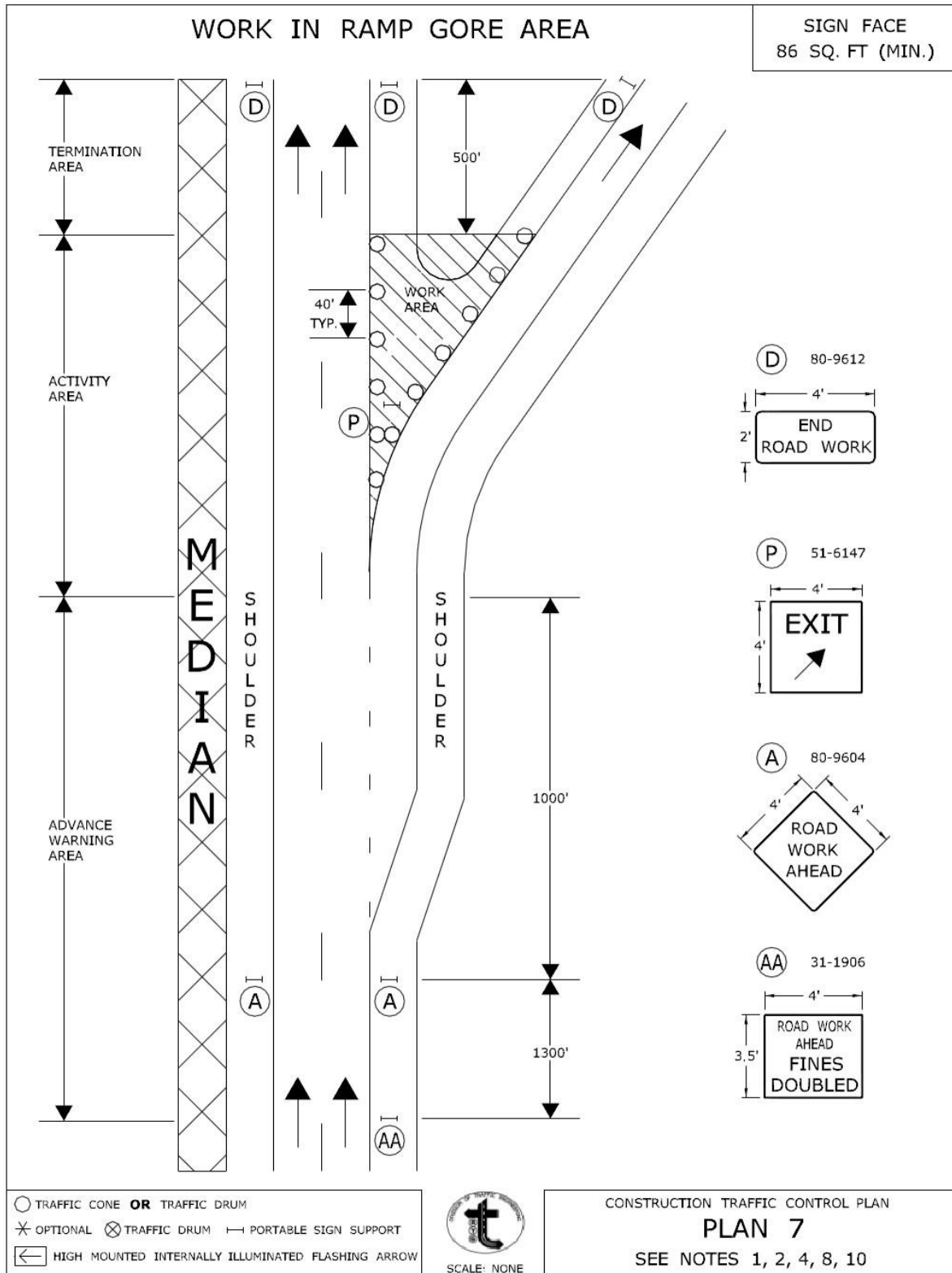
- TRAFFIC CONE **OR** TRAFFIC DRUM
- ✱ OPTIONAL ⊗ TRAFFIC DRUM ⇌ PORTABLE SIGN SUPPORT
- ◀ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 6
SEE NOTES 1, 2, 4, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow* Charles S. Harlow
2012.06.05 15:52:38-04'00'
PRINCIPAL ENGINEER



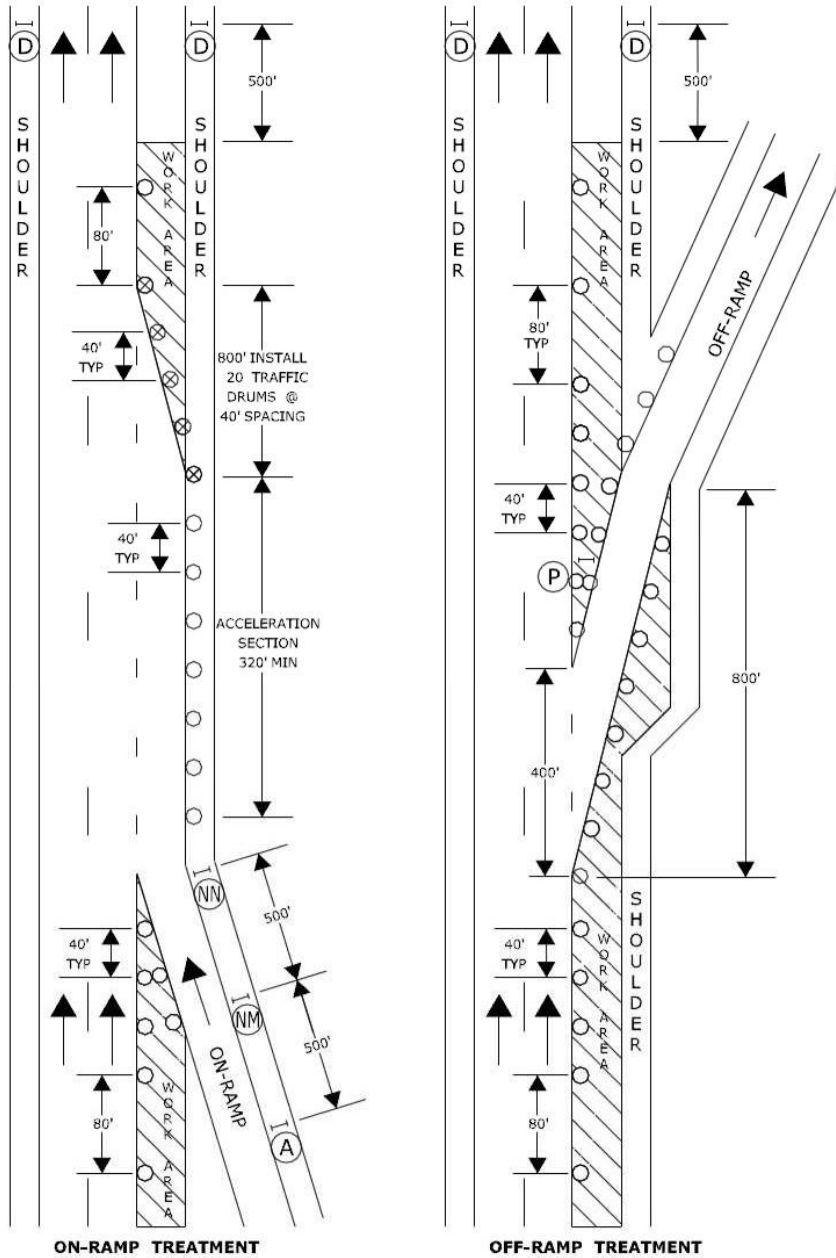
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

Charles S. Harlow
Charles S. Harlow
2012.06.05 15:53:03-04'00"
PRINCIPAL ENGINEER

TYPICAL RAMP TREATMENTS FOR MAINLINE LANE CLOSURE - MULTILANE HIGHWAY

SIGN FACE SQ. FT VARIES



- (D) 80-9612
4' x 2' END ROAD WORK
- (P) 51-6147
4' x 4' EXIT
- (NN) 31-0528
5' YIELD
- (NM) 80-9055
4' x 4' Arrow pointing up
- (A) 80-9604
4' x 4' ROAD WORK AHEAD

USE TRAFFIC CONTROL PLAN 1 TO CLOSE THE RIGHT LANE

- TRAFFIC CONE OR TRAFFIC DRUM
- ✱ OPTIONAL ✕ TRAFFIC DRUM ⇨ PORTABLE SIGN SUPPORT
- ⇨ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



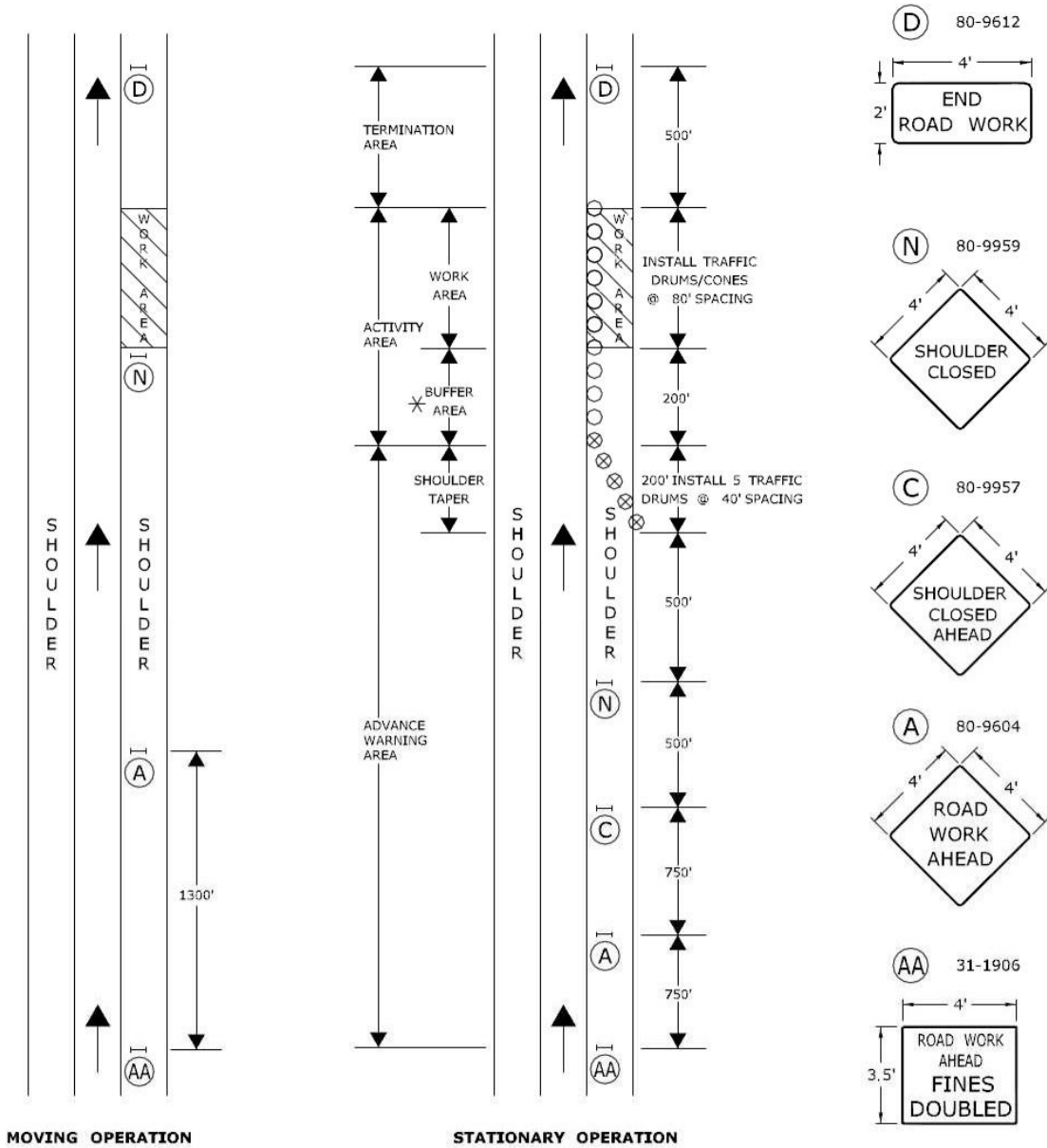
CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 8
SEE NOTES 1, 2, 3, 4, 5, 6, 8, 9, 10

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow* Charles S. Harlow
2012.06.05 15:53:31-0400
PRINCIPAL ENGINEER

WORK IN SHOULDER AREA - TURNING ROADWAYS / RAMPS

SIGN FACE
70 SQ. FT (MIN.)



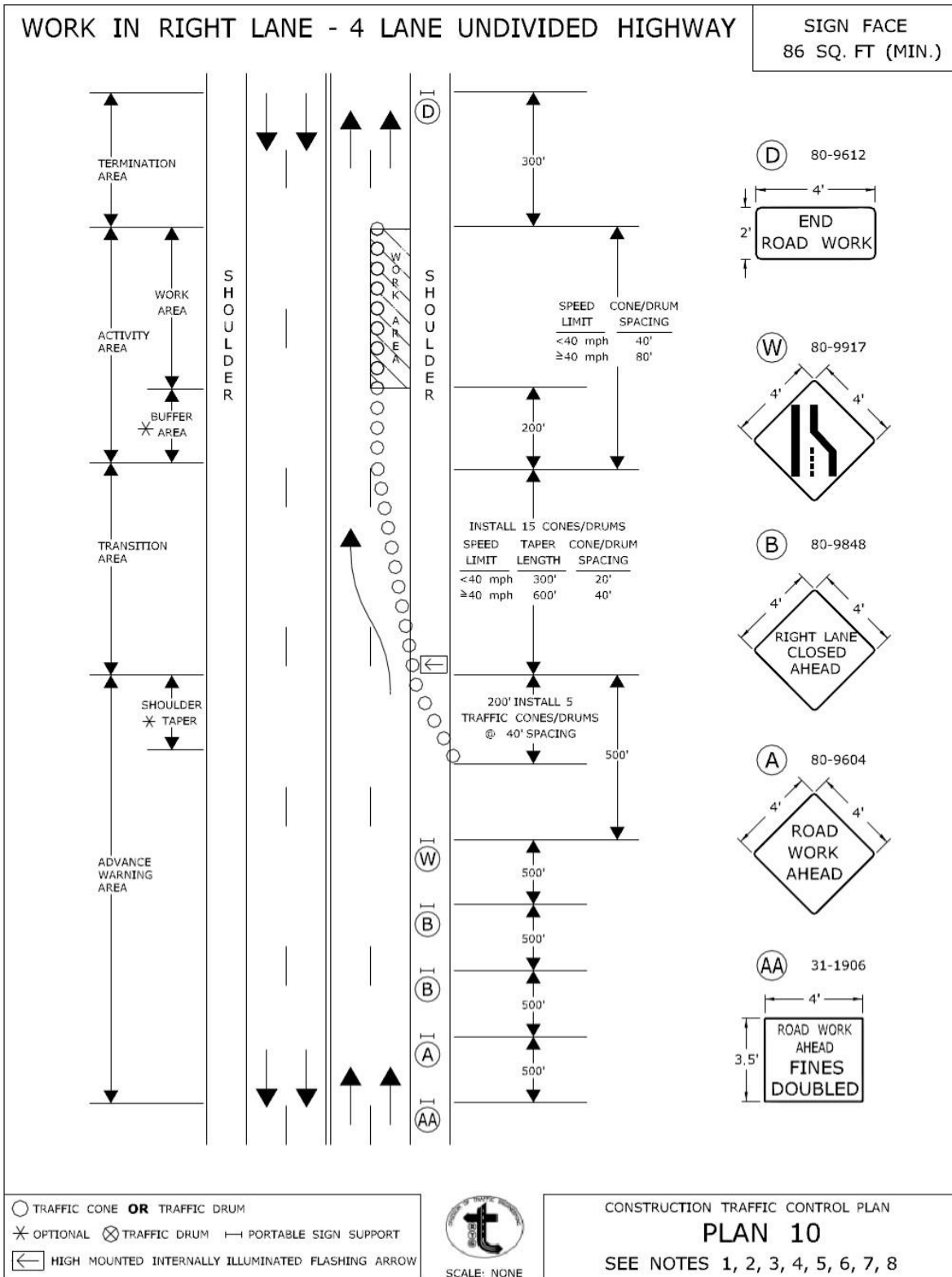
○ TRAFFIC CONE **OR** TRAFFIC DRUM
 ✱ OPTIONAL ⊗ TRAFFIC DRUM ⇌ PORTABLE SIGN SUPPORT
 ◀ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 9
 SEE NOTES 1, 2, 4, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
 BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow* Charles S. Harlow
 2012.06.05 15:53:53-0400
 PRINCIPAL ENGINEER



○ TRAFFIC CONE **OR** TRAFFIC DRUM

✱ OPTIONAL ⊗ TRAFFIC DRUM ⇨ PORTABLE SIGN SUPPORT

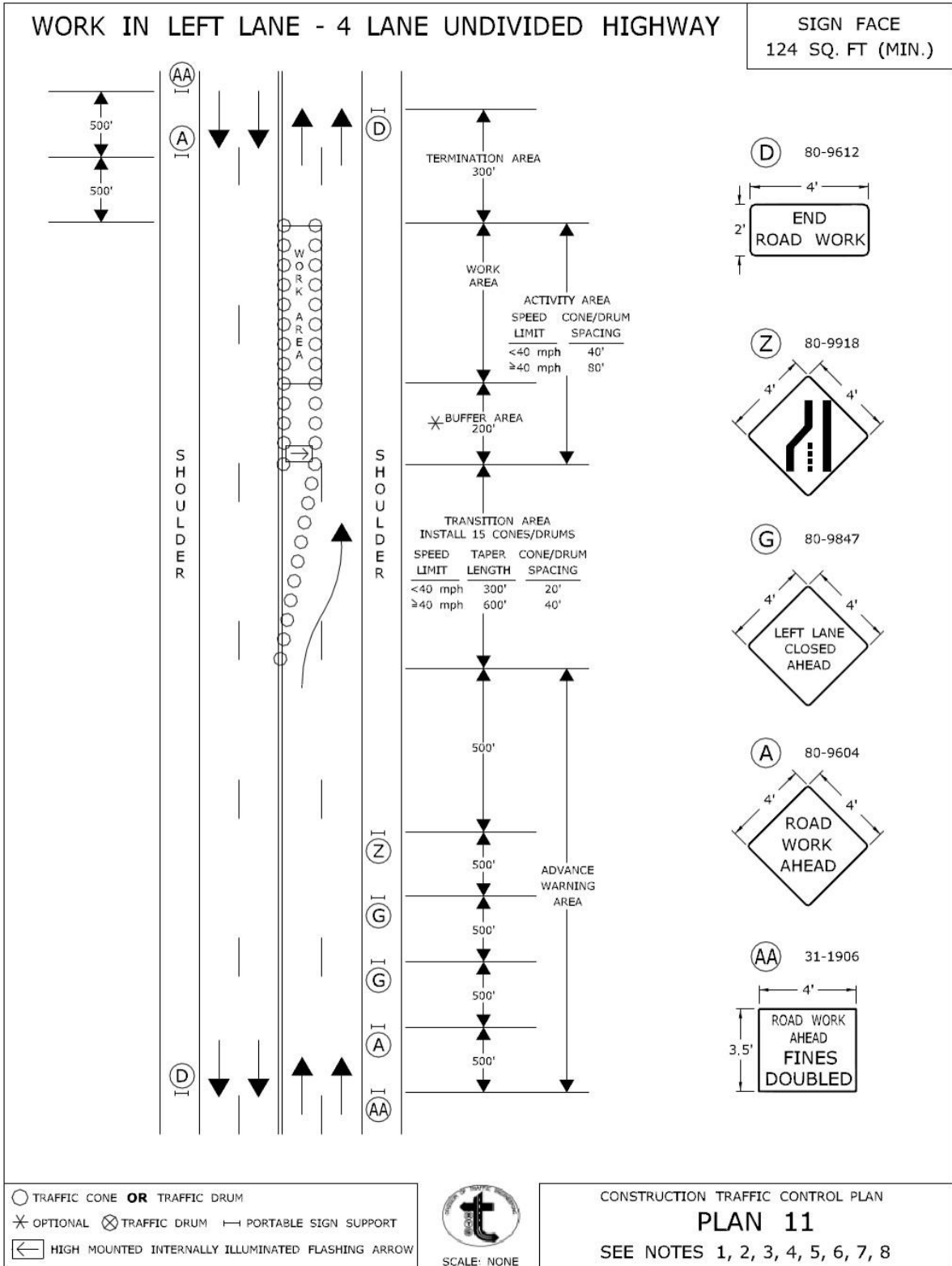
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SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 10
SEE NOTES 1, 2, 3, 4, 5, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
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APPROVED *Charles S. Harlow*
Charles S. Harlow
2012.06.05 15:54:15-0400
PRINCIPAL ENGINEER



- TRAFFIC CONE **OR** TRAFFIC DRUM
- ✱ OPTIONAL ✕ TRAFFIC DRUM ⇨ PORTABLE SIGN SUPPORT
- ⇨ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



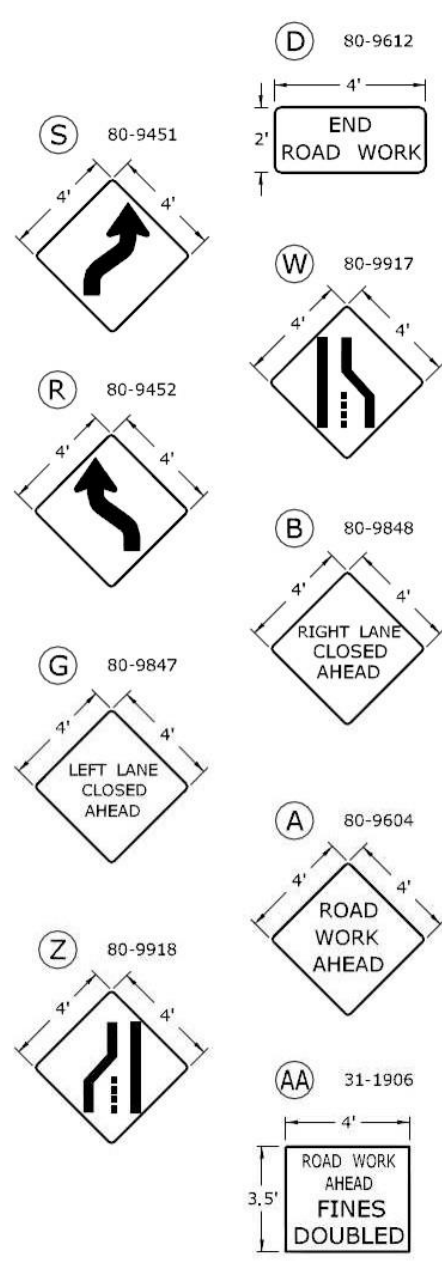
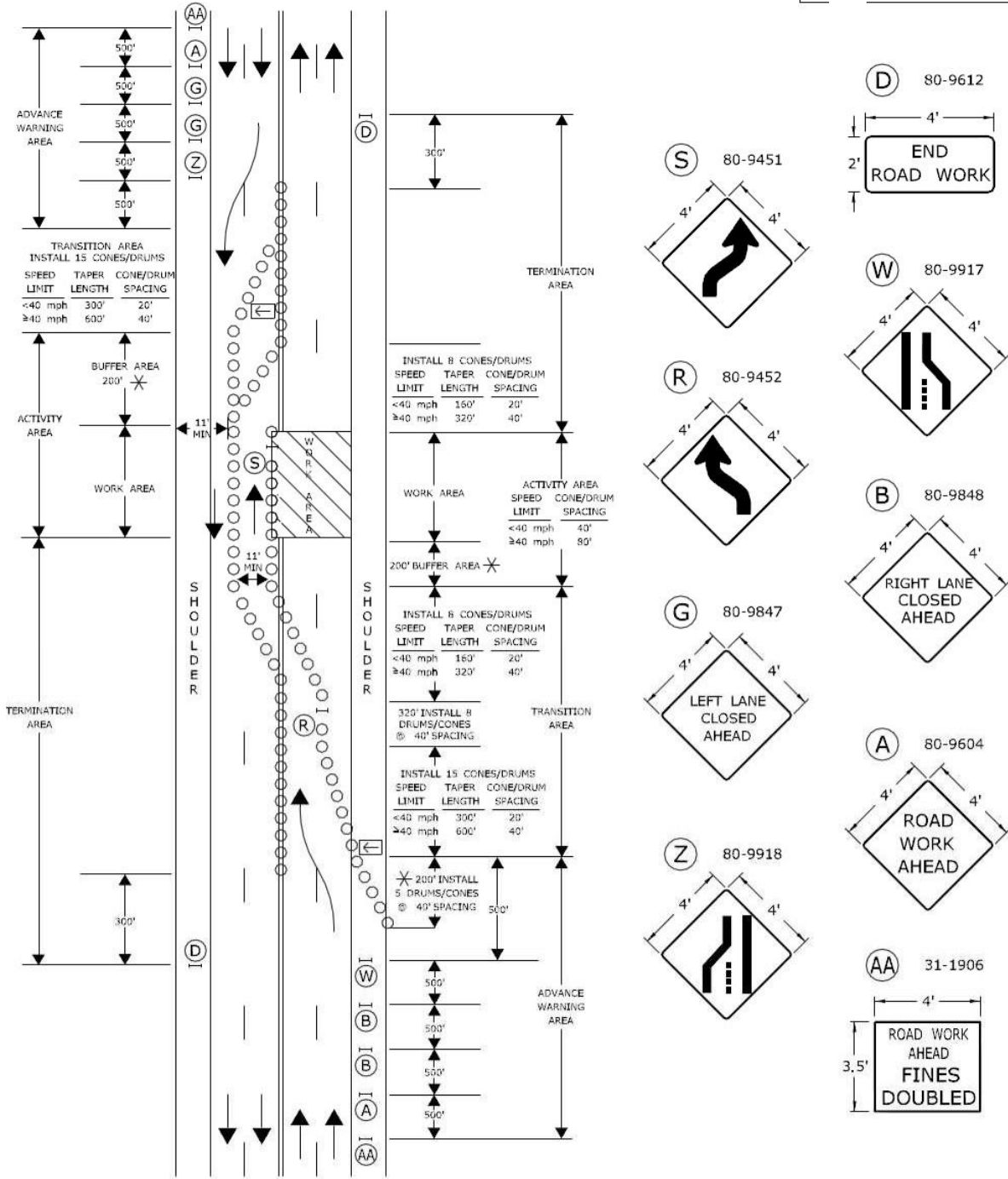
CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 11
SEE NOTES 1, 2, 3, 4, 5, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow* Charles S. Harlow
2012.06.05 15:54:36-0400
PRINCIPAL ENGINEER

WORK IN BOTH LANES - 4 LANE UNDIVIDED HIGHWAY

SIGN FACE
204 SQ. FT. (MIN.)



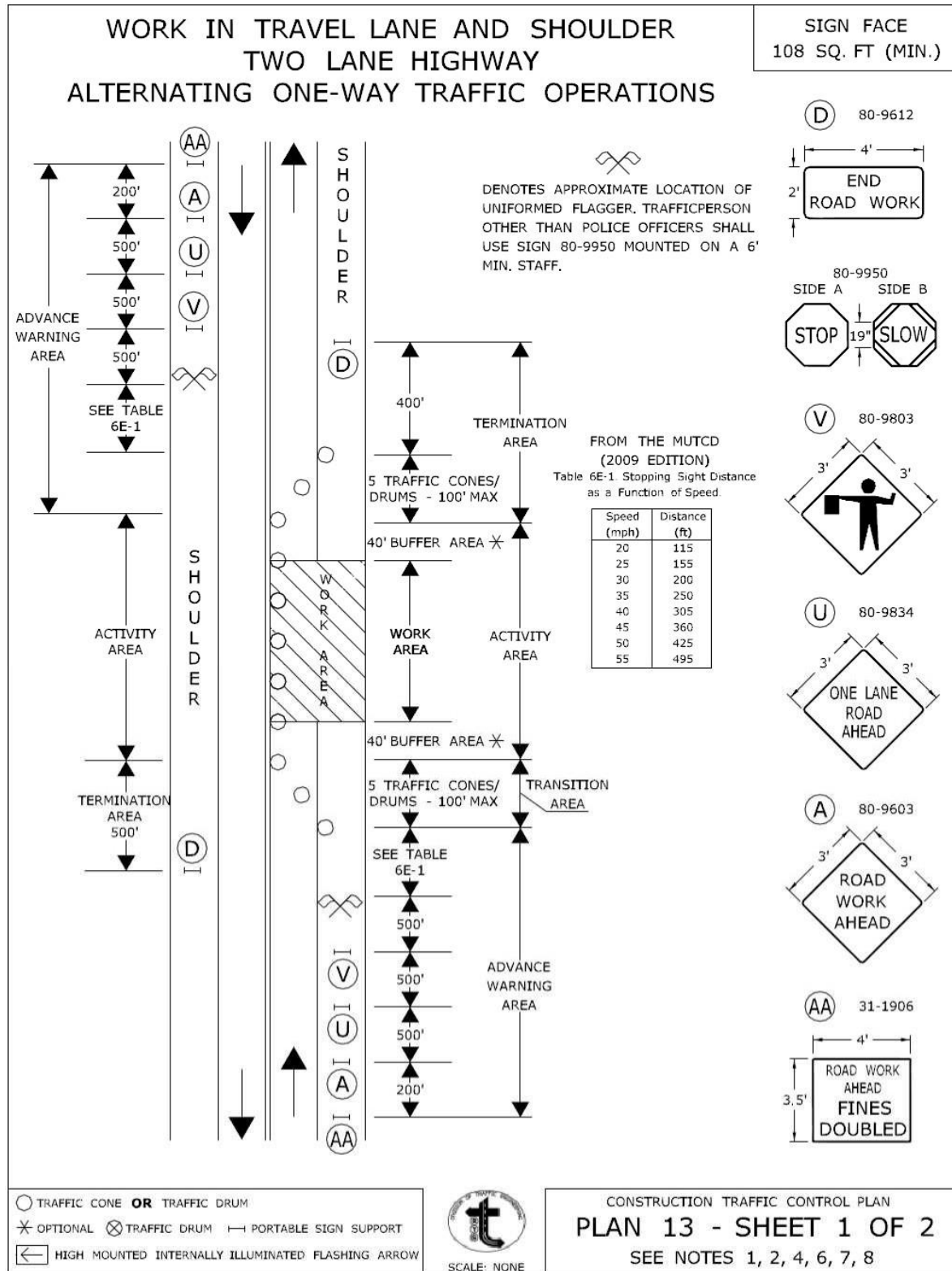
- TRAFFIC CONE OR TRAFFIC DRUM
- ✱ OPTIONAL ✕ TRAFFIC DRUM — PORTABLE SIGN SUPPORT
- ← HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 12
SEE NOTES 1, 2, 3, 4, 5, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow* Charles S. Harlow
2012.06.05 15:55:01-0400'
PRINCIPAL ENGINEER



CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION



CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 13 - SHEET 1 OF 2
SEE NOTES 1, 2, 4, 6, 7, 8

APPROVED *Charles S. Harlow* Charles S. Harlow
2012.06.05 15:55:23-04'00"
PRINCIPAL ENGINEER

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

SIGN FACE
108 SQ. FT (MIN.)

HAND SIGNAL METHODS TO BE USED BY UNIFORMED FLAGGERS

THE FOLLOWING METHODS FROM SECTION 6E.07, FLAGGER PROCEDURES, IN THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," SHALL BE USED BY UNIFORMED FLAGGERS WHEN DIRECTING TRAFFIC THROUGH A WORK AREA. THE STOP/SLOW SIGN PADDLE (SIGN NO. 80-9950) SHOWN ON THE TRAFFIC STANDARD SHEET TR-1220 01 ENTITLED, "SIGNS FOR CONSTRUCTION AND PERMIT OPERATIONS" SHALL BE USED.

A. TO STOP TRAFFIC

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



B. TO DIRECT TRAFFIC TO PROCEED

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



C. TO ALERT OR SLOW TRAFFIC

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



- TRAFFIC CONE **OR** TRAFFIC DRUM
- ✱ OPTIONAL ⊗ TRAFFIC DRUM ⇨ PORTABLE SIGN SUPPORT
- ◀ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



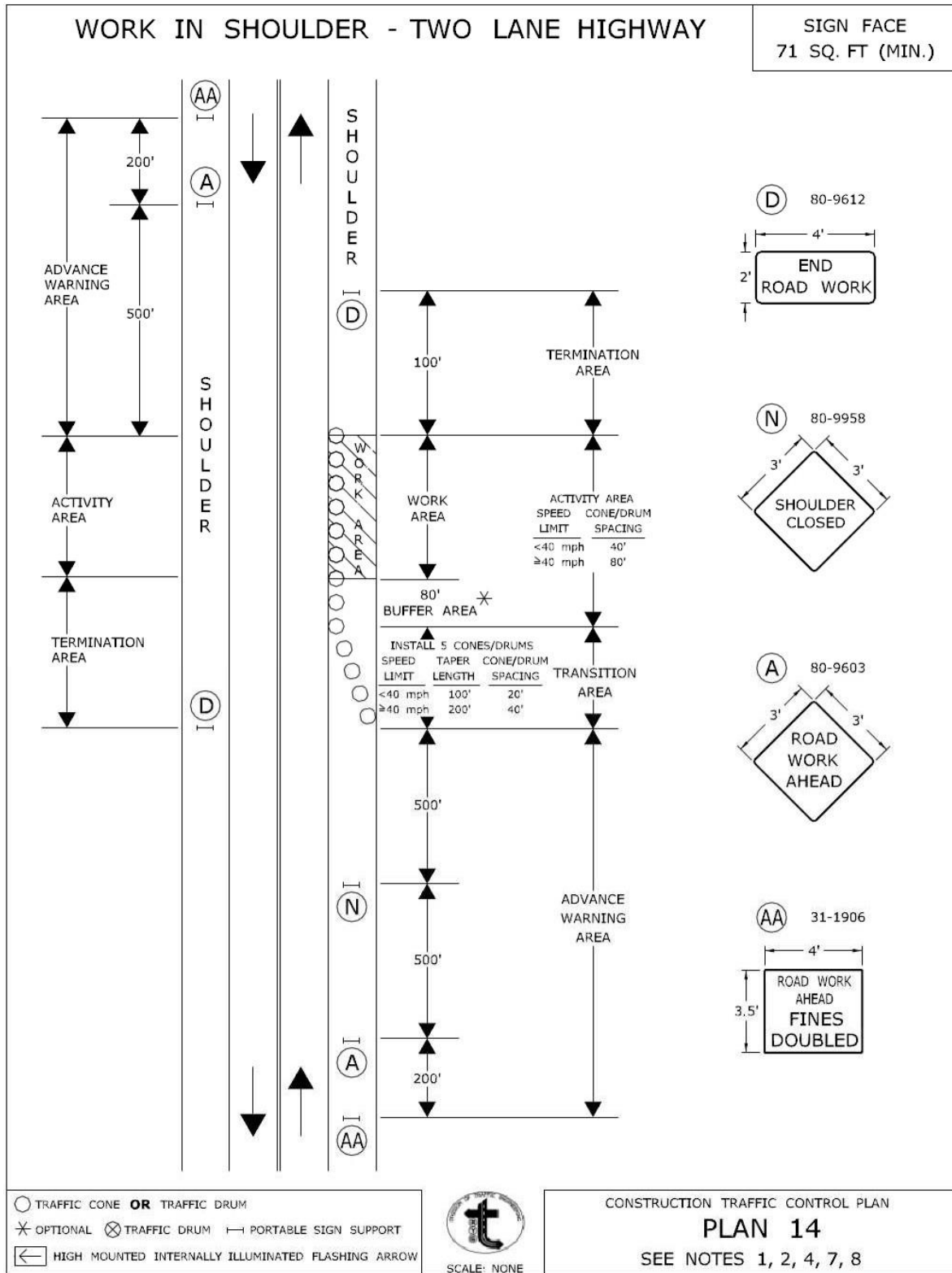
SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 13 - SHEET 2 OF 2
SEE NOTES 1, 2, 4, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

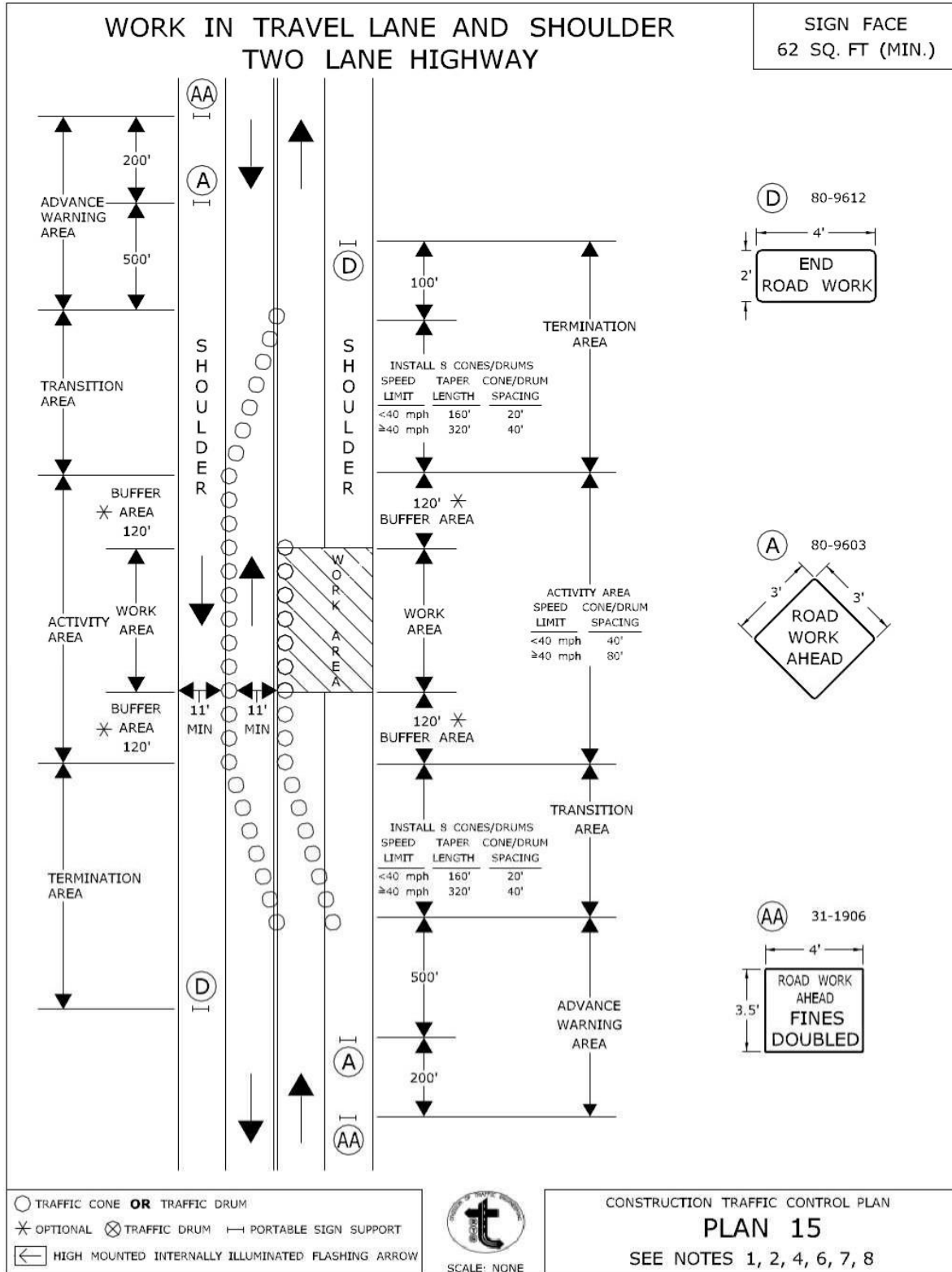
Charles S. Harlow
Charles S. Harlow
2012.06.05 15:55:45-04'00'
PRINCIPAL ENGINEER



CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

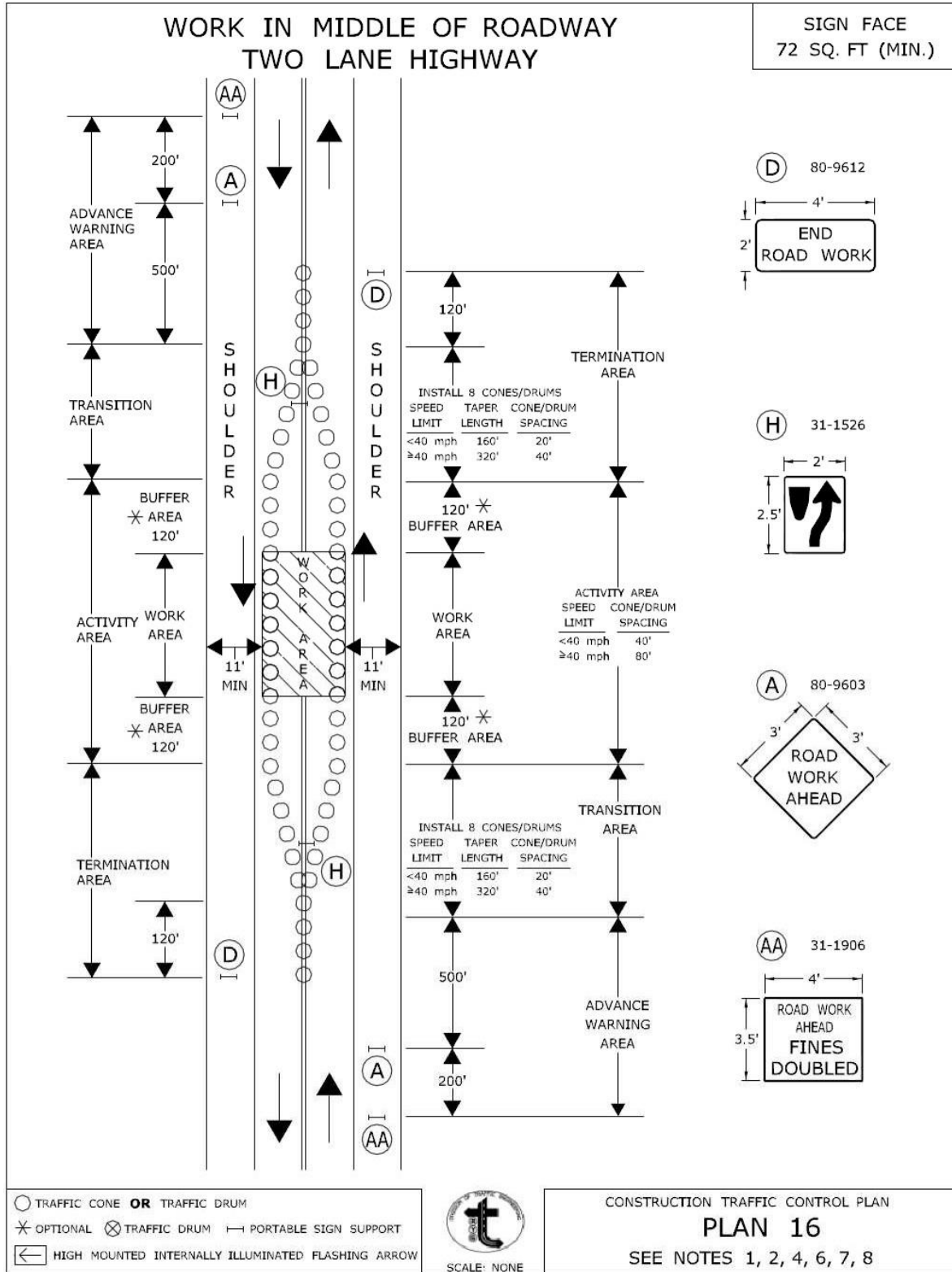
APPROVED

Charles S. Harlow
Charles S. Harlow
2012.06.05 15:56:09-04'00"
PRINCIPAL ENGINEER



CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

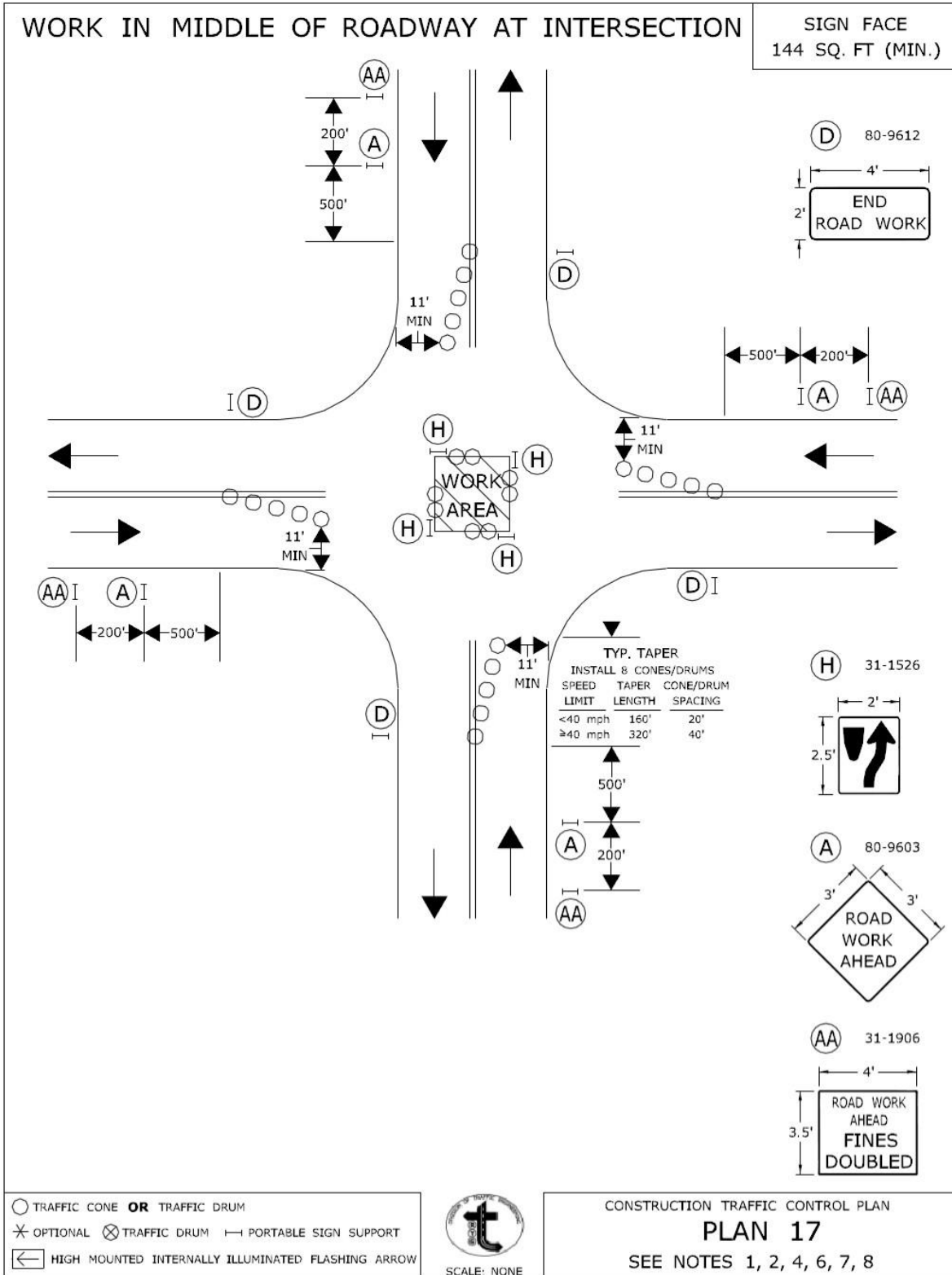
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PRINCIPAL ENGINEER



CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

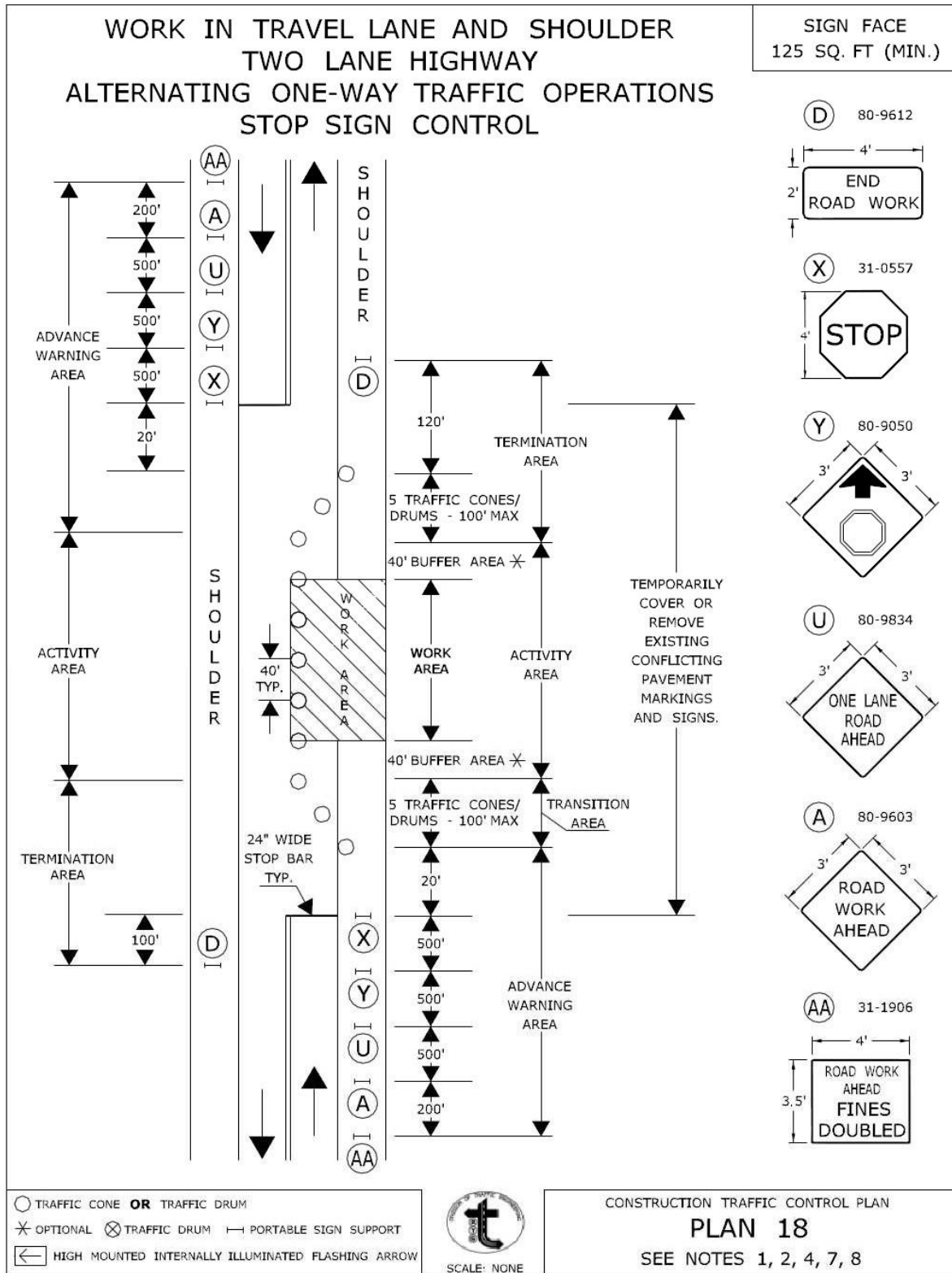
APPROVED

Charles S. Harlow
 Charles S. Harlow
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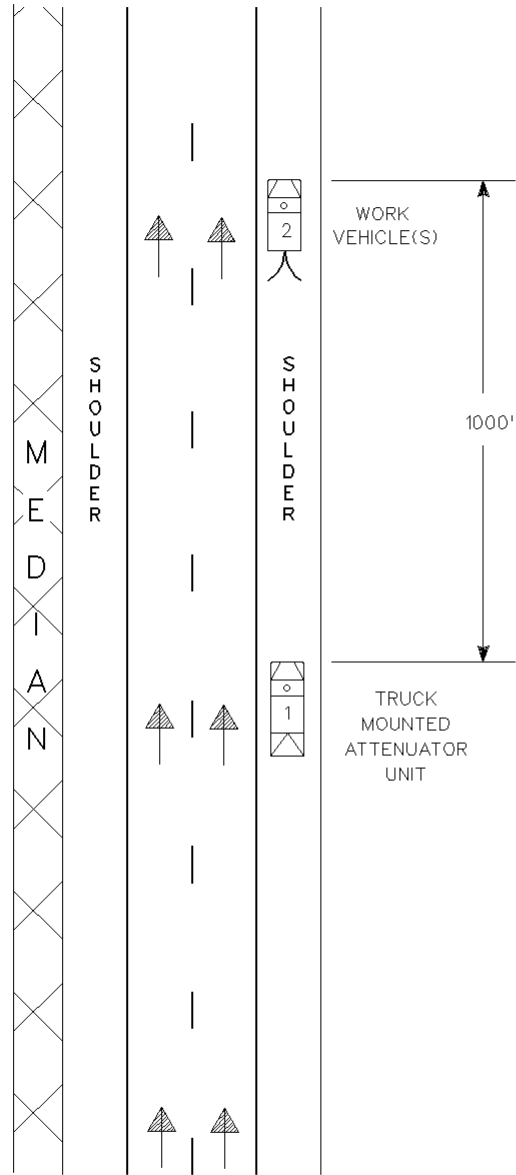


CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

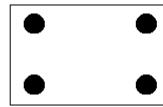
APPROVED *Charles S. Harlow* Charles S. Harlow
2012.06.05 15:57:16-04'00"
PRINCIPAL ENGINEER



MOVING OPERATION ON RIGHT SHOULDER MULTILANE HIGHWAY & SECONDARY ROADWAYS



SIGN MOUNTED ON TRUCK 1



DEPARTMENT APPROVED
ARROW BOARD
(FLASHING YELLOW MODE)

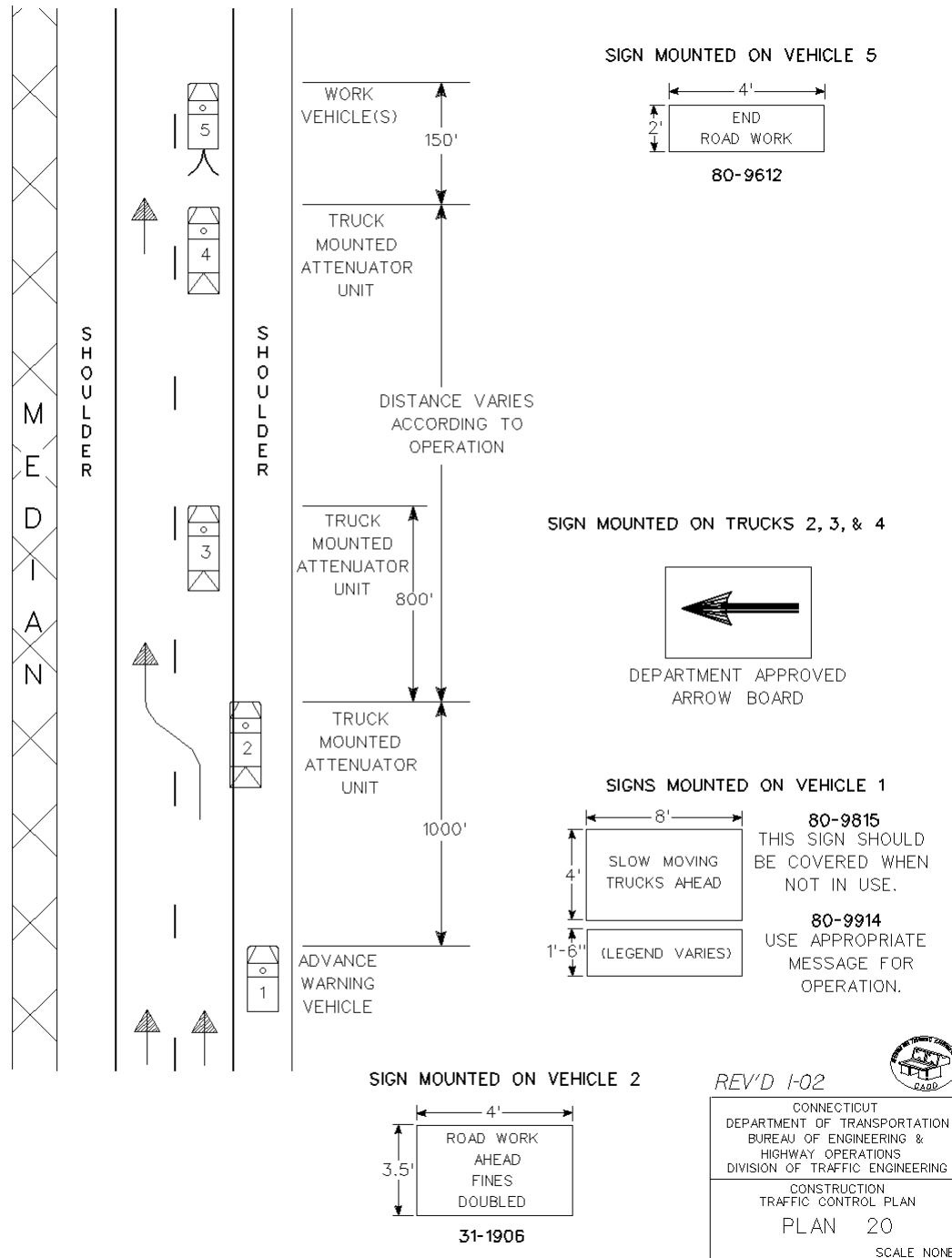
REV'D 1-02



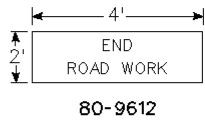
CONNECTICUT DEPARTMENT OF TRANSPORTATION BUREAU OF ENGINEERING & HIGHWAY OPERATIONS DIVISION OF TRAFFIC ENGINEERING
CONSTRUCTION TRAFFIC CONTROL PLAN PLAN 19 SCALE NONE

APPROVED J. McCall DATE 1-30-02
PRINCIPAL ENGINEER

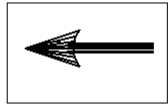
MOVING OPERATION IN RIGHT LANE AND OUTSIDE SHOULDER AT THE SAME TIME MULTILANE HIGHWAY



SIGN MOUNTED ON VEHICLE 5

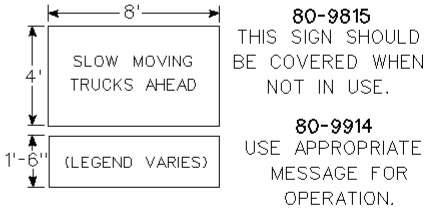


SIGN MOUNTED ON TRUCKS 2, 3, & 4

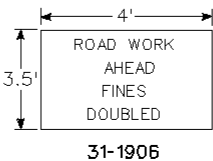


DEPARTMENT APPROVED
ARROW BOARD


SIGNS MOUNTED ON VEHICLE 1



SIGN MOUNTED ON VEHICLE 2



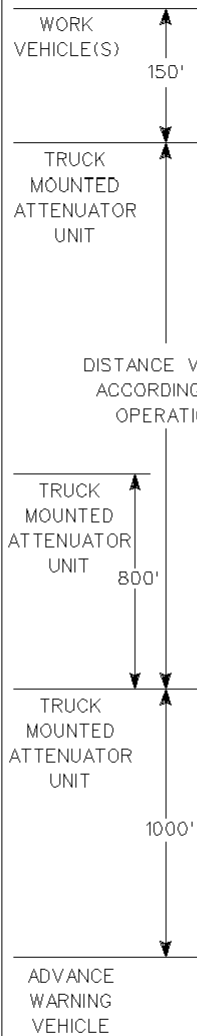
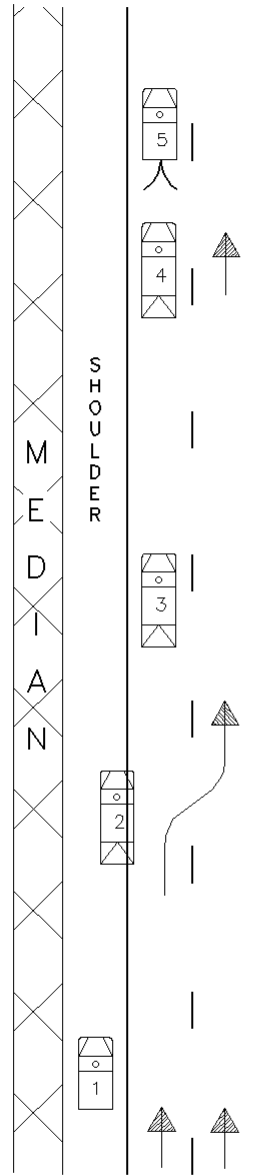
REV'D 1-02


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 HIGHWAY OPERATIONS
 DIVISION OF TRAFFIC ENGINEERING

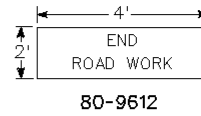
 CONSTRUCTION
 TRAFFIC CONTROL PLAN
 PLAN 20
 SCALE NONE

APPROVED John D. McCall DATE 1-30-02
PRINCIPAL ENGINEER

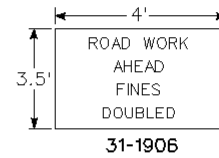
MOVING OPERATION IN LEFT LANE AND INSIDE SHOULDER AT THE SAME TIME MULTILANE HIGHWAY



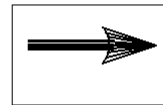
SIGN MOUNTED ON VEHICLE 5



SIGN MOUNTED ON VEHICLE 2

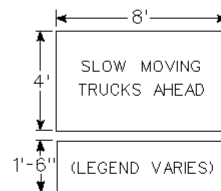


SIGN MOUNTED ON TRUCKS 2, 3, & 4



DEPARTMENT APPROVED
ARROW BOARD

SIGNS MOUNTED ON VEHICLE 1



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

80-9914
USE APPROPRIATE
MESSAGE FOR
OPERATION.

WHEN THE LEFT SHOULDER WIDTH CANNOT ACCOMMODATE A VEHICLE, THEN
ADVANCE WARNING VEHICLE 1 MAY DRIVE PARTIALLY IN THE LANE.

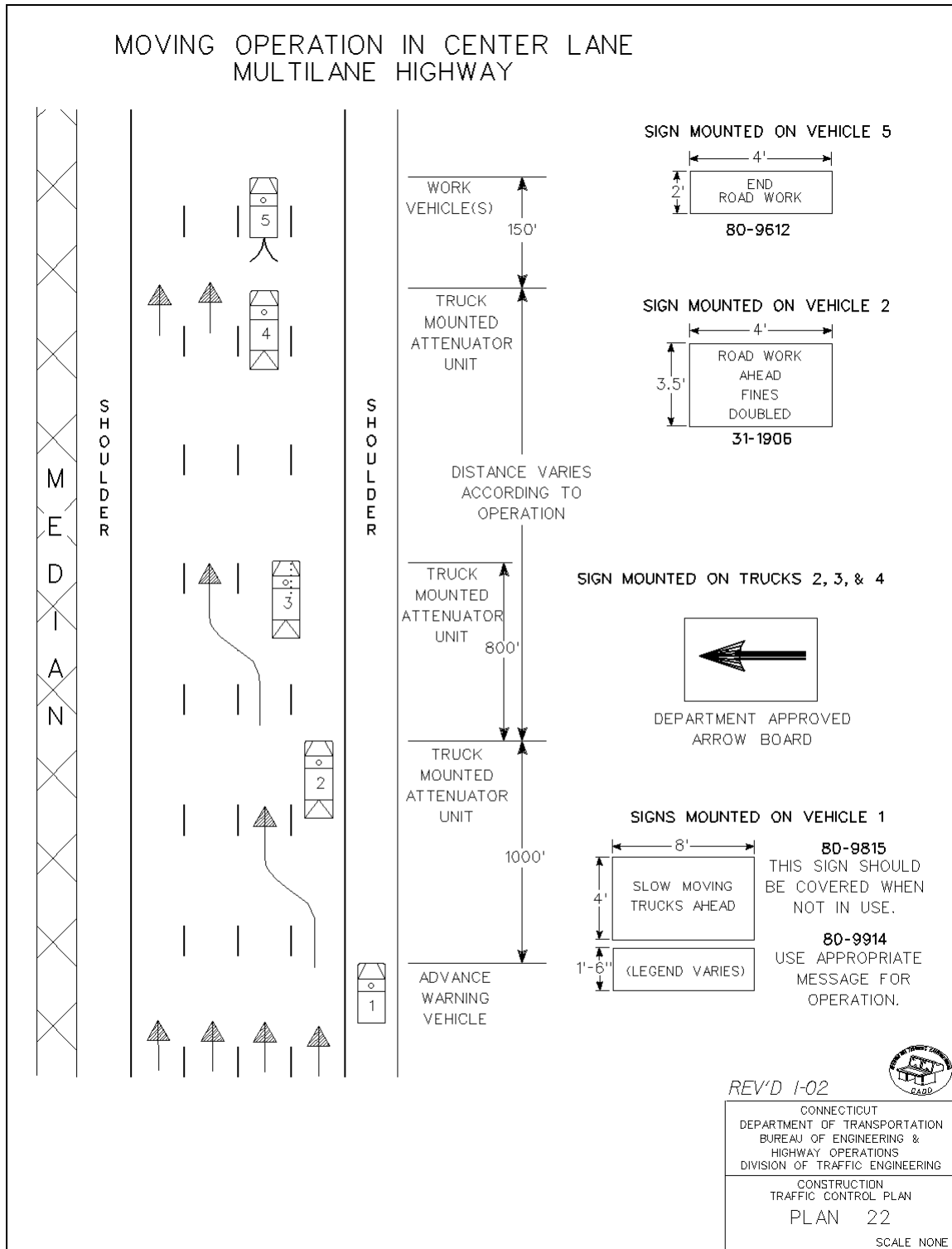
REV'D 1-02



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DIVISION OF TRAFFIC ENGINEERING
CONSTRUCTION
TRAFFIC CONTROL PLAN
PLAN 21
SCALE NONE

APPROVED John D. McCall DATE 1-30-02
PRINCIPAL ENGINEER

MOVING OPERATION IN CENTER LANE MULTILANE HIGHWAY



REV'D 1-02



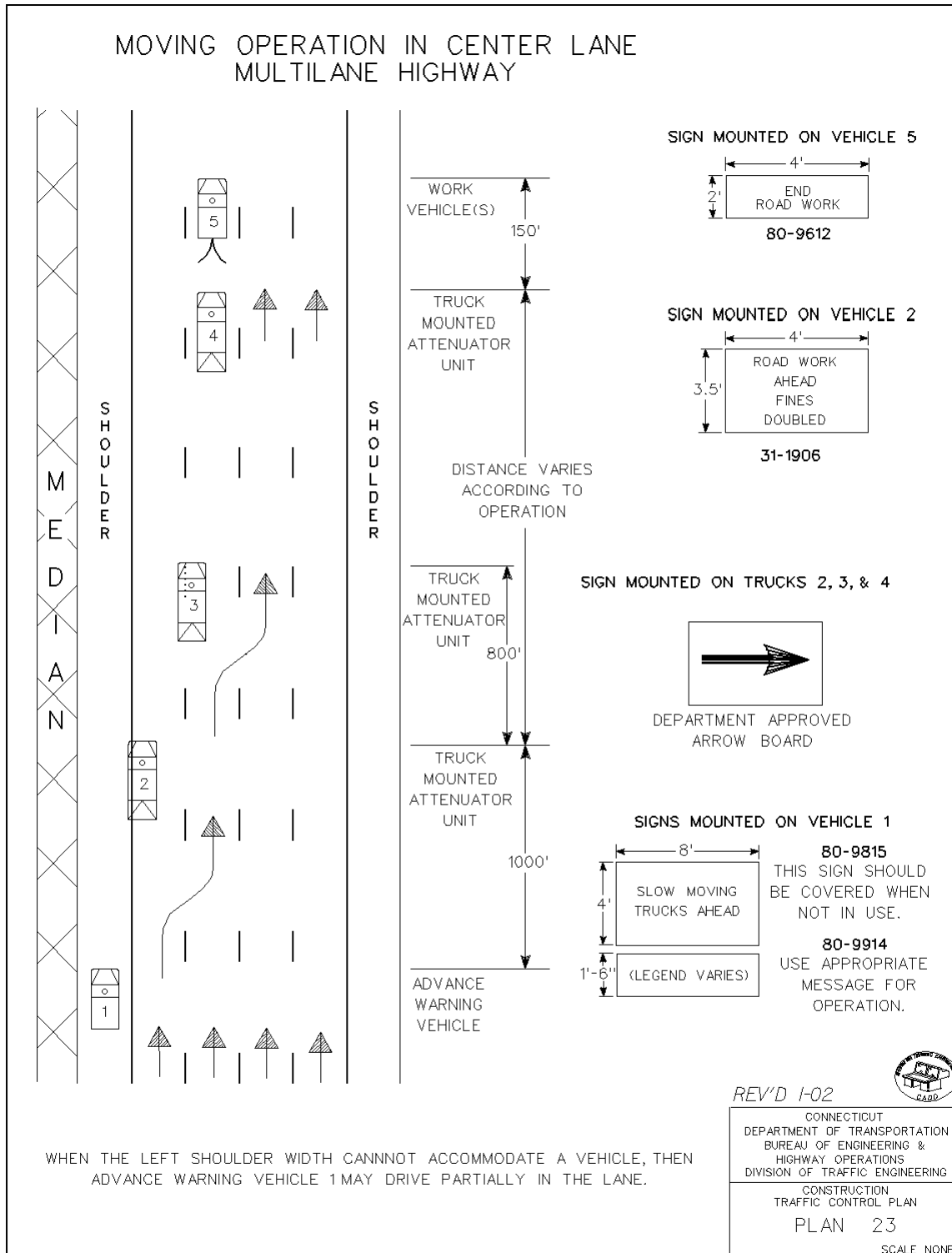
CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING &
HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

CONSTRUCTION
TRAFFIC CONTROL PLAN
PLAN 22

SCALE NONE

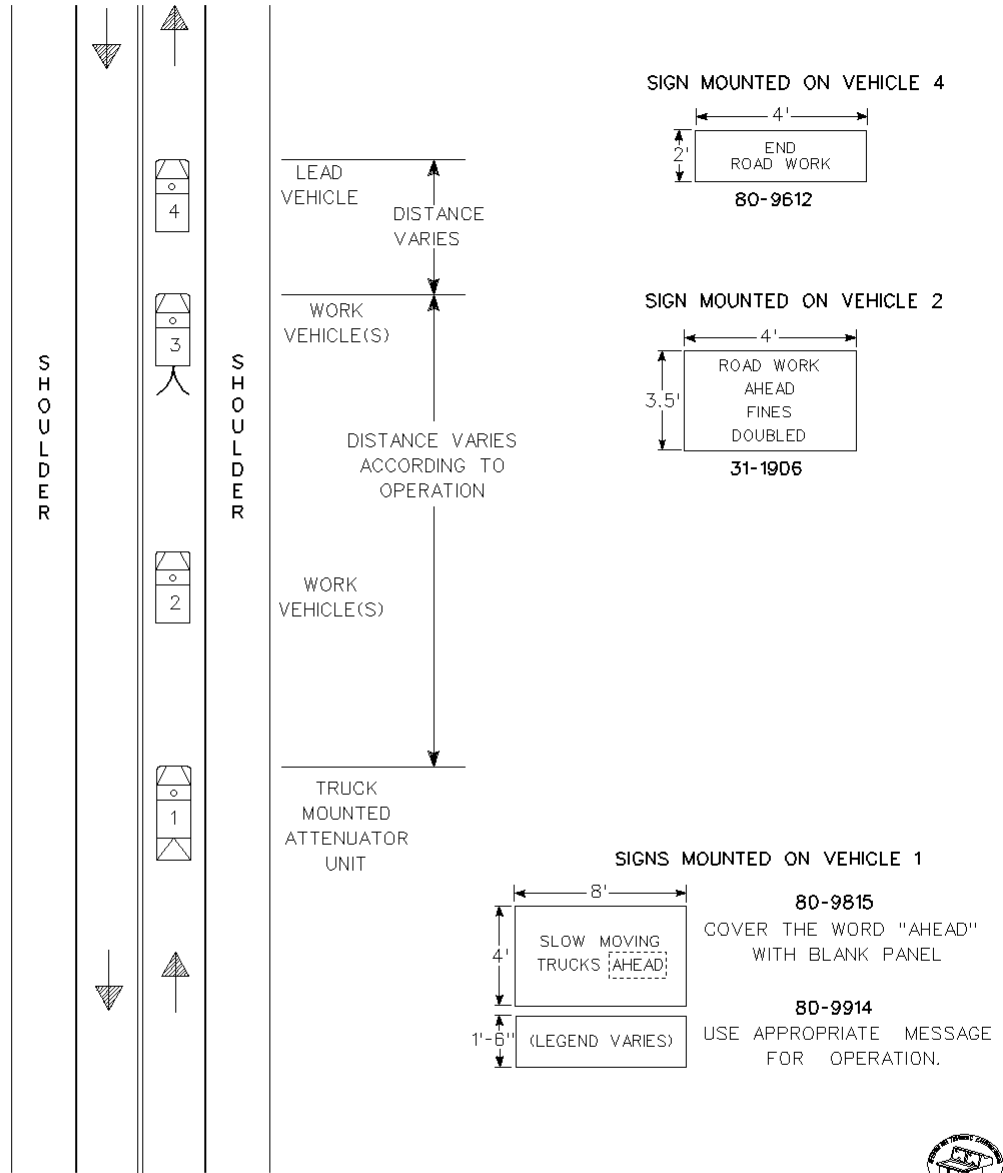
APPROVED John D. McCall DATE 1-30-02
PRINCIPAL ENGINEER

MOVING OPERATION IN CENTER LANE MULTILANE HIGHWAY



APPROVED John D. Micall PRINCIPAL ENGINEER DATE 1-30-02

MOVING OPERATION TWO LANE HIGHWAY



REV'D 1-02



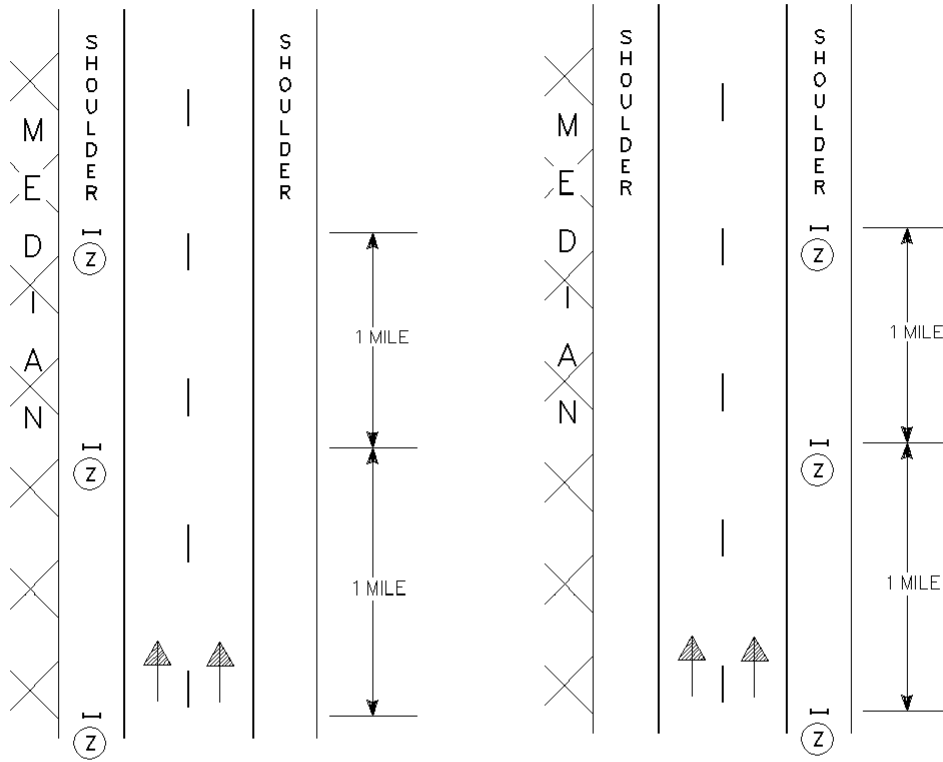
CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING &
HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

CONSTRUCTION
TRAFFIC CONTROL PLAN
PLAN 24
SCALE NONE

APPROVED John D. McCall DATE 1-30-02
PRINCIPAL ENGINEER

MOWING OPERATION - MULTILANE HIGHWAY

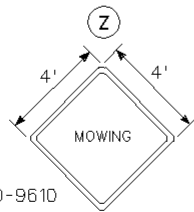
FOR EQUIPMENT ON THE ROADWAY, ROADSIDE
OR ON THE MEDIAN COMPLETELY OFF THE ROADWAY



MOWING IN MEDIAN

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

MOWING RIGHT OF TRAVELWAY



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

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

REV'D 1-02



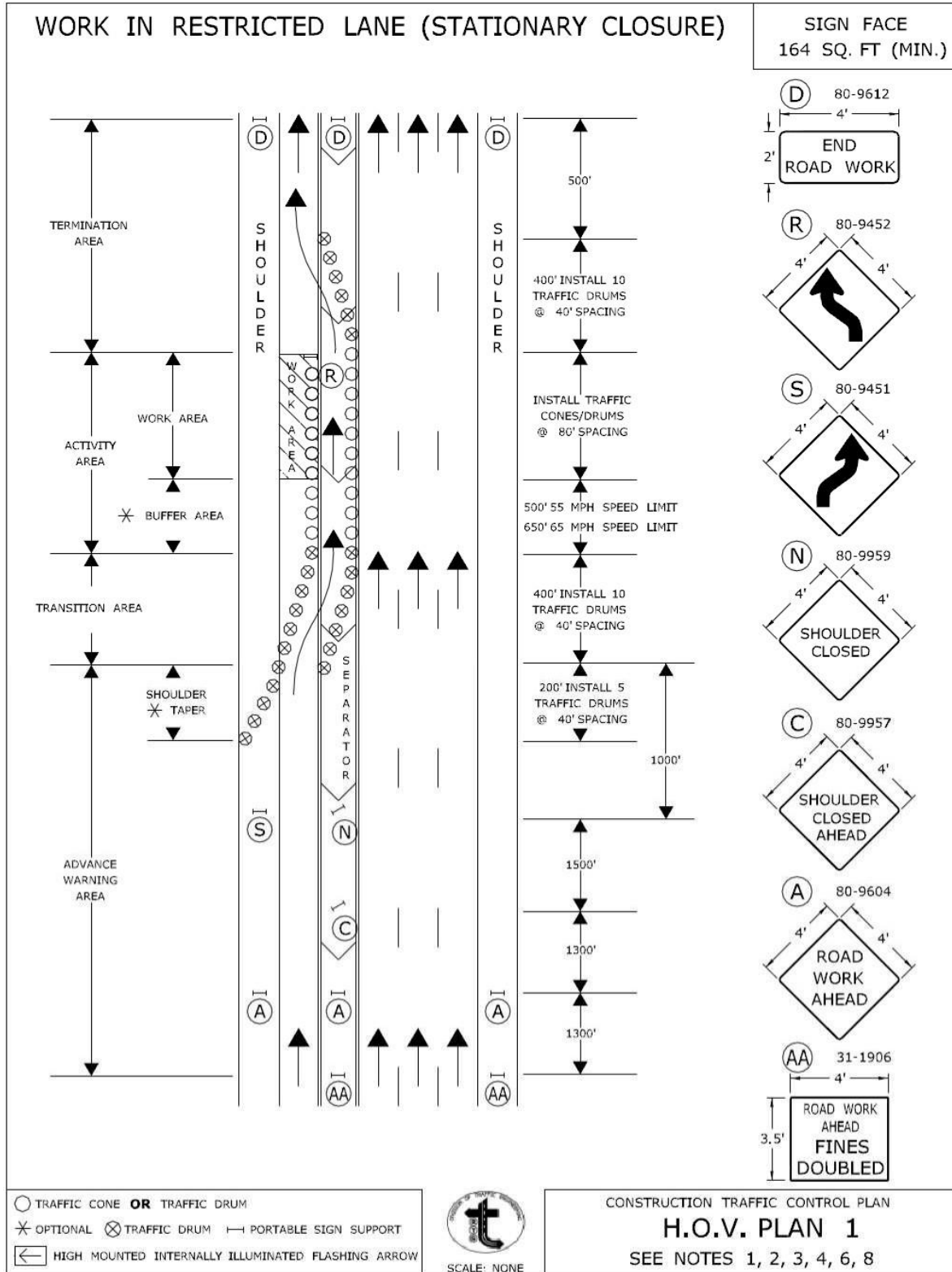
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HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

CONSTRUCTION
TRAFFIC CONTROL PLAN

PLAN 25

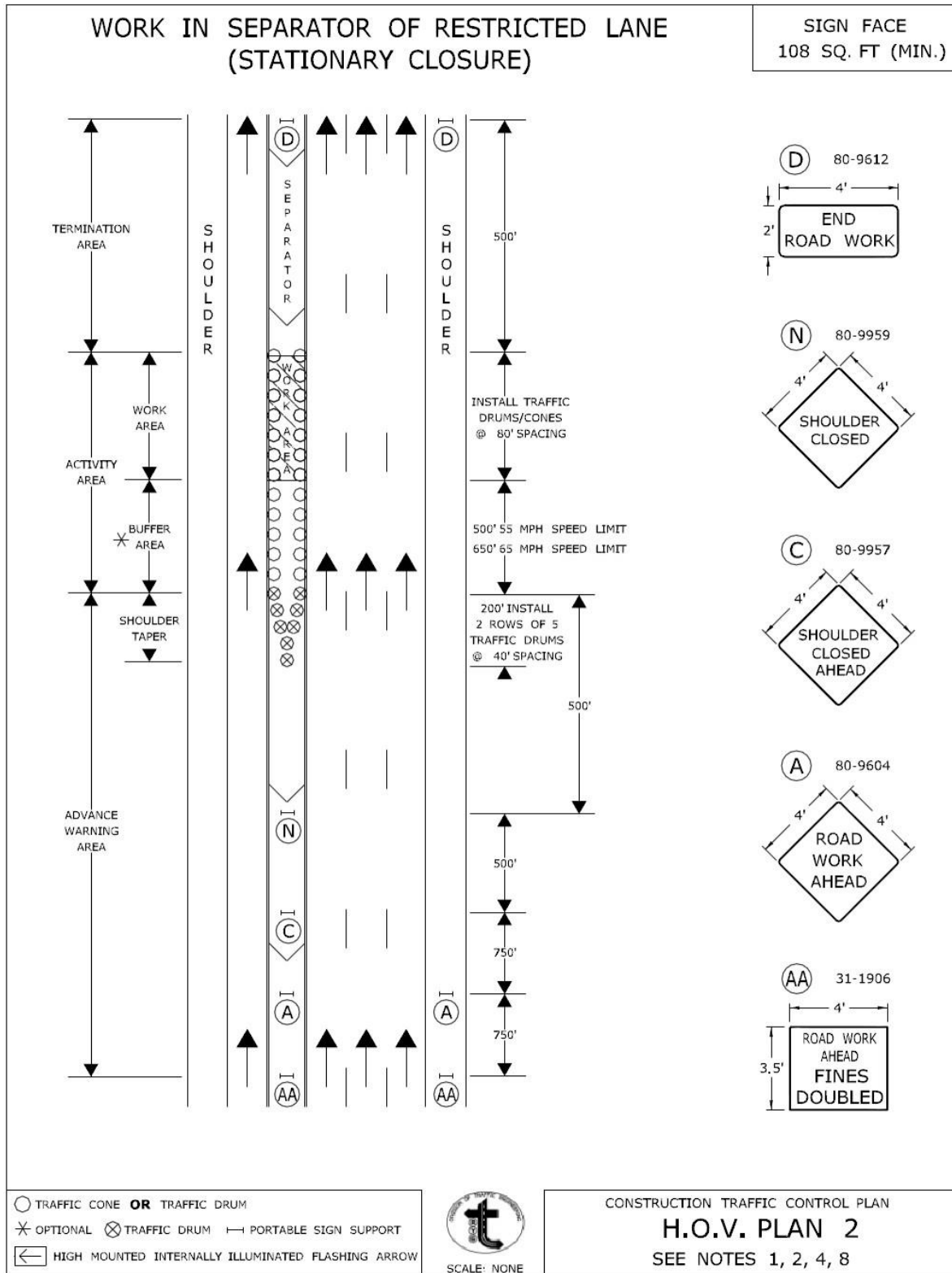
SCALE NONE

APPROVED John D. McCall DATE 1-30-02
PRINCIPAL ENGINEER



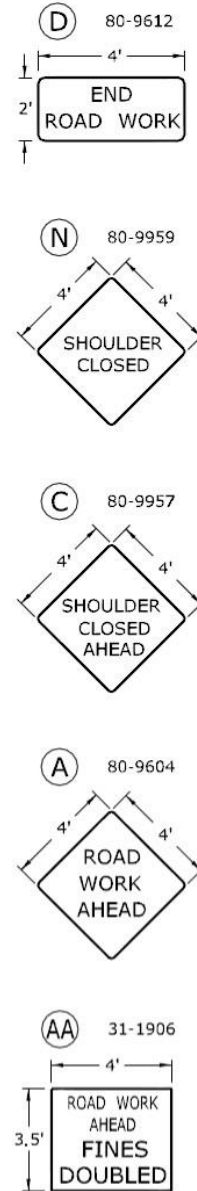
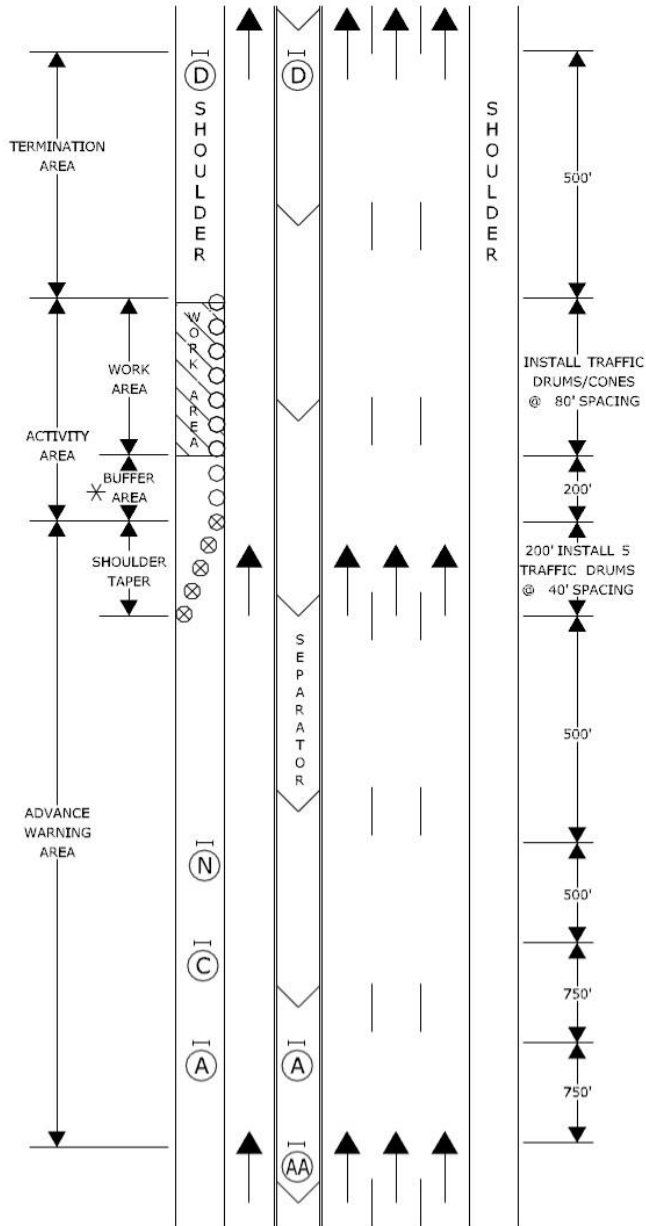
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow* Charles S. Harlow
2012.06.05 15:49:08-0400
PRINCIPAL ENGINEER



WORK IN LEFT SHOULDER OF RESTRICTED LANE (STATIONARY CLOSURE)

SIGN FACE
94 SQ. FT (MIN.)



- TRAFFIC CONE **OR** TRAFFIC DRUM
- ✱ OPTIONAL ✕ TRAFFIC DRUM ⇨ PORTABLE SIGN SUPPORT
- ⇐ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



CONSTRUCTION TRAFFIC CONTROL PLAN
H.O.V. PLAN 3
SEE NOTES 1, 2, 4, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow* Charles S. Harlow
2012.06.05 15:50:10-0400'
PRINCIPAL ENGINEER

MOVING OPERATION IN RESTRICTED LANE

